



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, December 15, 2021

Lowell H. Lebermann, Jr., Board Room
3300 N. IH-35, Suite 300
Austin, Texas 78705

*A live video stream of this meeting may be viewed on the internet at
www.mobilityauthority.com*

Note to members of the public. Pursuant to Texas Transportation Code Section 370.262, this meeting will be held by telephone conference call. Some Board Members may be present in the Lebermann Board Room while others may participate remotely. In order to maintain safe social distancing, you may view the Board Meeting online via the live stream link on our website. Members of the public that wish to join the conference call to provide comments to the Board remotely must register at least 30 minutes prior to the scheduled start time by contacting the Central Texas Regional Mobility Authority at (844) 287-6220.

Persons with disabilities. If you plan to attend this meeting and may need auxiliary aids or services, such as an interpreter for those who are deaf or hearing impaired, or if you are a reader of large print or Braille, please contact Laura Bohl at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.

AGENDA

No action on the following:

1. Welcome and opportunity for public comment – See **Notes** at the end of this agenda.

Consent Agenda

See Notes at the end of this agenda.

2. Approve the minutes from the November 17, 2021 Regular Board Meeting.

3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

Regular Items

Items to discuss, consider, and take appropriate action.

4. Accept the financial statements for October 2021.
5. Discuss and consider an appeal by Parsons Neology Joint Venture of the Executive Director's protest determination regarding the selection of Electronic Transaction Consultants, LLC for award of a contract to provide electronic toll collection integration and maintenance services for the Mobility Authority.
6. Discuss and consider approving a contract with Electronic Transaction Consultants, LLC to provide electronic toll collection integration and maintenance services for the Mobility Authority.
7. Discuss and consider approving an agreement with Southwest Research Institute for the development, integration, maintenance and support of the Lonestar advanced traffic management system.
8. Discuss and consider approving Amendment No. 3 to the Interlocal Agreement with the City of Austin for the return of unexpended betterment funds related to the 183 South Project.

Briefings and Reports

Items for briefing and discussion only. No action will be taken by the Board.

9. Executive Director Report.
 - A. Agency performance metrics.
 - B. New employee introductions.

Executive Session

Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.

The Board may deliberate the following items in executive session if announced by the Chairman:

10. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
11. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
12. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

13. Adjourn Meeting.

Notes

Opportunity for Public Comment. At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board must register in advance and provide the speaker's name, address, phone number and email, as well as the agenda item number and whether you wish to speak during the public comment period or during the agenda item. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the open comment period, but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

Consent Agenda. The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

Public Comment on Agenda Items. A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board takes up consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

Meeting Procedures. The order and numbering of agenda items is for ease of reference only. After the meeting is convened, the Chairman may rearrange the order in which agenda items are considered, and the Board may consider items on the agenda in any order or at any time during the meeting.

Participation by Telephone Conference Call. One or more members of the Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code (*see below*). Under that law, each part of the telephone conference call meeting that by law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting will be made available to the public.

Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by

*Mobility Authority Board Meeting Agenda
Wednesday, December 15, 2021*

telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

(b) A telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(c) Notice of a telephone conference call meeting that by law must be open to the public must specify the location of the meeting. The location must be a conference room of the authority or other facility in a county of the authority that is accessible to the public.

(d) Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

Sec. 551.125. OTHER GOVERNMENTAL BODY. (a) Except as otherwise provided by this subchapter, this chapter does not prohibit a governmental body from holding an open or closed meeting by telephone conference call.

~~(b) A meeting held by telephone conference call may be held only if:~~

~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~

~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~

~~(3) the meeting is held by an advisory board.~~

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) The notice of the telephone conference call meeting must specify as the location of the meeting the location where meetings of the governmental body are usually held.

(e) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be tape-recorded. The tape recording shall be made available to the public.

(f) The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021
AGENDA ITEM #1

Welcome and opportunity for public
comment

Welcome and opportunity for public comment.
No Board action required.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021
AGENDA ITEM #2

Approve the minutes from the
November 17, 2021 Regular Board
Meeting

Strategic Plan Relevance: Regional Mobility
Department: Legal
Contact: Geoff Petrov, General Counsel
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on motion to approve minutes

Description/Background: Approve the attached draft minutes for the November 17, 2021 Regular Board Meeting.

Backup provided: Draft minutes

MINUTES

Regular Meeting of the Board of

Directors of the

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, November 17, 2021

9:00 a.m.

This was an in person and telephone conference call meeting. Notice of the meeting was posted November 12, 2021 online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Chairman Jenkins and Board Members Mike Doss and John Langmore were present in the Lebermann Board Room. Vice Chair Nikelle Meade* and Board Members David Armbrust ,Heather Gaddes** and David Singleton participated on the telephone conference call.

An archived copy of the live-streamed audio of this meeting is available at:

<https://mobilityauthority.swagit.com/play/11192021-588>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:09 a.m. and had each Board Member who called in state their name for the record and confirm that they could both hear and be heard by all other attendees that were present in-person or on the phone.

*Chair Nikelle Meade joined the meeting at 9:14 a.m.

1. Welcome and opportunity for public comment.

George Cofer, Director of Government Relations, Hill Country Conservancy; Ted Siff, Board Member, Austin Outside; Tiffany Johnson, Board Member, Meridian Homeowners Association; Tom Schwerdt with Active Transportation Advocates; Tom Wald, Executive Director, Redline Parkway Initiative; Heather Vaz, Meridian resident; John Muller, Meridian resident; Serge Adzinets, Redline Parkway Initiative; Stephen Pak, Meridian resident; Dave Christie, Meridian resident, spoke at the meeting. Deanna Ramirez, Leander resident, submitted written public comments.

Consent Agenda

2. Approve the minutes from the August 25, 2025 Regular Board Meeting.

3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

ADOPTED AS: **RESOLUTION NO. 21-067**

MOTION: Approve Item Nos. 2 and 3
RESULT: Approved (Unanimous); 6-0
MOTION: Mike Doss
SECONDED BY: John Langmore
AYE: Armbrust, Doss, Jenkins, Langmore, Meade, Singleton
NAY: None.

Regular Items

4. Accept the financial statements for September 2021.

Presentation by Mary Temple, Controller. Mike Sexton, P.E., Acting Director of Engineering, Tracie Brown, Director of Operations and James Bass, Executive Director, answered questions.

MOTION: Accept the financial statements for September 2021
RESULT: Approved (Unanimous); 6-0
MOTION: Mike Doss
SECONDED BY: David Singleton
AYE: Armbrust, Doss, Jenkins, Langmore, Meade, Singleton
NAY: None.

ADOPTED AS: **RESOLUTION NO. 21-068**

5. Discuss and consider approving an amendment to the interim loan agreement with Regions Commercial Equipment Finance, LLC related to the MoPac Improvement Project.

Presentation James Bass, Executive Director.

MOTION: Approve an amendment to the interim loan agreement with Regions Commercial Equipment Finance, LLC related to the MoPac Improvement Project.
RESULT: Approved (Unanimous); 6-0
MOTION: David Armbrust
SECONDED BY: John Langmore
AYE: Armbrust, Doss, Jenkins, Langmore, Meade, Singleton
NAY: None.

ADOPTED AS: **RESOLUTION NO. 21-069**

6. Discuss and consider approving Change Order No. 1 to the Design-Build Agreement with Great Hills Constructors for the 183 North Mobility Project for contract price escalation in accordance with contract terms.

Presentation by Mike Sexton, P.E., Acting Director of Engineering and James Bass, executive Director.

**Heather Gaddes joined the Board Meeting.

MOTION: Approve Change Order No. 1 to the Design-Build Agreement with Great Hills Constructors for the 183 North Mobility Project for contract price escalation in accordance with contract terms.

RESULT: Approved (Unanimous); 7-0

MOTION: David Singleton

SECONDED BY: Heather Gaddes

AYE: Armbrust, Doss, Gaddes, Jenkins, Langmore, Meade, Singleton

NAY: None.

ADOPTED AS: RESOLUTION NO. 21-070

7. Discuss and consider approving additional funding for emergency maintenance services.

Presentation by Mike Sexton, P.E., Acting Director of Engineering.

MOTION: Approve additional funding for emergency maintenance services.

RESULT: Approved (Unanimous); 7-0

MOTION: John Langmore

SECONDED BY: Mike Doss

AYE: Armbrust, Doss, Gaddes, Jenkins, Langmore, Meade, Singleton

NAY: None.

ADOPTED AS: RESOLUTION NO. 21-071

Briefings and Reports

8. Quarterly project updates.

Presentation by Mike Sexton, P.E., Acting Director of Engineering.

- A. Bergstrom Expressway (183 South)
- B. 183A Phase III
- C. 183 North Mobility Project

Executive Session

Chairman Jenkins announced in open session at 11:23 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

- 9. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
- 10. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
- 11. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 12:05 p.m.

Regular Items

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 12:05 p.m.

- 12. Adjourn Meeting.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021 AGENDA ITEM #3

Prohibit the operation of certain
vehicles on Mobility Authority toll
facilities pursuant to the Habitual
Violator Program

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

Project Description/Background: The Mobility Authority's habitual violator process prescribes two notices before habitual violator remedies go into effect. A pre-determination letter is sent 60 days before any remedies are enforced advising the customer again of their outstanding balance and providing an opportunity for resolution. Assuming no resolution, a *Notice of Determination* is mailed notifying the customer they've been determined to be a habitual violator and advising of the consequences. The customer is also informed of their right to appeal the decision and the process by which to do so.

If the customer does not contact the Authority to appeal the habitual violator determination or resolve their outstanding balance, a block is placed on the related vehicle's registration preventing renewal. The block remains in effect until all tolls and fees have been paid, a payment plan has been arranged with the Mobility Authority or the customer is determined to no longer be a habitual violator.

Previous Actions & Brief History of the Program/Project: State law provides that persons deemed to be habitual violators may also be prohibited from use of the Mobility Authority's toll facilities by order of the Board of Directors. Habitual violator customers operating a vehicle in violation of a ban are subject to a Class C misdemeanor with a fine up to \$500. A second or subsequent occurrence may result in impoundment of the vehicle. Similar to registration blocks, vehicle bans remain in effect until all

outstanding amounts owed to the Authority have been resolved or the customer is no longer deemed a habitual violator.

Financing: Not applicable.

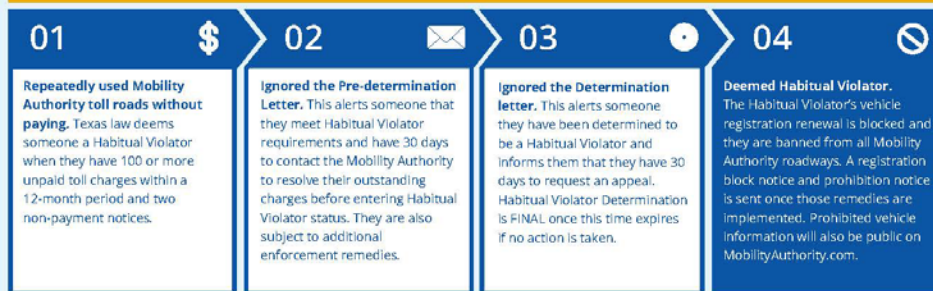
Action requested/Staff Recommendation: Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

Therefore, staff recommends that the Board of Directors approve the order prohibiting certain vehicles from use of the Authority's toll facilities. Following the Board's approval of this order, a Notice of Prohibition will be mailed by first class mail advising of the ban, consequences if the ban is violated and how the customer may resolve their outstanding balance.

Backup provided: Habitual Violator Vehicle Ban FAQs
Draft Resolution



Habitual Violator Process



Who is a Habitual Violator?

A Habitual Violator is defined in Section 372.106(a) of the Texas Transportation Code as (A) one who was issued at least two written notices of nonpayment that contained in aggregate 100 or more events of nonpayment within a period of one year and, (B) was issued a warning that failure to pay the amounts specified in the notices may result in the toll project entity's exercise of Habitual Violator remedies.

What enforcement remedies is the Mobility Authority implementing for Habitual Violators?

To encourage equitable payment by all customers, legislation allows for enforcement remedies up to and including vehicle registration renewal blocks, prohibiting Habitual Violator's vehicles on Mobility Authority roadways, on-road enforcement of the vehicle ban, as well as posting names to the agency website of those Habitual Violators with banned vehicles. The Mobility Authority will be implementing these remedies beginning November 2019.

How will I know I'm a Habitual Violator subject to enforcement remedies?

Habitual Violators are provided due process protections prior to any enforcement action.

- A registered vehicle owner who the Mobility Authority determines meets the Habitual Violator status is sent a letter advising them that Habitual Violator remedies may be implemented if the customer's outstanding balance is not resolved. This letter is not required by law but is sent as a courtesy to reflect the Mobility Authority's commitment to the customer.
- A registered vehicle owner who the Mobility Authority determines to be a Habitual Violator receives written notice of that determination and an opportunity for a justice of the peace hearing to challenge their Habitual Violator status.
- Habitual Violator Determination is FINAL if no action is taken, prompt in the Mobility Authority to send a Vehicle Registration Block Notice and/or a Vehicle Ban Notice. These notices urge the Habitual Violator yet again to resolve their toll debt with the Mobility Authority.
- Sufficient time is provided to respond to all notifications.

Learn more about the Habitual Violator Enforcement Program at MobilityAuthority.com



How can I resolve my Habitual Violator status and settle my toll bill balance?

You can pay outstanding tolls and administrative fees with cash, money order or credit card (a payment plan may be available) by: calling the Mobility Authority Customer Service Center at 512-410-0562, online at www.paymobilitybill.com, or in person at our walk-up center.

Why is the Mobility Authority pursuing enforcement remedies?

The vehicle registration block and other toll enforcement actions are intended to encourage tollway drivers to pay for services rendered to ensure fairness to the overwhelming majority of drivers who pay for the service, maintenance and safety of the toll roads.

How will a person be notified that he or she is subject to enforcement remedies?

A notification letter announcing that a person has met the criteria of Habitual Violator is sent to the address in the Texas Department of Motor Vehicles (TTC 372.106) database, allowing 30 days to contact to dispute their determination as a Habitual Violator or address the account balance before remedies are applied. If the Habitual Violator does not make arrangements with the Mobility Authority during this period, they will be subject to all enforcement remedies. Additionally, notification of a registration renewal block is mailed.

Can someone dispute a toll bill?

Yes. You may contact the Mobility Authority to review all outstanding tolls and fees, correct any errors and arrange for payment to clear your status as a Habitual Violator and the block on your registration. Habitual Violators are also given an opportunity to request an administrative hearing with a justice of the peace.

How will I know or be notified that I am subject to a vehicle ban?

Habitual violators subject to vehicle ban will receive notification that they have been banned, including when the ban will take effect and instructions for how to remove their status as a Habitual Violator.

Can I dispute my toll bill that subjects me to the vehicle ban?

Yes. You may contact the Mobility Authority to review all outstanding tolls and administrative fees, correct any errors and arrange for payment to clear your status as a Habitual Violator and remove the vehicle ban.

What happens if I am banned, but get caught driving on a Mobility Authority toll road?

A person commits an offense when operating a vehicle in violation of the ban and is subject to a Class C misdemeanor with a fine up to \$500. A second or subsequent occurrence of driving on the tollway in violation of a ban may result in impoundment of the vehicle.

How will the Mobility Authority know if I'm still driving (after being banned)?

Mobility Authority roads are equipped with technology that recognizes vehicle and license plates on our prohibited list. Individuals operating a prohibited vehicle on Mobility Authority roads will be reported to nearby law enforcement patrolling Mobility Authority roads.

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

RESOLUTION NO. 21-0XX

**PROHIBITING THE OPERATION OF CERTAIN MOTOR VEHICLES
ON MOBILITY AUTHORITY TOLL FACILITIES PURSUANT TO
THE HABITUAL VIOLATOR PROGRAM**

WHEREAS, Transportation Code, Chapter 372, Subchapter C, authorizes toll project entities, including the Central Texas Regional Mobility Authority (Mobility Authority), to exercise various remedies against certain motorists with unpaid toll violations; and

WHEREAS, Transportation Code §372.106 provides that a “habitual violator” is a registered owner of a vehicle who a toll project entity determines:

(1) was issued at least two written notices of nonpayment that contained:

(A) in the aggregate, 100 or more events of nonpayment within a period of one year, not including events of nonpayment for which: (i) the registered owner has provided to the toll project entity information establishing that the vehicle was subject to a lease at the time of nonpayment, as provided by applicable toll project entity law; or (ii) a defense of theft at the time of the nonpayment has been established as provided by applicable toll project entity law; and

(B) a warning that the failure to pay the amounts specified in the notices may result in the toll project entity’s exercise of habitual violator remedies; and

(2) has not paid in full the total amount due for tolls and administrative fees under those notices; and

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) previously determined that the individuals listed in Exhibit A are habitual violators, and these determinations are now considered final in accordance with Transportation Code, Chapter 372, Subchapter C; and

WHEREAS, Transportation Code §372.109 provides that a final determination that a person is a habitual violator remains in effect until (1) the total amount due for the person’s tolls and administrative fees is paid; or (2) the toll project entity, in its sole discretion, determines that the amount has been otherwise addressed; and

WHEREAS, Transportation Code §372.110 provides that a toll project entity, by order of its governing body, may prohibit the operation of a motor vehicle on a toll project of the entity if:

(1) the registered owner of the vehicle has been finally determined to be a habitual violator; and

(2) the toll project entity has provided notice of the prohibition order to the registered owner; and

WHEREAS, the Executive Director recommends that the Board prohibit the operation of the motor vehicles listed in Exhibit A on the Mobility Authority's toll roads, including (1) 183A Toll; (2) 290 Toll; (3) 71 Toll; (4) MoPac Express Lanes; (5) 45 SW Toll; and (6) 183S Toll.

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective December 15, 2021; and

BE IT FURTHER RESOLVED that the Mobility Authority shall provide notice of this resolution to the individuals listed in Exhibit A, as required by Transportation Code §372.110; and

BE IT IS FURTHER RESOLVED that the prohibition shall remain in effect for the motor vehicles listed in Exhibit A until the respective habitual violator determinations are terminated, as provided by Transportation Code §372.110.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15th day of December 2021.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021
AGENDA ITEM #4

Accept the financial statements for
October 2021

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Jose A. Hernandez, Chief Financial Officer
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Project Description/Background: Presentation and acceptance of the financial statements for October 2021.

Previous Actions & Brief History of the Program/Project: N/A

Financing: N/A

Action requested/Staff Recommendation: Accept the financial statements for October 2021.

Backup provided: Draft Resolution
Draft financial statements for October 2021

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

RESOLUTION NO. 21-0XX

ACCEPT THE FINANCIAL STATEMENTS FOR OCTOBER 2021

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of the Mobility Authority's expenditures for goods and services, including those related to project development, as well as close scrutiny of the Mobility Authority's financial condition and records is the responsibility of the Board and its designees through procedures the Board may implement from time to time; and

WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of October 2021, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements for October 2021, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15th day of December 2021.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	105,220,500	37,686,779	35.82%	23,745,140
Video Tolls	31,433,500	13,397,028	42.62%	7,193,603
Fee Revenue	13,921,000	4,740,643	34.05%	3,468,260
Total Operating Revenue	150,575,000	55,824,450	37.07%	34,407,003
Other Revenue				
Interest Income	1,230,764	274,255	22.28%	274,981
Grant Revenue	2,180,000	20,995	0.96%	687,648
Misc Revenue	320,000	89,283	27.90%	16,168
Gain/Loss on Sale of Asset	-	6,568	-	-
Total Other Revenue	3,730,764	391,100	10.48%	978,797
TOTAL REVENUE	\$154,305,764	\$56,215,550	36.43%	35,385,800
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,940,743	1,178,187	23.85%	1,346,484
Salary Reserve	80,000	-	-	-
TCDRS	1,016,106	295,479	29.08%	189,452
FICA	238,665	57,846	24.24%	52,865
FICA MED	74,643	18,235	24.43%	20,056
Health Insurance Expense	584,978	131,810	22.53%	153,882
Life Insurance Expense	6,714	2,026	30.18%	1,515
Auto Allowance Expense	10,200	2,975	29.17%	2,975
Other Benefits	209,200	36,567	17.48%	34,239
Unemployment Taxes	5,184	3,752	72.38%	229
Total Salaries and Benefits	7,166,434	1,726,877	24.10%	1,801,697

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	9,000	2,923	32.47%	3,124
Auditing	144,550	100,975	69.85%	91,475
Human Resources	30,000	1,837	6.12%	1,037
IT Services	285,000	45,528	15.97%	88,600
Internet	450	-	-	-
Software Licenses	514,500	182,548	35.48%	34,089
Cell Phones	24,800	6,418	25.88%	3,151
Local Telephone Service	105,000	29,525	28.12%	29,631
Overnight Delivery Services	200	44	21.91%	6
Local Delivery Services	50	-	-	12
Copy Machine	16,000	3,816	23.85%	5,088
Repair & Maintenance-General	10,000	2,273	22.73%	175
Meeting Expense	13,250	230	1.73%	828
Toll Tag Expense	3,000	420	14.00%	750
Parking / Local Ride Share	2,750	-	-	15
Mileage Reimbursement	4,800	59	1.22%	62
Insurance Expense	651,000	197,561	30.35%	149,279
Rent Expense	575,000	175,073	30.45%	173,159
Building Parking	11,000	207	1.88%	74
Legal Services	312,500	29,029	9.29%	37,627
Total Administrative and Office Expenses	2,712,850	778,465	28.70%	618,182
Office Supplies				
Books & Publications	4,250	292	6.86%	839
Office Supplies	11,000	673	6.11%	2,406
Misc Office Equipment	4,500	669	14.88%	101
Computer Supplies	186,950	12,111	6.48%	27,179
Copy Supplies	1,500	-	-	55
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	5,000	-	-	-
Postage Expense	650	112	17.21%	127
Total Office Supplies	218,850	13,856	6.33%	30,706

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Communications and Public Relations				
Graphic Design Services	75,000	-	-	-
Website Maintenance	100,000	21,916	21.92%	6,460
Research Services	275,000	10,109	3.68%	40,210
Communications and Marketing	500,000	12,827	2.57%	42,206
Advertising Expense	800,000	85,718	10.71%	104,773
Direct Mail	85,000	-	-	-
Video Production	179,000	8,820	4.93%	11,520
Photography	10,000	199	1.99%	-
Radio	75,000	-	-	-
Promotional Items	10,000	-	-	1,260
Annual Report printing	5,600	780	13.92%	553
Direct Mail Printing	40,000	-	-	285
Other Communication Expenses	15,000	11,320	75.47%	976
Total Communications and Public Relations	2,169,600	151,688	6.99%	208,243
Employee Development				
Subscriptions	50,560	123	0.24%	1,026
Agency Memberships	57,942	310	0.54%	35,286
Continuing Education	11,000	185	1.68%	275
Professional Development	14,000	-	-	-
Other Licenses	1,850	472	25.51%	196
Seminars and Conferences	45,500	2,560	5.63%	(6,794)
Travel	89,500	5,597	6.25%	-
Total Employee Development	270,352	9,247	3.42%	29,988
Financing and Banking Fees				
Trustee Fees	60,000	26,513	44.19%	22,575
Bank Fee Expense	2,000	1,289	64.44%	135
Continuing Disclosure	4,000	-	-	-
Arbitrage Rebate Calculation	10,000	12,905	129.05%	-
Rating Agency Expense	50,000	-	-	17,000
Total Financing and Banking Fees	126,000	40,706	32.31%	39,710
Total Administrative	5,497,652	993,962	18.08%	926,830

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	521,829	288,489	55.28%	289,456
GEC-Financial Planning Support	243,804	66,062	27.10%	62,470
GEC-Toll Ops Support	1,314,155	292,635	22.27%	78,626
GEC-Roadway Ops Support	1,186,339	179,426	15.12%	250,989
GEC-Technology Support	1,438,856	269,381	18.72%	487,979
GEC-Public Information Support	-	74,470	-	4,845
GEC-General Support	1,473,429	350,242	23.77%	204,753
General System Consultant	1,653,940	416,183	25.16%	96,679
Traffic Modeling	67,000	94,501	141.05%	33,074
Traffic and Revenue Consultant	175,000	166,014	94.87%	44,889
Total Operations and Maintenance Consulting	8,074,352	2,197,403	27.21%	1,553,760
Roadway Operations and Maintenance				
Roadway Maintenance	4,487,800	303,712	6.77%	1,662,331
Landscape Maintenance	2,302,400	599,145	26.02%	-
Signal & Illumination Maint	50,000	-	-	-
Maintenance Supplies-Roadway	350,000	26,100	7.46%	-
Tools & Equipment Expense	25,000	-	-	2,312
Gasoline	30,000	4,702	15.67%	3,293
Repair & Maintenance - Vehicles	10,000	527	5.27%	2,393
Natural Gas	2,500	1,539	61.54%	617
Electricity - Roadways	250,000	57,017	22.81%	45,537
Total Roadway Operations and Maintenance	7,507,700	992,741	13.22%	1,716,483
Toll Processing and Collection Expense				
Image Processing	3,000,000	1,271,568	42.39%	450,943
Tag Collection Fees	6,041,000	2,946,045	48.77%	1,890,531
Court Enforcement Costs	75,000	-	-	-
DMV Lookup Fees	250	-	-	-
Total Processing and Collection Expense	9,116,250	4,217,613	46.26%	2,341,474

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Toll Operations Expense				
Generator Fuel	3,000	-	-	-
Fire and Burglar Alarm	500	123	24.67%	123
Refuse	2,200	534	24.27%	470
Water - Irrigation	7,500	2,693	35.91%	1,271
Electricity	500	310	62.07%	170
ETC spare parts expense	50,000	-	-	-
Repair & Maintenance Toll Equip	75,000	-	-	-
Law Enforcement	450,000	95,680	21.26%	52,768
ETC Maintenance Contract	5,390,000	43,900	0.81%	1,403,713
ETC Toll Management Center System Operation	642,852	75,000	11.67%	168,058
ETC Development	1,140,000	109,881	9.64%	567,039
ETC Testing	200,000	-	-	1,427
Total Toll Operations Expense	7,961,552	328,122	4.12%	2,195,040
Total Operations and Maintenance	32,659,854	7,735,879	23.69%	7,806,756
Other Expenses				
Special Projects and Contingencies				
HERO	148,000	49,276	33.29%	12,319
Special Projects	150,000	-	-	4,447
71 Express Net Revenue Payment	4,000,000	1,101,925	27.55%	751,833
Technology Initiatives	185,000	16,030	8.67%	71,904
Other Contractual Svcs	370,000	97,488	26.35%	159,202
Contingency	300,000	-	-	-
Total Special Projects and Contingencies	5,153,000	1,264,719	24.54%	999,705

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2021

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Cash Expenses				
Amortization Expense	1,125,000	466,371	41.46%	301,667
Amort Expense - Refund Savings	2,715,425	905,142	33.33%	467,228
Dep Exp - Furniture & Fixtures	2,614	871	33.33%	871
Dep Expense - Equipment	2,500	833	33.33%	833
Dep Expense - Autos & Trucks	43,085	7,647	17.75%	14,391
Dep Expense - Building & Toll Fac	176,748	58,916	33.33%	58,916
Dep Expense - Highways & Bridges	49,342,469	16,873,848	34.20%	11,594,779
Dep Expense - Toll Equipment	4,060,300	1,358,144	33.45%	1,219,277
Dep Expense - Signs	1,202,171	338,857	28.19%	338,857
Dep Expense - Land Improvements	1,163,209	294,978	25.36%	294,978
Depreciation Expense - Computers	192,000	63,027	32.83%	65,002
Undevelopable Projects	-	-	-	4,468,748
Total Non Cash Expenses	60,025,522	20,368,634	33.93%	18,825,547
Total Other Expenses	65,178,522	21,633,354	33.19%	19,825,252
Non Operating Expenses				
Bond Issuance Expense	1,227,474	4,641,294	378.12%	1,612,363
Loan Fee Expense	50,000	14,500	29.00%	28,000
Interest Expense	83,789,516	26,220,254	31.29%	12,640,854
CAMPO RIF Payment	-	5,000,000	-	-
Community Initiatives	57,500	17,550	30.52%	27,050
Total Non Operating Expenses	85,124,490	35,893,598	42.17%	14,308,267
TOTAL EXPENSES	\$195,626,952	\$67,983,671	34.75%	\$44,668,802
Net Income	(\$41,321,188)	(\$11,768,120)		(9,283,002)

Central Texas Regional Mobility Authority
Balance Sheet
as of October 31, 2021

	as of 10/31/2021		as of 10/31/2020	
ASSETS				
Current Assets				
Cash				
Regions Operating Account	\$ 1,570,893		\$ 365,560	
Cash in TexStar	1,040,227		240,124	
Regions Payroll Account	300,122		183,227	
Restricted Cash				
Goldman Sachs FSGF 465	672,759,504		150,251,744	
Restricted Cash - TexSTAR	9,725,069		267,833,972	
Overpayments account	626,603		719,475	
Total Cash and Cash Equivalents		<u>686,022,417</u>		<u>419,594,102</u>
Accounts Receivable				
Accounts Receivable	2,770,089		2,770,089	
Due From Other Agencies	98,987		57,727	
Due From TTA	4,840,356		788,392	
Due From NTTA	1,308,344		835,515	
Due From HCTRA	1,447,424		1,059,443	
Due From TxDOT	143,751		1,798,363	
Interest Receivable	1,404,371		97,930	
Total Receivables		<u>12,013,322</u>		<u>7,407,459</u>
Short Term Investments				
Treasuries	328,897,610		-	
Agencies	169,215,379		-	
Total Short Term Investments		<u>498,112,989</u>		<u>-</u>
Total Current Assets		<u>1,196,148,729</u>		<u>427,001,561</u>
Total Construction in Progress		221,017,622		654,505,325
Fixed Assets (Net of Depreciation and Amortization)				
Computers	224,561		413,950	
Computer Software	2,198,785		3,086,565	
Furniture and Fixtures	3,920		6,534	
Equipment	119,630		3,791	
Autos and Trucks	31,885		59,028	
Buildings and Toll Facilities	4,534,850		4,711,598	
Highways and Bridges	1,749,044,770		1,181,891,685	
Toll Equipment	21,117,899		21,653,971	
Signs	13,404,125		13,279,976	
Land Improvements	6,789,225		7,674,159	
Right of way	88,149,606		88,149,606	
Leasehold Improvements	75,473		121,616	
Total Fixed Assets		<u>1,885,694,730</u>		<u>1,321,052,479</u>
Other Assets				
Intangible Assets-Net	177,575,118		129,225,396	
2005 Bond Insurance Costs	3,576,263		3,789,772	
Prepaid Insurance	466,963		117,475	
Deferred Outflows (pension related)	641,074		198,767	
Pension Asset	591,247		896,834	
Total Other Assets		<u>182,850,664</u>		<u>134,228,244</u>
Total Assets		<u><u>\$ 3,485,711,745</u></u>		<u><u>\$ 2,536,787,609</u></u>

Central Texas Regional Mobility Authority
Balance Sheet
as of October 31, 2021

	as of 10/31/2021		as of 10/31/2020	
LIABILITIES				
Current Liabilities				
Accounts Payable	\$	38,664,272	\$	5,724,968
Construction Payable		9,442,573		19,890,604
Overpayments		629,946		722,663
Interest Payable		31,656,024		17,976,296
Due to other Funds		-		1,687,633
TCDRS Payable		56,300		66,014
Due to other Agencies		12,909		3,301
Due to TTA		898,391		466,697
Due to NTTA		95,938		61,245
Due to HCTRA		107,826		78,218
Due to Other Entities		1,123,388		965,743
71E TxDOT Obligation - ST		2,625,615		2,020,433
Total Current Liabilities			85,313,184	49,663,814
Long Term Liabilities				
Compensated Absences		285,301		543,329
Deferred Inflows (pension related)		109,052		164,402
Long Term Payables			394,353	707,731
Bonds Payable				
Senior Lien Revenue Bonds:				
Senior Lien Revenue Bonds 2010		83,365,799		77,374,718
Senior Lien Revenue Bonds 2011		18,954,896		17,817,667
Senior Refunding Bonds 2013		7,080,000		10,840,000
Senior Lien Revenue Bonds 2015		10,000,000		298,790,000
Senior Lien Refunding Revenue Bonds 2016		81,395,000		356,785,000
Senior Lien Revenue Bonds 2018		44,345,000		44,345,000
Senior Lien Revenue Bonds 2020A		50,265,000		50,265,000
Senior Lien Refunding Bonds 2020B		56,205,000		57,120,000
Senior Lien Refunding Bonds 2020C		138,435,000		138,435,000
Senior Lien Revenue Bonds 2020E		167,160,000		-
Senior Lien Revenue Bonds 2021B		255,075,000		-
Senior Lien Refunding Bonds 2021D		274,625,000		-
Senior Lien Refunding Bonds 2021E		340,765,000		-
Sn Lien Rev Bnd Prem/Disc 2013		2,087,304		3,876,421
Sn Lien Revenue Bnd Prem 2015		-		17,985,504
Senior Lien Premium 2016 Revenue Bonds		8,542,696		41,656,291
Sn Lien Revenue Bond Premium 2018		3,327,506		3,594,079
Senior Lien Revenue Bond Premium 2020A		11,432,179		11,643,129
Senior Lien Refunding Bond Premium 2020B		12,128,373		12,663,448
Senior Lien Revenue Bonds Premium 2020E		26,999,513		-
Senior Lien Revenue Bonds Premium 2021B		53,691,231		-
Senior Lien Refunding Bonds Premium 2021D		44,973,499		-
Total Senior Lien Revenue Bonds			1,690,852,997	1,143,191,257

Central Texas Regional Mobility Authority
Balance Sheet
as of October 31, 2021

	as of 10/31/2021	as of 10/31/2020
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	5,320,000	7,790,000
Sub Lien Refunding Bonds 2016	73,055,000	73,490,000
Subordinated Lien BANs 2018	-	46,020,000
Sub Lien Refunding Bonds 2020D	99,705,000	99,705,000
Subordinated Lien BANs 2020F	110,875,000	-
Subordinate Lien Refunding Bonds 2020G	61,570,000	-
Subordinated Lien BANs 2021C	244,185,000	-
Sub Refunding 2013 Prem/Disc	445,372	827,120
Sub Refunding 2016 Prem/Disc	6,338,566	7,173,252
Sub Lien BANS 2018 Premium	-	617,322
Subordinated Lien BANs 2020F Premium	12,675,738	-
Subordinated Lien Refunding Bonds Premium 2020G	7,437,534	-
Sub Lien BANS 2021C Premium	39,327,000	-
Total Sub Lien Revenue Bonds	660,934,210	235,622,693
Other Obligations		
TIFIA Note 2015	-	300,100,096
TIFIA Note 2019	-	51,917
TIFIA Note 2021	306,476,920	-
SIB Loan 2015	-	33,695,520
State Highway Fund Loan 2015	-	33,695,550
71E TxDOT Obligation - LT	57,263,411	60,728,211
Regions 2017 MoPAC Note	24,990,900	24,990,900
Total Other Obligations	388,731,230	453,262,194
Total Long Term Liabilities	2,740,912,790	1,832,783,875
Total Liabilities	2,826,225,974	1,882,447,688
NET ASSETS		
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	549,791,177	542,160,209
Current Year Operations	(11,767,510)	(9,282,392)
Total Net Assets	659,485,771	654,339,921
Total Liabilities and Net Assets	\$ 3,485,711,745	\$ 2,536,787,609

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of October 2021

Cash flows from operating activities:

Receipts from toll revenues	\$	52,741,122
Receipts from interest income		276,070
Payments to vendors		(21,064,421)
Payments to employees		(1,862,132)
Net cash flows provided by (used in) operating activities		30,090,639

Cash flows from capital and related financing activities:

2018 BAN Redemption		(5,957,859)
Bond Refunding		110,831,511
Issuance Expense		(4,641,294)
Payments on bonds		(266,900,000)
Interest payments		(39,443,996)
Acquisitions of construction in progress		(84,721,052)
Net cash flows provided by (used in) capital and related financing activities		(290,832,691)

Cash flows from investing activities:

Interest Receivable		(1,324,246)
Interest income		1,866,232
Purchase of investments		(282,321,219)
Proceeds from sale or maturity of investments		207,551,194
Net cash flows provided by (used in) investing activities		(72,903,793)
Net increase (decrease) in cash and cash equivalents		(333,645,846)
Cash and cash equivalents at beginning of period		1,019,668,263
Cash and cash equivalents at end of period	\$	686,022,417

Reconciliation of change in net assets to net cash provided by operating activities:

Operating income	\$	14,919,634
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		19,929,864
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(2,990,611)
(Increase) decrease in prepaid expenses and other assets		(274,002)
(Decrease) increase in accounts payable		(1,398,054)
Increase (decrease) in accrued expenses		(96,191)
Total adjustments		15,171,005
Net cash flows provided by (used in) operating activities	\$	30,090,639

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$	77,004,439
Restricted cash and cash equivalents		609,017,978
Total	\$	686,022,417

INVESTMENTS by FUND

7,637,339.80

Balance
October 31, 2021

Renewal & Replacement Fund					
TexSTAR		1,794.27			TexSTAR 10,765,295.71
Goldman Sachs		183,364.08			Goldman Sachs 662,922,999.16
Agencies/ Treasuries			185,158.35		Agencies & Treasury Notes 498,113,671.06
Grant Fund					\$ 1,171,801,965.93
TexSTAR		454,611.27			
Goldman Sachs		7,182,728.53			
Agencies/ Treasuries		2,444,866.72	10,082,206.52		
Senior Debt Service Reserve Fund					
TexSTAR		728,242.79			
Goldman Sachs		23,433,393.43			
Agencies/ Treasuries		83,687,693.37	107,849,329.59		
2010 Senior Lien Debt Service Account					
Goldman Sachs		60,646.55	60,646.55		
2011 Sr Debt Service Accountt					
Goldman Sachs		869,209.87	869,209.87		
2013 Sr Debt Service Accountt					
Goldman Sachs		3,122,381.06	3,122,381.06		
2013 Sub Debt Service Account					
Goldman Sachs		2,251,415.55	2,251,415.55		
2013 Sub Debt Service Reserve Fund					
Goldman Sachs		123.27	780,870.02		
TexSTAR		780,746.75			
2015 Sr Debt Service Account					
Goldman Sachs		4,979,187.80	4,979,187.80		
2015 Sr Capitalized Interest					
Goldman Sachs		-	1,224.29		
TexSTAR		1,224.29			
2016 Sr Lien Rev Refunding Debt Service Account					
Goldman Sachs		10,392,745.62	10,392,745.62		
2016 Sub Lien Rev Refunding Debt Service Account					
Goldman Sachs		1,478,014.84	1,478,014.84		
2016 Sub Lien Rev Refunding DSR					
Goldman Sachs		3,553,689.92	6,992,024.46		
Agencies/ Treasuries		3,438,334.54			
Operating Fund					
TexSTAR		1,040,226.68			
TexSTAR-Trustee		4,702,720.73			
Goldman Sachs		1,259,272.10	7,002,219.51		
Revenue Fund					
Goldman Sachs		5,625,988.50	5,625,988.50		
General Fund					
TexSTAR		880,127.23			
Goldman Sachs		33,499,279.33			
Agencies/ Treasuries		74,122,694.76	108,502,101.32		
71E Revenue Fund					
Goldman Sachs		18,918,554.51	18,918,554.51		
MoPac Revenue Fund					
Goldman Sachs		47,088.59	47,088.59		
MoPac General Fund					
Goldman Sachs		5,875,269.84	5,875,269.84		
MoPac Operating Fund					
Goldman Sachs		2,826,119.13	2,826,119.13		
MoPac Loan Repayment Fund					
Goldman Sachs		35,596.70	35,596.70		
2015B Project Account					
Goldman Sachs		41,977,687.39			
TexSTAR		349,931.74	42,327,619.13		
2015 TIFIA Project Account					
Goldman Sachs		45,521,524.95			
TexSTAR		695,195.09			
Agencies/ Treasuries		-	46,216,720.04		
2011 Sr Financial Assistance Fund					
Goldman Sachs		6,116,250.00	6,314,900.69		
TexSTAR		198,650.69			
2018 Sr Lien Project Cap I					
Goldman Sachs		2,414,899.97	2,414,899.97		
2018 Sr Lien Project Account					
Goldman Sachs		11,841,716.02			
TexSTAR		931,824.18	12,773,540.20		
2018 Sub Debt Service Account					
Goldman Sachs		0.00	0.00		
2019 TIFIA Sub Lien Project Account					
Goldman Sachs		0.00	0.00		
2020A Senior Lien Debt Service Account					
Goldman Sachs		837,802.77	837,802.77		
2020 SH 45SW Project Account					
Goldman Sachs		770,366.37	770,366.37		
2020B Senior Lien Debt Service Account					
Goldman Sachs		1,411,606.30	1,411,606.30		
2020C Senior Lien Debt Service Account					
Goldman Sachs		1,259,790.81	1,259,790.81		
2020D Sub Lien Debt Service Account					
Goldman Sachs		1,931,928.06	1,931,928.06		
2020D Sub Debt Service Reserve Fund					
Goldman Sachs		4,186,418.63			
Agencies/ Treasuries		3,929,884.94	8,116,303.57		
2020E Senior Lien Project Account					
Goldman Sachs		51,445,078.98			
Agencies/ Treasuries		99,832,322.17	151,277,401.15		
2020E Senior Lien Project Cap Interest					
Goldman Sachs		29,137,367.70	29,137,367.70		
2020F Sub Lien Project Account					
Goldman Sachs		37,962,298.55			
Agencies/ Treasuries		29,475,396.13	67,437,694.68		
2020F Sub Lien Deb Service Account					
Goldman Sachs		1,848,031.56	1,848,031.56		
2020G Sub Lien Debt Service Account					
Goldman Sachs		850,921.80	850,921.80		
2020G Sub Lien Debt Service Reserve Account					
Goldman Sachs		1,689,143.52	1,689,143.52		
2021A Sub Lien Debt Service Reserve Account					
Goldman Sachs		6,259,816.45	6,259,816.45	23,838,158.02	
2021B Senior Lien Cap I Project Fund					
Goldman Sachs		57,698,599.95	57,698,599.95		
2021B Senior Lien Project Account					
Goldman Sachs		131,013,169.02			
Agencies/ Treasuries		99,994,548.58	231,007,717.60		
2021C Sub Lien Cap I Project Fund					
Goldman Sachs		6,105,550.91	6,105,550.91		
2021C Sub Lien Project Account					
Goldman Sachs		95,048,960.23			
Agencies/ Treasuries		101,187,929.85	196,236,890.08		
		11	\$ 1,171,801,965.93		

CTRMA INVESTMENT REPORT

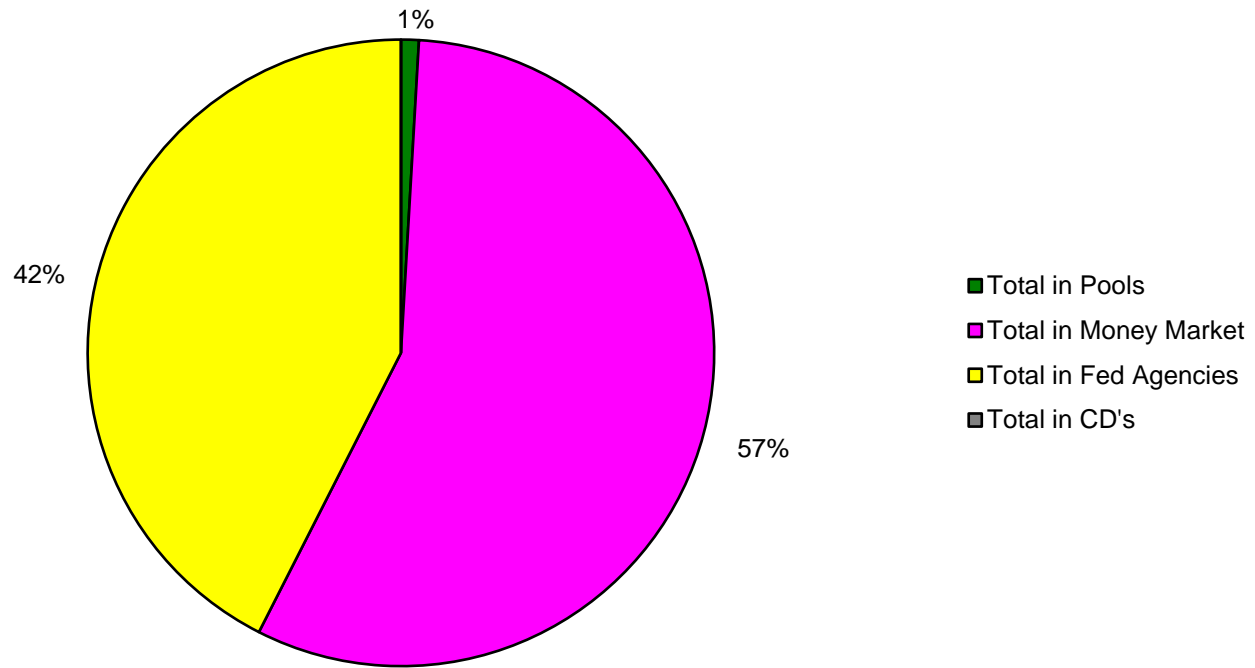
	Month Ending 10/31/2021					Rate October	
	Balance 10/1/2021	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 10/31/2021
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	7,198,641.40			9.29	7,000,000.00	198,650.69	0.0100%
2013 Sub Lien Debt Service Reserve General Fund	780,740.18			6.57		780,746.75	0.0100%
Trustee Operating Fund	29,880,088.00			39.23	29,000,000.00	880,127.23	0.0100%
Renewal and Replacement Grant Fund	5,702,677.49	3,000,000.00		43.24	4,000,000.00	4,702,720.73	0.0100%
Senior Lien Debt Service Reserve Fund	1,794.27			0.00		1,794.27	0.0100%
2015A Sr Ln Project Cap Interest	4,454,603.10			8.17	4,000,000.00	454,611.27	0.0100%
2015B Sr Ln Project	17,728,217.96			24.83	17,000,000.00	728,242.79	0.0100%
2015C TIFIA Project	1,224.29			0.00		1,224.29	0.0100%
2018 Sr Lien Project Account	26,349,900.21			31.53	26,000,000.00	349,931.74	0.0100%
	46,837,188.63			56.46	46,142,050.00	695,195.09	0.0100%
	12,931,803.04			21.14	12,000,000.00	931,824.18	0.0100%
	151,866,878.57	3,000,000.00		240.46	145,142,050.00	9,725,069.03	
Amount in TexStar Operating Fund							
	1,040,217.21	4,000,000.00		9.47	4,000,000.00	1,040,226.68	0.0100%
Goldman Sachs							
Operating Fund	1,202,905.81	3,089,841.09		25.20	3,033,500.00	1,259,272.10	0.0300%
2020 SH 45SW Project Account	770,701.80			16.54	351.97	770,366.37	0.0300%
2020A Senior Lien Debt Service Account	628,369.79	209,421.60		11.38		837,802.77	0.0300%
2020B Senior Lien Debt Service Account	1,134,351.55	277,233.19		21.56		1,411,606.30	0.0300%
2020C Senior Lien Debt Service Account	944,869.27	314,904.42		17.12		1,259,790.81	0.0300%
2020D Sub Lien Debt Service Account	1,589,606.45	342,290.94		30.67		1,931,928.06	0.0300%
2020D Sub Debt Service Reserve Fund	4,186,329.57			89.06		4,186,418.63	0.0300%
2020E Sr Lien Project Account	51,445,208.04			1,424.69	1,553.75	51,445,078.98	0.0300%
2020E Sr Ln Project Cap Interest	29,136,742.72			624.98		29,137,367.70	0.0300%
2020F Sub Lien Project Account	45,151,966.65			405.18	7,190,073.28	37,962,298.55	0.0300%
2020F Sub Lien Debt Service Account	1,386,061.59	461,944.86		25.11		1,848,031.56	0.0300%
2020G Sub Lien Debt Service Account	638,210.50	212,699.74		11.56		850,921.80	0.0300%
2020G Sub Debt Service Reserve Fund	1,593,246.77	95,863.53		33.22		1,689,143.52	0.0300%
2021A Sub Debt Service Reserve Fund	6,069,470.38	190,217.78		128.29		6,259,816.45	0.0300%
2021B Senior Lien Cap I Project Fund	57,697,362.34			1,237.61		57,698,599.95	0.0300%
2021B Senior Lien Project Account	131,010,441.80			4,455.55	1,728.33	131,013,169.02	0.0300%
2021C Sub Lien Cap I Project Fund	6,105,419.95			130.96		6,105,550.91	0.0300%
2021C Sub Lien Project Account	95,194,917.91			4,159.86	150,117.54	95,048,960.23	0.0300%
2021D Sr Lien Clearance Fund	0.00	318,425,586.22		0.00	318,425,586.22	0.00	0.0300%
2021D Sr Lien Cost of Issuance Fund	0.00	877,683.56		0.00	877,683.56	0.00	0.0300%
2021E Sr Lien Clearance Fund	0.00	339,337,066.94		0.00	339,337,066.94	0.00	0.0300%
2021E Sr Lien Cost of Issuance Fund	0.00	1,064,084.90		0.00	1,064,084.90	0.00	0.0300%
2011 Sr Financial Assistance Fund	0.00	7,000,000.00		0.00	883,750.00	6,116,250.00	0.0300%
2010 Senior DSF	60,645.25			1.30		60,646.55	0.0300%
2011 Senior Lien Debt Service Account	861,208.60	7,982.88		18.39		869,209.87	0.0300%
2013 Senior Lien Debt Service Account	2,792,439.16	329,885.30		56.60		3,122,381.06	0.0300%
2013 Sub Debt Service Reserve Fund	59.70	63.57		0.00		123.27	0.0300%
2013 Subordinate Debt Service Account	2,012,958.09	238,416.67		40.79		2,251,415.55	0.0300%
2015A Sr Lien Debt Service Account	3,734,377.18	1,244,742.98		67.64		4,979,187.80	0.0300%
2015B Project Account	15,977,010.77	26,000,333.91		342.71		41,977,687.39	0.0300%
2015C TIFIA Project Account	24,368.64	46,142,100.59		0.50	644,944.78	45,521,524.95	0.0300%
2016 Sr Lien Rev Refunding Debt Service Account	12,440,977.04	2,214,510.00		244.69	4,262,986.11	10,392,745.62	0.0300%
2016 Sub Lien Rev Refunding Debt Service Account	1,164,786.61	313,206.38		21.85		1,478,014.84	0.0300%
2016 Sub Lien Rev Refunding DSR	3,553,563.73	50.59		75.60		3,553,689.92	0.0300%
2018 Sr Lien Project Cap I	2,414,848.17			51.80		2,414,899.97	0.0300%
2018 Sr Lien Project Account	287,781.57	12,000,000.00		5.69	446,071.24	11,841,716.02	0.0300%
2018 Sub Debt Service Account	5,957,859.29	40,537,560.56		120.15	46,495,540.00	0.00	0.0300%
Grant Fund	3,182,467.02	4,000,153.04		108.47		7,182,728.53	0.0300%
Renewal and Replacement Revenue Fund	183,340.15	20.00		3.93		183,364.08	0.0300%
General Fund	4,380,848.45	14,984,652.82		115.08	13,739,627.85	5,625,988.50	0.0300%
Senior Lien Debt Service Reserve Fund	2,787,338.82	32,665,712.26		448.83	1,954,220.58	33,499,279.33	0.0300%
71E Revenue Fund	6,432,130.38	17,000,973.91		289.14		23,433,393.43	0.0300%
MoPac Revenue Fund	18,357,254.25	745,620.47		381.88	184,702.09	18,918,554.51	0.0300%
MoPac General Fund	399.79	522,515.86		3.34	475,830.40	47,088.59	0.0300%
MoPac Operating Fund	5,717,338.13	275,830.40		115.64	118,014.33	5,875,269.84	0.0300%
MoPac Loan Repayment Fund	2,808,534.59	250,410.62		57.61	232,883.69	2,826,119.13	0.0300%
	34,448.41	35,596.60		0.10	34,448.41	35,596.70	0.0300%
	531,053,166.68	871,409,178.18		15,420.27	739,554,765.97	662,922,999.16	
Amount in Fed Agencies and Treasuries							
Amortized Principal	498,639,918.75	0.00	(526,247.69)	0.00		498,113,671.06	
	498,639,918.75	0.00	(526,247.69)	0.00	0.00	498,113,671.06	
Certificates of Deposit							
Total in Pools	152,907,095.78	7,000,000.00		249.93	149,142,050.00	10,765,295.71	
Total in GS FSGF	531,053,166.68	871,409,178.18		15,420.27	739,554,765.97	662,922,999.16	
Total in Fed Agencies and Treasuries	498,639,918.75	0.00	(526,247.69)	0.00	0.00	498,113,671.06	
Total Invested	1,182,600,181.21	878,409,178.18		15,670.20	888,696,815.97	1,171,801,965.93	

All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

Mary Temple, Controller

10/31/2021

Allocation of Funds



Amount of Investments As of

October 31, 2021

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Treasury	912828J76B	3,969,623.85	3,929,884.94	3,927,713.40	0.9787%	3/9/2021	3/31/2022	2020D Sub DSR
Treasury	912828J76	3,473,102.91	3,438,334.54	3,436,434.62	0.9787%	3/9/2021	3/31/2022	2016 Sub DSR
Treasury	912828J76E	80,375,344.30	79,570,726.79	79,526,758.32	0.9787%	3/9/2021	3/31/2022	2020E Sr Project
Treasury	912828J76D	74,433,372.42	73,688,238.51	73,647,520.53	0.9787%	3/9/2021	3/31/2022	Sr Lien DSR
Treasury	912828J76A	29,773,450.70	29,475,396.13	29,459,108.89	0.9787%	3/9/2021	3/31/2022	2020F Sub Project
Treasury	912828J76C	49,622,078.65	49,125,324.44	49,098,179.24	0.9787%	3/9/2021	3/31/2022	General Fund
Treasury	912828XW5	79,783,880.00	79,670,115.56	79,612,206.83	0.0529%	9/24/2021	6/30/2022	2021C Sr Project
Treasury	912796J75	9,999,383.60	9,999,589.07	9,998,778.30	0.0250%	9/24/2021	12/23/2021	General Fund
Agency - Federal Home Loan Bank	313385UQ7	14,997,337.50	14,997,781.25	14,996,400.00	0.0360%	9/24/2021	3/23/2022	General Fund
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	20,261,595.38	20,247,330.00	0.0550%	9/24/2021	6/10/2022	2020E Sr Project
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	21,517,814.29	21,502,664.46	0.0550%	9/24/2021	6/10/2022	2021C Sub Project
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	2,444,866.72	2,443,459.65	0.0076%	9/24/2021	9/21/2022	Grant Fund
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	9,999,454.86	9,993,700.00	0.0076%	9/24/2021	9/21/2022	Sr Lien DSR
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	99,994,548.58	99,937,000.00	0.0076%	9/24/2021	9/21/2022	2021B Sr Project
		<u>500,712,722.71</u>	<u>498,113,671.06</u>	<u>497,827,254.24</u>				

Agency	CUSIP #	COST	Cumulative Amortization	Book Value	Maturity Value	Interest Income		
						Accrued Interest	Amortization	Interest Earned
Treasury	912828J76B	3,969,623.85	(39,738.91)	3,929,884.94	3,901,500.00	5,689.69	(5,676.99)	12.70
Treasury	912828J76	3,473,102.91	(34,768.36)	3,438,334.55	3,413,500.00	4,978.02	(4,966.91)	11.11
Treasury	912828J76E	80,375,344.30	(804,617.51)	79,570,726.79	78,996,000.00	115,202.50	(114,945.36)	257.14
Treasury	912828J76D	74,433,372.42	(745,133.91)	73,688,238.51	73,156,000.00	106,685.83	(106,447.70)	238.13
Treasury	912828J76A	29,773,450.70	(298,054.58)	29,475,396.12	29,262,500.00	42,674.48	(42,579.22)	95.26
Treasury	912828J76C	49,622,078.65	(496,754.21)	49,125,324.44	48,770,500.00	71,123.65	(70,964.89)	158.76
Treasury	912828XW5	79,783,880.00	(113,764.44)	79,670,115.56	78,760,000.00	229,716.66	(113,764.44)	115,952.22
Treasury	912796J75	9,999,383.60	205.47	9,999,589.07	10,000,000.00	-	205.47	205.47
Agency - Federal Home Loan Bank	313385UQ7	14,997,337.50	443.75	14,997,781.25	15,000,000.00	-	443.75	443.75
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	(32,699.42)	20,261,595.38	20,000,000.00	70,833.33	(32,699.42)	38,133.91
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	(34,726.79)	21,517,814.29	21,240,000.00	75,225.00	(34,726.79)	40,498.21
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	12.12	2,444,866.72	2,445,000.00	142.62	12.12	154.74
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	49.56	9,999,454.86	10,000,000.00	583.33	(632.89)	(49.56)
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	495.58	99,994,548.58	100,000,000.00	5,833.34	495.58	6,328.92
		<u>500,712,722.71</u>	<u>(2,599,051.65)</u>	<u>498,113,671.06</u>	<u>494,945,000.00</u>	<u>728,688.45</u>	<u>(526,247.69)</u>	<u>202,440.76</u>

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	Balance		Accrued		Balance
	10/1/2021	Additions	Interest	Withdrawals	10/31/2021
Goldman Sachs	9,503,936.78		218.95	1,440,507.54	8,063,648.19

Travis County Escrow Fund - Ross Road

	Balance		Accrued		Balance
	10/1/2021	Additions	Interest	Withdrawals	10/31/2021
Goldman Sachs	86,167.67		2.16		86,169.83

Travis County Escrow Fund - Old San Antonio Road

	Balance		Accrued		Balance
	10/1/2021	Additions	Interest	Withdrawals	10/31/2021
Goldman Sachs	84,770.94		1.90		84,772.84

Travis County Escrow Fund - Old Lockhart Road

	Balance		Accrued		Balance
	10/1/2021	Additions	Interest	Withdrawals	10/31/2021
Goldman Sachs	261,137.32		5.73		261,143.05

Travis County Escrow Fund - County Line Road

	Balance		Accrued		Balance
	10/1/2021	Additions	Interest	Withdrawals	10/31/2021
Goldman Sachs	498,601.86		10.70	27,480.09	471,132.47

Travis County Escrow Fund - South Pleasant Valley Road

	Balance		Accrued		Balance
	10/1/2021	Additions	Interest	Withdrawals	10/31/2021
Goldman Sachs	363,451.81		7.84		363,459.65

Travis County Escrow Fund - Thaxton Road

	Balance		Accrued		Balance
	10/1/2021	Additions	Interest	Withdrawals	10/31/2021
Goldman Sachs	162,021.18		3.50		162,024.68

Travis County Escrow Fund - Pearce Lane Road

	Balance		Accrued		Balance
	10/1/2021	Additions	Interest	Withdrawals	10/31/2021
Goldman Sachs	354,288.47		7.66		354,296.13



183 South Design-Build Project

Contingency Status

October 31, 2021



Original Construction Contract Value: \$581,545,700

Total Project Contingency	\$47,860,000
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Obligations	CO#1	City of Austin ILA Adjustment	(\$2,779,934)
	CO#2	Addition of Coping to Soil Nail Walls	\$742,385
	CO#4	Greenroads Implementation	\$362,280
	CO#6	51st Street Parking Trailhead	\$477,583
	CO#9	Patton Interchange Revisions	\$3,488,230
	CO#10	City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0
	CO#17	Boggy Creek Turnaround	\$2,365,876
	CO#21	Wall 125 Differing Site Condition - Part A	\$1,263,577
	CO#26	Roadway Paving Additions	\$1,302,696
	CO#28	Cable Barrier System	\$316,501
	CO#21b	Wall 125 Differing Site Condition - Part B	\$1,292,264
	CO-31	City of Austin Waterline 133 (Bolm Rd)	\$632,557
	CO-37	Montopolis Truss Bridge Rail Revision and Overlay	\$597,572
	CO-20b	Maintenance and Repair Reimbursement (D-B Contract Sect. 11.2) - Part 2 Others Less than \$300,000 (31)	\$396,195 \$2,864,386
Executed Change Orders		\$13,322,000	
Change Orders Under Negotiation		\$620,000	
Potential Contractual Obligations		\$14,335,000	

(-) Total Obligations	\$28,277,000
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Remaining Project Contingency	\$19,583,000
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290E Ph. III
Contingency Status
October 31, 2021



Original Construction Contract Value: \$71,236,424

Total Mobility Authority Contingency	\$10,633,758
Total TxDOT Project Contingency	\$15,292,524

Obligations	Others Less than \$300,000 (11)	\$311,351
	Executed Change Orders	\$311,351
	Change Orders Under Negotiation	\$289,599
	Potential Contractual Obligations	\$1,860,000

(-) Total Obligations	\$2,460,950
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Remaining Mobility Authority Contingency	\$8,396,254
Remaining TxDOT Contingency	\$15,069,078



183A Phase III Project

Contingency Status

October 31, 2021



Original Construction Contract Value: \$175,695,656

Total Project Contingency	\$9,640,442
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Obligations	Others Less than \$300,000 (2)	\$0
	Executed Change Orders	\$0
	Change Orders Under Negotiation	\$45,000
	Potential Contractual Obligations	\$0

(-) Total Obligations	\$45,000
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Remaining Project Contingency	\$9,595,442
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183 North Mobility Project
Contingency Status
 October 31, 2021



Original Construction Contract Value: \$477,149,654

Total Project Contingency	\$39,541,000
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Obligations		
	Executed Change Orders	\$0
	Change Orders Under Negotiation	\$14,740,000
	Potential Contractual Obligations	\$10,000,000

(-) Total Obligations	\$24,740,000
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Remaining Project Contingency	\$14,801,000
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PERFORMANCE

As of October 31, 2021

Current Invested Balance	\$8,641,191,692.82
Weighted Average Maturity (1)	47 Days
Weighted Average Life (2)	62 Days
Net Asset Value	1.000040
Total Number of Participants	963
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$489,359.78
Management Fee Collected	\$414,515.49
% of Portfolio Invested Beyond 1 Year	0.35%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

October Averages

Average Invested Balance	\$8,812,309,532.22
Average Monthly Yield, on a simple basis	0.0100%
Average Weighted Maturity (1)	41 Days
Average Weighted Life (2)	58 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

NEW PARTICIPANTS

We would like to welcome the following entities who joined the TexSTAR program in October:

- * Brazoria County Municipal Utility District No. 66
- * Harris County Municipal Utility District No. 538
- * Luce Bayou Public Utility District
- * Montgomery County Municipal Utility District No. 165

*Montgomery County Municipal Utility District No. 166

HOLIDAY REMINDER

In observance of the **Veterans Day holiday, TexSTAR will be closed Thursday, November 11, 2021.** All ACH transactions initiated on Wednesday, November 10th will settle on Friday, November 12th.

In observance of the **Thanksgiving Day holiday, TexSTAR will be closed Thursday, November 25, 2021.** All ACH transactions initiated on Wednesday, November 24th will settle Friday, November 26th. Notification of any early transaction deadlines on the day preceding or following this holiday will be sent out by email to the primary contact on file for all TexSTAR participants.

ECONOMIC COMMENTARY

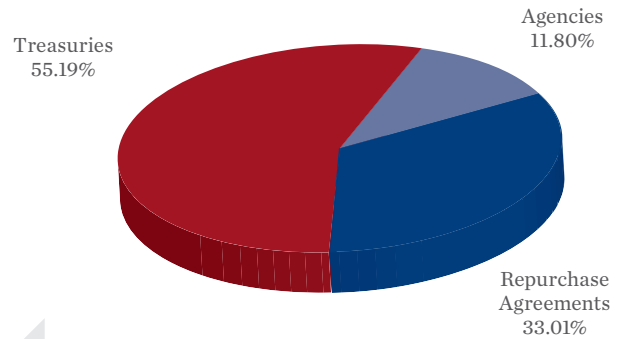
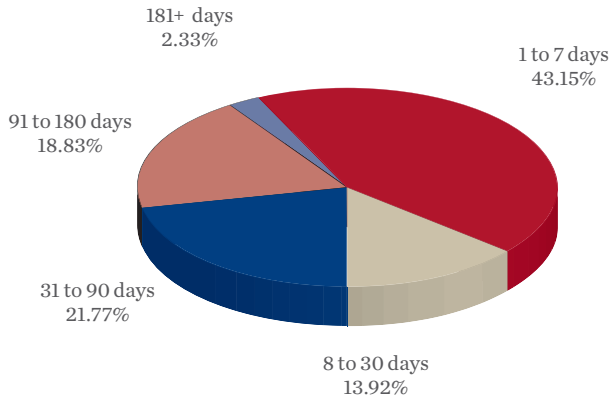
Market review

Early in the month, Congress extended the debt ceiling limit for two months. With the debt ceiling issue deferred until December, the market's focus shifted from politics in Washington to the Federal Reserve's (Fed's) monetary policy, economic growth and inflation. October was a bumpy month for fixed income markets as a combination of persistent bottlenecks in the global supply chain and booming energy prices increased concerns about prolonged inflationary pressures, leading markets to price in a faster pace of tightening from central banks across the world. The two-year US Treasury note, which yielded 0.21% in mid-September, hit a high of 0.56% in yield before ending at 0.50%. Meanwhile, with the first tightening still a ways away, Treasury bill yields were more muted. The three-month Treasury bill yield ended the month at 0.05%, up only 1.5 bps; and the 12-month Treasury bill yield ended at 0.12%, up 5 bps.

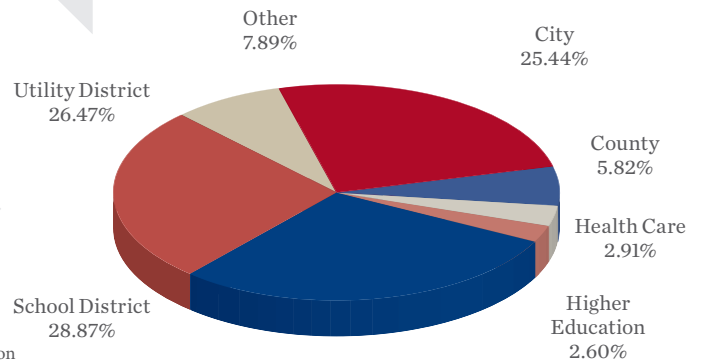
(continued page 4)

INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF OCTOBER 31, 2021



PORTFOLIO BY MATURITY AS OF OCTOBER 31, 2021 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF OCTOBER 31, 2021

(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

HISTORICAL PROGRAM INFORMATION

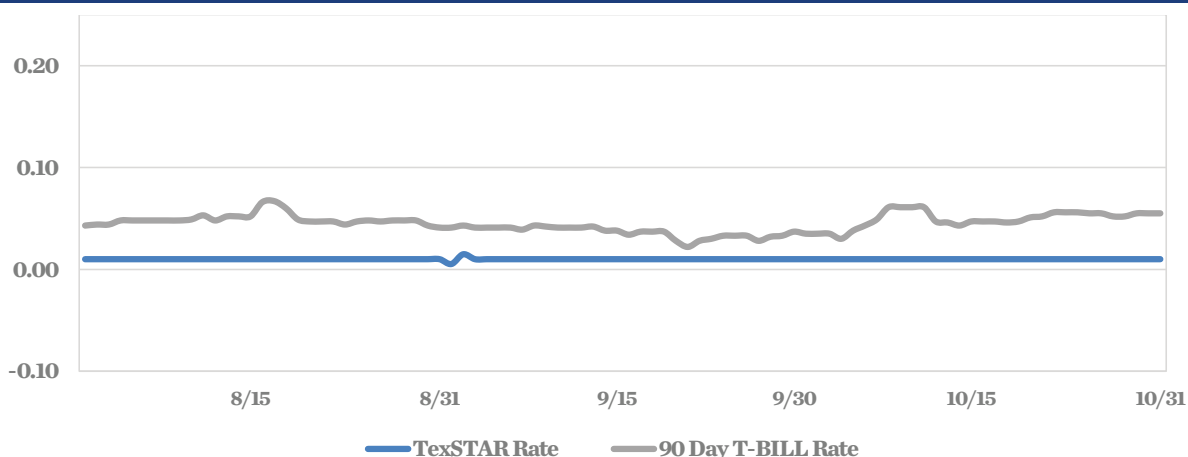
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Oct 21	0.0100%	\$8,641,191,692.82	\$8,641,540,291.95	1.000040	41	58	963
Sep 21	0.0100%	9,019,799,096.23	9,020,390,786.23	1.000065	43	62	958
Aug 21	0.0100%	8,945,411,473.29	8,945,978,474.21	1.000063	52	74	955
Jul 21	0.0100%	9,139,785,043.86	9,140,404,119.19	1.000071	41	68	949
Jun 21	0.0100%	9,172,985,137.74	9,173,600,615.43	1.000084	40	71	943
May 21	0.0100%	9,216,832,522.03	9,217,901,991.74	1.000116	46	82	938
Apr 21	0.0113%	8,986,711,365.42	8,987,836,525.94	1.000131	40	78	936
Mar 21	0.0216%	9,103,231,627.43	9,104,638,524.44	1.000154	47	86	935
Feb 21	0.0334%	9,576,230,496.50	9,577,678,764.35	1.000151	46	87	934
Jan 21	0.0583%	9,443,485,770.86	9,445,046,065.21	1.000165	38	84	934
Dec 20	0.0676%	8,682,050,804.34	8,683,648,113.09	1.000183	42	96	933
Nov 20	0.0944%	8,910,228,194.78	8,911,909,859.79	1.000188	46	104	933

PORTFOLIO ASSET SUMMARY AS OF OCTOBER 31, 2021

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 59.26	\$ 59.26
Accrual of Interest Income	3,168,827.66	3,168,827.66
Interest and Management Fees Payable	(516,147.34)	(516,147.34)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,851,802,999.82	2,851,802,999.82
Government Securities	5,786,735,953.42	5,787,084,552.55
TOTAL	\$ 8,641,191,692.82	\$ 8,641,540,291.95

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TEXSTAR VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

DAILY SUMMARY FOR OCTOBER 2021

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
10/1/2021	0.0100%	0.000000274	\$8,990,509,811.17	1.000063	38	56
10/2/2021	0.0100%	0.000000274	\$8,990,509,811.17	1.000063	38	56
10/3/2021	0.0100%	0.000000274	\$8,990,509,811.17	1.000063	38	56
10/4/2021	0.0100%	0.000000274	\$8,965,027,203.41	1.000069	37	55
10/5/2021	0.0100%	0.000000274	\$8,832,585,696.66	1.000064	40	58
10/6/2021	0.0100%	0.000000274	\$8,854,341,435.10	1.000055	39	57
10/7/2021	0.0100%	0.000000274	\$9,053,023,535.78	1.000060	39	56
10/8/2021	0.0100%	0.000000274	\$9,001,396,379.68	1.000049	37	54
10/9/2021	0.0100%	0.000000274	\$9,001,396,379.68	1.000049	37	54
10/10/2021	0.0100%	0.000000274	\$9,001,396,379.68	1.000049	37	54
10/11/2021	0.0100%	0.000000274	\$9,001,396,379.68	1.000049	37	54
10/12/2021	0.0100%	0.000000274	\$8,885,564,811.22	1.000053	38	55
10/13/2021	0.0100%	0.000000274	\$8,844,676,777.24	1.000058	38	55
10/14/2021	0.0100%	0.000000274	\$8,819,207,759.70	1.000060	37	54
10/15/2021	0.0100%	0.000000274	\$8,863,141,039.48	1.000050	36	53
10/16/2021	0.0100%	0.000000274	\$8,863,141,039.48	1.000050	36	53
10/17/2021	0.0100%	0.000000274	\$8,863,141,039.48	1.000050	36	53
10/18/2021	0.0100%	0.000000274	\$8,820,708,658.77	1.000050	36	52
10/19/2021	0.0100%	0.000000274	\$8,817,298,490.10	1.000053	35	52
10/20/2021	0.0100%	0.000000274	\$8,757,864,435.32	1.000055	46	61
10/21/2021	0.0100%	0.000000274	\$8,670,443,771.61	1.000049	48	64
10/22/2021	0.0100%	0.000000274	\$8,563,676,464.67	1.000043	47	63
10/23/2021	0.0100%	0.000000274	\$8,563,676,464.67	1.000043	47	63
10/24/2021	0.0100%	0.000000274	\$8,563,676,464.67	1.000043	47	63
10/25/2021	0.0100%	0.000000274	\$8,627,019,164.66	1.000044	47	63
10/26/2021	0.0100%	0.000000274	\$8,695,711,498.46	1.000044	48	64
10/27/2021	0.0100%	0.000000274	\$8,685,050,873.43	1.000045	48	63
10/28/2021	0.0100%	0.000000274	\$8,671,928,844.07	1.000045	48	64
10/29/2021	0.0100%	0.000000274	\$8,641,191,692.82	1.000040	47	62
10/30/2021	0.0100%	0.000000274	\$8,641,191,692.82	1.000040	47	62
10/31/2021	0.0100%	0.000000274	\$8,641,191,692.82	1.000040	47	62
22						
Average	0.0100%	0.000000274	\$8,812,309,532.22		41	58



ECONOMIC COMMENTARY (cont.)

Real GDP expanded at a meager 2% annual rate in the third quarter, below the 2.6% consensus estimate and a sharp slowdown from robust gains earlier in the year, driven by worsening supply chain constraints and a delta-driven slowdown in consumption. Consumer spending, which makes up 69% of the economy, markedly decelerated, growing at just 1.6% after climbing 12.0% and 11.6% in the past two quarters. This weakness largely reflects the toll of deepening supply shortages and transportation bottlenecks on spending, with spending on goods falling 9.2% this past quarter. Weaker auto sales alone subtracted 2.4% points from GDP.

The rotation to services continued, although at a slower pace from the previous quarter as coronavirus cases once again surged. While supply chain issues may persist well into 2022, recent data confirms economic momentum is beginning to pick up. The October flash PMIs overall were better than expected on a composite basis. While manufacturing fell more than expected from 60.7 to 59.2 due to supply constraints continuing to impact the sector, services bounced sharply to 58.2 from 54.9, benefiting from a decline in COVID cases.

Inflation has well surpassed the Federal Open Market Committee's (FOMC's) 2% target, with the headline PCE price index rising +4.4% year-over-year (y/y) in September. The core PCE deflator also rose to +3.6% y/y. The September CPI report showed consumer prices have resumed a faster pace of growth as more sustainable sources of inflation are now picking up. Headline CPI for September rose +5.4% y/y, primarily driven by increases in the prices of food and shelter. Further increases in shelter costs, which make up a third of the overall index, could provide a more durable tailwind to inflation in the coming months.

Outlook

The pandemic and the policy responses have set off a wave of inflation that is more than double the Fed's long-run target. While supply chain challenges are expected to linger well into 2022, subsiding COVID-19 infections and stronger household spending in the final months of the year should allow the economy to soon overcome these roadblocks. Inventories remain at very low levels and strong supply chain spending should allow companies to gradually restock shelves and meet more consumer demand. That being said, we do expect the post-pandemic economic environment to manifest somewhat higher inflation than over the last decade due to higher wage growth, faster-rising rents and higher inflation expectations.

Recent data have confirmed a pickup in momentum. September existing home sales and durable goods came in strong, October consumer confidence bounced and weekly initial jobless claims reached new pandemic lows. We expect GDP to reaccelerate over the next two quarters to an above-5% rate, before slowing to a roughly 2% pace thereafter. Soothing supply chain woes may prove easier than solving the riddle of chronic worker shortages, which may pose a more permanent roadblock to growth later in 2022 and beyond.

The third-quarter corporate earnings season has been very strong so far. As of this writing, with 74% of market cap reporting, 82% of companies have beaten earnings expectations and 66% have surpassed revenue expectations. Still, the earnings surge is likely to slow dramatically in 2022 as companies face higher interest rates, faster-growing wages, slowing economic growth and potentially higher taxes.

At its November FOMC meeting, the Fed announced that it will begin tapering its asset purchases. Starting in mid-November, the Fed will reduce its monthly purchases by \$15 billion (\$10 billion in U.S. Treasuries and \$5 billion in mortgage-backed securities), but may adjust these amounts going forward depending on changes in their economic outlook. While the committee said that supply and demand imbalances have contributed to "sizable price increases in some sectors," they also hedged a bit, adding "Inflation is elevated largely reflecting factors that are expected to be transitory." Once tapering ends in mid-2022, the Fed is likely to begin its first rate hike in late 2022 or early 2023.

This information is an excerpt from an economic report dated October 2021 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.



TEXSTAR BOARD MEMBERS

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David Pate	Richardson ISD	Governing Board Vice President
Anita Cothran	City of Frisco	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
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James Mauldin	DFW Airport/Non-Participant	Advisory Board
Sandra Newby	Tarrant Regional Water Dist/Non-Participant	Advisory Board
Eric Cannon	Qualified Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board

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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021
AGENDA ITEM #5

Discuss and consider an appeal by Parsons Neology Joint Venture of the Executive Director's protest determination regarding the selection of Electronic Transaction Consultants, LLC for award of a contract to provide electronic toll collection integration and maintenance services for the Mobility Authority

Strategic Plan Relevance:	Not Applicable
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Not Applicable
Funding Source:	Not Applicable
Action Requested:	Consider and act on draft resolution

Project Description/Background: On October 27, 2021, the Central Texas Regional Mobility Authority (the "Mobility Authority") Board received a recommendation from the Electronic Toll Collection System (ETCS) Technical Evaluation Committee to approve Electronic Transaction Consultants, LLC (ETC) as the successful respondent to the ETCS Request for Proposal (RFP). The Mobility Authority's Policy Code provides that entities may protest bid-related issues in writing through a filing submitted to the Executive Director. On November 2, 2021, a timely protest was filed on behalf of Parsons-Neology Joint Venture ("PNJV") contesting the selection.

Several issues were raised in the protest regarding ETC's RFP response. These included PNJV's assertion that ETC may have proposed the use of Neology proprietary software; that ETC is not authorized to use or transfer Neology software; and that ETC may have misrepresented their response to questions related to their proposal being installed in a revenue collection capacity.

Based upon the protest submitted by PNJV, the Mobility Authority Policy Code, the bid documents, the bid submitted by ETC, and other matters relevant to the procurement,

the Executive Director denied PNJV's protest and upheld the decision to deem ETC as the successful proposer. The Parsons Neology joint Venture has appealed this decision to the Authority's Board of Directors in a letter dated December 9, 2021.

Previous Actions & Brief History of the Program/Project: In November 2020, the Mobility Authority publicly released a Request for Qualification (RFQ) on CIVCAST for electronic toll collection integration and maintenance services. Notice was advertised with IBTTA, Toll Road News, and the Austin American-Statesman. Six responses to the RFQ were received from ACS-SICE Joint Venture, Emovis, ETC, Kapsch TrafficCom, USA, Parsons-Neology Joint Venture, and TransCore. All but Emovis were prequalified to receive the Request for Proposals (RFP).

In October 2021, the Mobility Authority Board approved the recommended vendor to proceed into contract negotiations.

Financing: Not Applicable

Action requested/Staff Recommendation: After reviewing the appeal submitted by PNJV and evaluating the statements contained with the letter, staff recommends that the Board uphold the decision of the ETCS Evaluation Team and Mobility Authority Executive Director.

Backup provided: Draft resolution to be provided at the board meeting.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021 AGENDA ITEM #6

Discuss and consider approving a contract with Electronic Transaction Consultants, LLC to provide electronic toll collection integration and maintenance services for the Mobility Authority

Strategic Plan Relevance:	Explore and Invest in Transformative Technology and Adopt Industry Best Practices; Deliver Multi-faceted Mobility Solutions; Invest in Efforts that Extend Beyond Roadways
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Not to Exceed \$79,720,455 <i>(includes a 10% contingency)</i>
Funding Source:	To Be Determined Per Project / Work Authorization
Action Requested:	Consider and act on draft resolution

Project Description / Background: In late 2019, the Mobility Authority initiated steps to procure a replacement roadside integration and maintenance services contract.

In March 2021, the Mobility Authority released a Request for Proposal (RFP) to the prequalified, short-listed Toll System Integrators (TSIs). Five responses to the RFP were received in June 2021. Evaluation committees were formed to consider each element of the response. The committees reviewed the proposals and scored the results.

In September 2021, the Mobility Authority released a request for Best and Final Offer (BAFO) to the RFP respondents. BAFO pricing updates were received in October 2021. Cost Proposal scoring was updated and reviewed by the Evaluation committees.

In October 2021, the resultant rankings as well as the team's recommendation for the successful vendor were presented to the Mobility Authority's Executive Director. After careful review, the Executive Director brought a recommendation to the Board for its consideration and action to award a contract to the proposer that provides the best

value to the Mobility Authority, based on the criteria and weighting established in the procurement documents.

The recommended proposer was Electronic Transaction Consultants (ETC). The Board approved this recommendation and authorized the Executive Director to negotiate an Agreement with ETC for toll systems integration and maintenance services for the Mobility Authority's electronic toll collection system. The following provides a high-level summary of the Agreement's terms and conditions.

- **Agreement Term.** The initial term of the Agreement is six (6) years with an option for two (2) successive two (2) year renewal terms, subject to approval of the Mobility Authority's Board of Directors. In addition, the parties may agree to extend the term in order for the Contractor to provide Maintenance Services for a period covering the useful life of the roadside toll collection equipment on CTRMA Projects installed by the Contractor pursuant to this Agreement.
- **Scope.** The scope of the Agreement mirrors that outlined in the ETCS procurement documents and generally covers roadside systems and infrastructure; transaction processing; image processing; a dynamic pricing system that calculates and provides toll rates based on traffic conditions in the express and general purpose lanes; a comprehensive reporting system; staff to support the Authority's Traffic Incident & Management (TIM) Center operation; network administration; and all necessary maintenance services to support all hardware, software, and network on the ETCS. Finally, the scope requires an interface with Mobility Authority's Data Platform System for transmission and reconciliation of trips, images, and for receipt of Transponder Validation Lists (TVL) and other files.
- **Termination.** The Authority has the right to terminate this Agreement at its reasonable option, at any time with or without cause, by providing sixty (60) days written notice.
- **Satisfactory Performance.** The Agreement includes financial consequences for failure to adhere to specified Service Level Agreements (SLAs).
- **Revenue Assurance.** The Agreement also obligates the Contractor to make payment to the Authority of all lost revenue and other direct damages associated with the loss, including payments made to the Authority's third-party vendors.
- **Non-revenue Damages.** The Agreement compels the Contractor to make payment to the CTRMA for any costs incurred by the CTRMA to complete and/or correct the work for which the Contractor failed to perform.

- **Performance Bonds.** Payment bonds are required to secure the Contractor's obligations in providing the Services as well as to ensure adequate compensation for any loss of revenue incurred by the CTRMA.

The total cost for this Agreement is not to exceed \$79,720,455. This value covers all toll collection system installation and maintenance services for new projects as well as existing projects as they are replaced. The not to exceed cost includes a 10% project contingency to cover unforeseen events such as extended testing efforts, new requirements, additional scope, etc.

Previous Actions & Brief History of the Program/Project: In November 2020, the Mobility Authority publicly released a Request for Qualification (RFQ) on CIVCAST for electronic toll collection integration and maintenance services. Notice was advertised with IBTTA, Toll Road News, and the Austin American-Statesman. Six responses to the RFQ were received from ACS-SICE Joint Venture, Emovis, ETC, Kapsch TrafficCom, USA, Parsons-Neology Joint Venture, and TransCore. All but Emovis were prequalified to receive the Request for Proposals (RFP).

In October 2021, the Mobility Authority Board approved the recommended vendor to proceed into contract negotiations.

Financing: To Be Determined Per Project / Work Authorization

Backup Provided: Draft resolution
Draft contract

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

RESOLUTION NO. 21-0XX

**APPROVING A CONTRACT WITH
ELECTRONIC TRANSACTION CONSULTANTS, LLC FOR ELECTRONIC TOLL
COLLECTION INTEGRATION AND MAINTENANCE SERVICES**

WHEREAS, the Mobility Authority currently uses an outsourced solution developed by Kapsch TrafficCom USA Inc. to handle the end-to-end toll transaction management processes and workflow; and

WHEREAS, Mobility Authority is developing a data platform to transition all toll transaction data processing and data management capabilities after the point of transaction creation from Kapsch TrafficCom USA Inc. to the Mobility Authority; and

WHEREAS, the Mobility Authority requires a vendor to provide electronic toll collection integration and maintenance services to interface with the new data platform; and

WHEREAS, by Resolution No. 21-065, dated October 27, 2021, the Board authorized the Executive Director to negotiate a contract with Electronic Transaction Consultants, LLC to provide electronic toll collection integration and maintenance services for the Mobility Authority; and

WHEREAS, the Executive Director and Electronic Transaction Consultants, LLC have negotiated a proposed contract for electronic toll collection integration and maintenance services in an amount not to exceed \$79,720,455; and

WHEREAS, the Executive Director recommends that the Board approve the proposed contract with Electronic Transaction Consultants, LLC in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the contract with Electronic Transaction Consultants, LLC for electronic toll collection integration and maintenance services in an amount to not exceed \$79,720,455 and authorizes the Executive Director to finalize and execute the contract on behalf of the Mobility Authority in the form or substantially same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15th day of December 2021.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AGREEMENT FOR

ROADSIDE TOLL COLLECTION SYSTEM

INSTALLATION AND MAINTENANCE SERVICES

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**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
ROADSIDE TOLL COLLECTION SYSTEM INSTALLATION AND MAINTENANCE
SERVICES**

This Agreement for Roadside Toll Collection System Installation and Maintenance Services (the “Agreement”) is made and entered into 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 Electronic Transaction Consultants, LLC (the “Contractor”), to be effective as of the 15th day of December, 2021 (the “Effective Date”). The purpose of the Agreement is to provide for the implementation of roadside toll collection equipment on one or more CTRMA Projects and potentially projects of other toll authorities, as well as to provide for maintenance services for the roadside toll collection equipment.

WITNESSETH:

The parties acknowledge the following:

WHEREAS, pursuant to that certain Request for Proposals dated March 18, 2020 (the “RFP”), the CTRMA sought to identify and obtain the services of a qualified firm to provide toll collection system installation and maintenance services for the CTRMA, and, potentially, other regional mobility authorities; and

WHEREAS, five (5) firms were shortlisted from a total of six (6) firms that submitted responses setting forth their respective qualifications and proposals for the work; and

WHEREAS, the Contractor was identified by the CTRMA as the best value proposer to provide the required services; and

WHEREAS, this Agreement has been negotiated and finalized between the parties whereby services will be provided by the Contractor and compensation will be paid by the CTRMA pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the benefits received and realized by the respective parties hereto, the parties do hereby agree as follows:

**ARTICLE 1
THE SERVICES**

The CTRMA hereby retains the Contractor, as an independent contractor, and the Contractor agrees to provide toll collection system installation and maintenance services to the CTRMA, and possibly other toll authorities upon the terms and conditions provided in this Agreement. The scope of services are described in Appendix “A”, and shall include, but not be limited to: (1) the design and implementation of an electronic toll collection system (“ETCS”) for newly constructed or expanded CTRMA projects and replacement of existing toll collection systems on CTRMA projects (the “Installation Services”); and (2) maintenance of the ETCS (the “Maintenance Services”) (the Installation Services and Maintenance Services, along with other

services described in Appendix “A”, are collectively referred to herein as the “Services”). In performing the Services, the Contractor shall comply with the business rules set forth in Appendix “A” (the “Business Rules”) which set for the criteria and conditions for various operational requirements of the ETCS.

The Contractor acknowledges and agrees that the Services provided for herein will be provided to the CTRMA and may also be provided for the benefit of other toll authorities through agreements between the CTRMA and the other entities. All terms related to the performance of the Services hereunder to and for the CTRMA shall apply equally to Services provided to other toll authorities, and the CTRMA shall have the right, without objection from the Contractor, to seek performance hereunder and enforce the terms of this Agreement on its own behalf and on behalf of any other entities receiving the Services provided for herein.

The Contractor shall be expected to operate independently from the CTRMA and without extensive oversight and direction. The Contractor represents and warrants that it shall commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the CTRMA throughout the term of the Contractor’s performance of the Services described in this Agreement.

ARTICLE 2
PROSECUTION OF WORK AND COMPENSATION

The CTRMA Board of Directors has established a not to exceed amount of \$79,720,455.00 for this Agreement. 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:

2.1 **INSTALLATION SERVICES**

a. Commencement of Work. The Contractor shall not proceed with any Installation Services until a Work Authorization has been issued pursuant to subsection 2.1.b. below. Each Work Authorization for an existing CTRMA Project shall include a transition plan within the scope, generally describing a sequence and schedule for replacing and/or installing roadside toll collection equipment on the CTRMA Project.

b. Work Authorizations. Each activity, task, or project related to the Installation Services shall be performed pursuant to a separate Work Authorization, signed by the CTRMA and the Contractor. Work shall be performed in accordance with the scope, schedule, and budget set forth in said Work Authorization. The standard form of Work Authorization is attached hereto as Appendix “B” and made a part hereof. The standard form of Work Authorization may be modified during the term of this Agreement at the direction of the CTRMA or as agreed to by the Parties. No amendment of this Agreement is required if the standard form of Work Authorization is amended.

Upon written (including emailed) request from the CTRMA, the Contractor shall prepare a Work Authorization for a specific task or project, to be submitted for the CTRMA's approval. A proposed Work Authorization must be submitted within thirty (30) days of receipt of the written (or emailed) request. No work shall begin on the activity until the Work Authorization is approved by the CTRMA's Executive Director and is fully executed. The basis for payment on each Work Authorization will be stated in the Work Authorization as either (i) a lump sum, which may be paid in multiple milestone payments, or (ii) cost plus, using the Installation Service Unit Prices shown in Appendix "C" and estimated hours calculated based on the labor rates shown in Appendix "E". In all cases a maximum "not-to-exceed" amount for the work will be identified in the Work Authorization, and in no event will the maximum be exceeded without prior approval by the CTRMA Executive Director.

The assignment and authorization of work, if any, shall be at the sole discretion of the CTRMA.

c. Early Completion Incentives. As an inducement to the Contractor to complete the Installation Services subject to a particular Work Authorization in advance of the original completion deadline, the CTRMA may specify in a Work Authorization an amount to be paid as an early completion incentive, and a methodology for determining when all or a portion of the incentive payment has been earned. If, at the option of the CTRMA, an early completion incentive is made available, the maximum amount thereof shall be reflected in the Work Authorization as part of the not to exceed amount stated therein. The CTRMA is not required to make an early completion incentive available on any project or in any Work Authorization.

d. Delays in Completing Installation Services. It is critical to the financial stability of the CTRMA and essential for the convenience of the traveling public that the performance of Installation Services is carried out in accordance with the schedules set forth in any Work Authorization. Damages for failure to meet a schedule deadline are difficult to estimate, and therefore shall result in liquidated damages being assessed by the CTRMA at a rate specified in the applicable Work Authorization, unless specific time extensions have been requested by the Contractor and approved by the CTRMA, at its sole discretion. The CTRMA reserves the right to deduct the amount of liquidated damages from any funds due the Contractor. If retained funds or other funds due the Contractor are not sufficient to cover the liquidated damages, the Contractor, or surety (as set forth in Article 7) shall promptly pay the amount due. Nothing herein shall preclude the delay in performance from being an event providing for notice and possible termination under Article 4. Without waiving the foregoing, if at any time during the term of this Agreement the Contractor cannot provide the requested Installation Services within the time required by the CTRMA or for any other reason, the CTRMA may, without waiving any other rights it may have under this Agreement, procure the Installation Services from any other source it deems capable of providing those Installation Services.

e. Adjustment of Installation Services Prices. The initial prices to be used for establishing the Installation Services Unit Prices in any Work Authorization are set forth in Appendix "C" and Appendix "E" and shall be adjusted annually commencing on the second anniversary of this Agreement to account for increases or decreases in the costs of labor and materials from the costs as of the Effective Date. Any increase or decrease in the annual adjustment shall not result in rates increasing or decreasing by more than 5% from the prior years'

adjustment. Notwithstanding the foregoing, the Installation Services Unit Prices in any Work Authorization in effect at the time of an adjustment will not be subject to such adjustment. Price adjustments subject to this subsection 2.1.e. shall be based on the following indices:

i. labor amounts shall be adjusted in accordance with the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Installation Workers for the Austin, Texas metropolitan area (“all items”) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

ii. material amounts shall be adjusted in accordance with the Electrical Machinery and Equipment Index (WPU 117), as published by the U.S. Bureau of Labor Statistics.

2.2 MAINTENANCE SERVICES

a. Commencement of the Maintenance Services. The initiation of the Maintenance Services shall commence with the issuance of a Work Authorization describing the facilities and equipment to be maintained. A Work Authorization for Maintenance Services will not be issued until all requirements under the Work Authorization for Installation Services for the applicable CTRMA Project have been completed to the satisfaction of the CTRMA, and any maintenance service required prior to the issuance of a Work Authorization for Maintenance Services shall be deemed to be part of the requirements of the Installation Services.

b. Fees and Charges. The CTRMA shall pay a monthly fee (the “Monthly Fee”) for the Maintenance Services to be performed using the Maintenance Services Unit Prices set forth in the Appendix “D” and for the equipment and facilities identified therein and, if applicable, the labor rates shown in Appendix “E”. The Monthly Fee shall be adjusted following the Initial Term as provided in subsection 2.2.e.

c. Revisions to Scope of Maintenance Services. Any revision to the scope of the Maintenance Services assigned to the Contractor in accordance with this Agreement, including but not limited to the addition or removal of lanes or segments of CTRMA projects or an adjustment in the price for the Maintenance Services, shall be implemented pursuant to a Supplemental Work Authorization authorized by the CTRMA, which shall also include any changes to the Monthly Fee.

d. Delays in Completing Maintenance Services. It is critical to the financial stability of the CTRMA and essential for the convenience of the traveling public that the performance of Maintenance Services is carried out in accordance with the Service Level Agreements (“SLAs”) set forth in Appendix “F”. Damages for failure to meet a schedule deadline are difficult to estimate, and therefore shall result in liquidated damages being assessed by the CTRMA at a rate specified in the Appendix “F”, unless specific time extensions have been requested by the Contractor and approved by the CTRMA, at its sole discretion. The CTRMA reserves the right to deduct the amount of liquidated damages from any funds due the Contractor. If retained funds or other funds due the Contractor are not sufficient to cover the liquidated damages, the Contractor, or surety (as set forth in Article 7) shall promptly pay the amount due. Nothing herein shall preclude the delay in performance from being an event providing for notice and possible termination under Article 4. Without waiving the foregoing, if at any time during the

term of this Agreement the Contractor cannot provide the requested Maintenance Services within the time required by the CTRMA or for any other reason, the CTRMA may, without waiving any other rights it may have under this Agreement, procure the Maintenance Services from any other source it deems capable of providing those Maintenance Services.

e. Adjustment of Maintenance Services Prices. The Monthly Fee shall not be increased or decreased during the Initial Term except for adjustment as a result of adding additional lanes or segments resulting in an increase in fees, or closing existing lanes or segments resulting in a decrease in fees. The initial prices to be used for establishing the Monthly Fee are set forth in Appendix "D" and Appendix "E" and shall be adjusted annually commencing on the second anniversary of this Agreement to account for increases or decreases in the costs of labor and materials from the costs as of the Effective Date. Any increase or decrease in the annual adjustment shall not result in rates increasing or decreasing by more than 5% from the prior years' adjustment. Price adjustments subject to this subsection 2.2.e. shall be based on the following indices:

i. labor amounts shall be adjusted in accordance with the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Installation Workers for the Austin, Texas metropolitan area ("all items") as published by the U.S. Department of Labor, Bureau of Labor Statistics.

ii. material amounts shall be adjusted in accordance with the Electrical Machinery and Equipment Index (WPU 117), as published by the U.S. Bureau of Labor Statistics.

2.3 COMPENSATION, GENERALLY

a. EXPENSES. The compensation described above is anticipated by the CTRMA and the Contractor to be full and sufficient compensation and reimbursement for the performance of the Services. The Contractor shall not be entitled to reimbursement from the CTRMA for out of pocket expenses incurred by the Contractor related to the performance of its duties under this Agreement.

b. INVOICES AND RECORDS. The Contractor shall submit a monthly invoice certifying the time sheets reflecting the number of hours worked by Contractor personnel and the costs associated with providing the Services under this Agreement during the previous month, and shall also present a reconciliation of monthly invoices and the Work Authorization (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the CTRMA, including a breakdown of Services provided pursuant to specified Work Authorizations and, if applicable, a report reflecting the progress on each SLA subject to the specified Work Authorization. The costs associated with work performed on any Work Authorization will be tracked and reported to the CTRMA separately from other work performed by the Contractor. The monthly invoice to the CTRMA will include a progress summary of the work performed the previous month on each ongoing Work Authorization.

Upon request of the CTRMA, the Contractor shall also submit certified time and expense records and copies of invoices that support the invoiced time and expense figures. In the event that the work performed under this Agreement is subject to federal or state reporting

requirements, Contractor shall submit any supporting information required to comply with such reporting requirements not otherwise provided for under this Agreement.

c. **EFFECT OF PAYMENTS.** Payment terms are net thirty (30) days after receipt of an undisputed invoice. No payment by the CTRMA shall relieve the Contractor of its obligation to timely deliver the Services required under this Agreement. If after approving or paying for any Service, product or other deliverable, the CTRMA determines that said Service, product, or deliverable does not satisfy the requirements of this Agreement, the CTRMA may reject the same and, if the Contractor fails to correct, cure, or provide a plan acceptable to the CTRMA for cure within a reasonable period of time, but no later than thirty (30) days after receipt of written notice of the manner in which a Service, product, or deliverable does not satisfy the requirements of this Agreement, and at no additional cost to the CTRMA, the Contractor shall return any compensation received therefore. In addition to all other rights provided in this Agreement, the CTRMA shall have the right to set off any amounts owed by the Contractor pursuant to the terms of this Agreement upon providing the Contractor prior written notice thereof. Disputed amounts are to be resolved pursuant to the dispute resolution process as provided in Article 38 of this Agreement. If it is determined that the CTRMA has wrongfully withheld amounts from payment, the CTRMA shall promptly pay all withheld amounts.

Except to the extent amounts owed may be set off as provided above, the CTRMA shall make timely payments for all undisputed amounts. If any undisputed amounts remain outstanding for more than sixty (60) days, the Contractor retains the right to suspend performance under this Agreement (including but not limited to suspending CTRMA's license to Software) without any further obligation or liability. Contractor's right to suspend performance is subject to first providing a written notice to the CTRMA detailing the undisputed amounts which have been outstanding for more than sixty (60) days. If the CTRMA fails to cure such outstanding undisputed amounts no later than thirty (30) days after receipt of the written notice, Contractor may suspend performance under this Agreement.

d. **TAXES.** The Contractor acknowledges that the CTRMA is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code.

ARTICLE 3 **TERM OF AGREEMENT**

It is understood and agreed that the initial term of this Agreement shall be a period of six (6) years, commencing on the Effective Date and concluding on December 15, 2027, (the "Initial Term") subject to the earlier termination of this Agreement pursuant to Articles 4 or 5 below or further extension upon agreement of both parties. There shall be two (2) successive two (2) year renewal terms following the expiration of the Initial Term, each of which shall be subject to approval of the CTRMA Board of Directors. In addition to the Initial Term and the renewal terms, the parties may agree to extend the term of this Agreement in order for the Contractor to provide Maintenance Services for a period covering the useful life of the roadside toll collection equipment on CTRMA Projects installed by the Contractor pursuant to this Agreement.

In addition to any termination rights set forth in this Agreement, either party may elect not to extend the term of one or both of the renewal terms by providing one hundred eighty (180) days

written notice to the other prior to the end of the then current term. Upon delivery of such written notice, the parties will commence the succession plan, as set forth in Appendix "A". If at any time during the term of this Agreement the Contractor cannot provide the requested Services within the time required by the CTRMA or for any other reason, the CTRMA may, without waiving any other rights it may have under this Agreement, procure the Services from any other source it deems capable of providing those Services.

ARTICLE 4 **TERMINATION FOR DEFAULT**

Time is of the essence with respect to the performance and completion of all the Services to be furnished by the Contractor pursuant to Work Authorizations issued and which specify an agreed-upon completion or delivery date. Without limiting the foregoing, the Contractor shall furnish all Services in such a manner and at such times as the CTRMA may require. Except as provided below, should the Contractor at any time (a) not carry out its obligations under this Agreement or (b) not be providing the Services to be rendered hereunder in an expeditious and efficient manner and in full compliance with this Agreement, or if the Contractor shall fail in any manner to discharge any other of its obligations under this Agreement, the CTRMA may, upon providing the Contractor with not less than thirty (30) days prior written notice and opportunity to cure (provided that in no event shall the cure period be more than thirty (30) days from receipt of the written notice unless a plan for a longer cure period is provided by Contractor and approved by the CTRMA in its sole discretion), terminate this Agreement. Such termination shall not constitute a waiver or release by the CTRMA of any claims for damages, claims for additional costs incurred by the CTRMA to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the Contractor for its failure to perform satisfactorily any obligation hereunder, nor shall such termination pursuant to this Article 4 or Article 5 below abrogate or in any way affect the indemnification obligations of the Contractor set forth in Article 17 hereof.

Contractor has provided the CTRMA with three (3) years of financial statements as part of its Proposal (as defined in Article 20), and has represented that it has experienced positive cash flow during that three (3) year period. Contractor shall have a continuing obligation under this Agreement to notify the CTRMA of: (i) any material adverse change in its financial position or the occurrence of any event which may result in an adverse change (such as claims, litigation, etc.); (ii) the failure to maintain a positive cash flow for any fiscal year during the term of this Agreement; or (iii) any event of insolvency or the initiation of any bankruptcy proceeding or other action seeking protection from creditors or claimants during the term of this Agreement. The failure to provide required notification shall be an event of default for which the CTRMA may terminate this Agreement without the requirement for notice as set forth in the preceding paragraph.

If the CTRMA terminates this Agreement as provided either in this Article 4 or Article 5, no fees of any type, other than fees due and payable as of the termination date pursuant to Article 2 hereof for work performed and acceptable to the CTRMA, shall thereafter be paid to or collected by the Contractor, and the CTRMA shall have a right to offset or otherwise recover any damages incurred by reason of the Contractor's breach hereof, together with the right to offset amounts owed to the Contractor pursuant to Article 7 hereof. In determining the amount of any payments

owed to the Contractor, the value of the work performed by the Contractor prior to termination shall be no greater than the value that would result by compensating the Contractor in accordance with Article 2 hereof for all Services performed and expenses reimbursable in accordance with this Agreement.

ARTICLE 5 **OPTIONAL TERMINATION**

In addition to the process for termination described above, this Agreement may also be terminated as follows:

a. **GENERALLY.** The CTRMA has the right to terminate this Agreement at its reasonable option, at any time with or without cause, by providing sixty (60) days written notice of such intention to terminate pursuant to this subsection 5.a. hereof and by stating in said notice the optional termination date. Upon such optional termination, the CTRMA shall enter into a settlement with the Contractor upon an equitable basis as determined by the CTRMA, which shall fix the value of the work performed by the Contractor prior to the optional termination date. In determining the value of the work performed, the CTRMA in all events shall compensate the Contractor for any reasonable costs or expenses actually incurred and which are attributable to the exercise of the CTRMA's optional termination, on an equitable basis as determined by the CTRMA as noted above, provided, however, that no consideration will be given to anticipated profit which the Contractor might possibly have made on the uncompleted portion of the Services.

b. **NO FURTHER RIGHTS, ETC.** Termination of this Agreement and payment of an amount in settlement as described in this Article 5 shall extinguish all rights, duties, obligations, and liabilities of the CTRMA and the Contractor under this Agreement (except those which are designated as surviving termination, including without limitation the indemnification obligations of Contractor set forth in Article 17), and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Contractor from liability for any previous default, known or unknown, either under this Agreement or under any standard of conduct set by common law or statute.

c. **NO FURTHER COMPENSATION.** If the CTRMA shall terminate this Agreement as provided in this Article 5, no fees of any type, other than fees due and payable as of the optional termination date, shall thereafter be paid to the Contractor, provided that the CTRMA shall not waive any right to damages incurred by reason of the Contractor's breach thereof. The Contractor shall not receive any compensation for Services performed by the Contractor after the optional termination date, and any such Services performed shall be at the sole risk and expense of the Contractor.

ARTICLE 6 **TERMINATION, GENERALLY**

The CTRMA's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the CTRMA by virtue of this Agreement or otherwise. Failure of the CTRMA to exercise any of its said rights, actions, options,

and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute. Upon notice of termination of this Agreement by either of the parties, and subject to Article 13 hereto, the Contractor shall update and implement the succession plan, as required in Appendix “A” to ensure a smooth, efficient, and uninterrupted transition to any successor contractor or subcontractor.

ARTICLE 7
SERVICE LEVEL AGREEMENTS AND PERFORMANCE GUARANTY

a. **SLA NONCOMPLIANCE.** Timely and accurate performance of the Services is critically important to the CTRMA. Contractor has represented that it will perform the Services in a timely and accurate manner, and Contractor acknowledges that the failure to do so will cause material harm to the CTRMA. Without waiving any other rights provided for in this Agreement, the Parties have identified certain SLAs intended to assure that critical aspects of the Services are provided in a timely and reliable manner, and that if they are not that there are consequences for Contractor's failure to perform. The SLAs and a table showing financial consequences for failure to adhere to those SLAs is set for in Appendix “F”. In the event Contractor fails to adhere to the standards associated with one or more SLAs, the CTRMA shall notify Contractor of such event of noncompliance and shall be authorized to withhold, or offset, the penalty amount indicated in Appendix “F” from amounts owed to the Contractor for Services performed. Nothing in this Article 7 shall preclude the CTRMA from asserting any other remedies related to the failure to perform in accordance with the SLAs, including without limitation termination pursuant to Article 5.

b. **LOSS OF REVENUE.** Notwithstanding any other provision in this Agreement and whether or not the performance of the Services is in conformance with the requirements specified herein (including the appendices), in the event the CTRMA incurs a loss of revenue due to any action or inaction of the Contractor, the Contractor shall be obligated to make payment to the CTRMA of all lost revenue and other direct damages associated with the loss, including payments made to the CTRMA's third-party vendors. In the event that the CTRMA is unable to determine the amount of lost revenue because data is lost or otherwise unavailable, the Parties agree that lost revenue shall be based on historical figures (e.g., traffic, payments) maintained by the CTRMA. The CTRMA may offset lost revenue and associated damages by reducing the amount of the subsequent Monthly Fee for each impacted toll facility.

c. **NON-REVENUE DAMAGES.** In the event the CTRMA incurs damages due to any action or inaction of the Contractor for its failure to perform satisfactorily any obligation under this Agreement, and which are not subject to subsection 7.b., then the Contractor shall be obligated to make payment to the CTRMA for any costs incurred by the CTRMA to complete and/or correct the work for which the Contractor failed to perform. The CTRMA may offset costs incurred by the CTRMA by reducing the amount of the subsequent Monthly Fee for each impacted toll facility. The maximum amount of payments Contractor is required to pay under this subsection 7.c. shall not exceed \$10,000,000.

d. **PAYMENT AND PERFORMANCE BONDS.** The Contractor shall furnish the performance bonds and a payment bonds described in this subsection 7.d (collectively, the “Bonds”) in the exact form set forth in the applicable appendix to this Agreement. The Bonds do not serve as the full extent of the Contractor’s liabilities under this Agreement but are intended to secure the Contractor’s obligations in providing the Services as well as to ensure adequate compensation for any loss of revenue incurred by the CTRMA under subsection 7.b.

i. **Surety Financial Requirements.** The Bonds shall be issued by a surety with an A.M. Best and Company rating level of A-minus (A-) or better, Class VIII or better, or as otherwise approved in writing by the CTRMA, in its sole discretion. If any bond previously provided becomes ineffective, or if the surety that provided the bond no longer meets the requirements hereof, the Contractor shall provide a replacement bond in the same form issued by a surety meeting the foregoing requirements, or other assurance satisfactory to the CTRMA in its sole discretion.

ii. **Revenue Loss Payment Bond.** The Contractor shall provide, and continuously maintain in place for the benefit of the CTRMA, a payment bond in the form of Appendix “I” (a “Revenue Loss Payment Bond”) to ensure adequate compensation for any loss of revenue incurred by the CTRMA under subsection 7.b. The Revenue Loss Payment Bond shall each be in an amount equal to the amount of CTRMA toll revenues for the immediate prior fiscal year. At the conclusion of each fiscal year the Contractor shall provide a Revenue Loss Payment Bond reflecting any corresponding proportionate change in the amount CTRMA toll revenues for the immediate prior fiscal year.

iii. **Installation Performance and Payment Bonds.** Upon issuance of each Work Authorization under Article 2, subsection 2.1, the Contractor shall provide, and continuously maintain in place for the benefit of the CTRMA, a performance bond in the form of Appendix “J-1” (a “Installation Performance Bond”) and a payment bond in the form of Appendix “J-2” (a “Installation Payment Bond”) for the Installation Services covered by each applicable Work Authorization. The Installation Performance Bond and Installation Payment Bond shall each be in an amount of 100% of the relevant Work Authorization cost. If a price is increased in connection with a Work Authorization, the CTRMA may, in its sole discretion require a corresponding proportionate increase in the amount of the applicable Installation Performance Bond and Installation Payment Bond.

The Contractor’s obligation to maintain and provide the Installation Performance Bond and Installation Payment Bond with respect to the Installation Services shall continue throughout the term of the applicable Work Authorization, but the CTRMA will accept the Installation Performance Bond and Installation Payment Bond with a stated term of one (1) year with a statement set forth in the applicable bond that it shall be renewable annually in accordance with the surety’s customary renewal practices, provided further that it shall be an event of default if a bond is not renewed and there is no replacement bond provided prior to the expiration of the bond. The CTRMA will release any individual Installation Performance Bond relating solely to a Work Authorization (1) upon expiration of the applicable warranty period related to such Work Authorization, provided that no outstanding claims are then pending or threatened against the Contractor hereunder, or (2) upon satisfaction of the conditions required for final acceptance of

the Installation Services of the applicable Work Authorization. The CTRMA will release any individual Installation Payment Bond relating solely to a Work Authorization (1) upon receipt of (i) evidence satisfactory to the CTRMA that all persons eligible to file a claim against the bond have been fully paid and (ii) unconditional releases of liens and stop notices from all subcontractors who filed preliminary notice of a claim against the bond, (2) upon expiration of the statutory period for subcontractors to file a claim against the bond if no claims have been filed, or (3) upon satisfaction of the conditions required for final acceptance of the Installation Services of the applicable Work Authorization.

iv. Maintenance Performance and Payment Bonds. As a condition to any final acceptance for each Work Authorization under Article 2, subsection 2.1, and prior to the issuance of the Work Authorization under Article 2, subsection 2.2, the Contractor shall furnish the CTRMA with (a) a Maintenance Performance Bond in the form of Appendix “K-1” (with such modifications as the CTRMA approves in writing, in its sole discretion) (the “Maintenance Performance Bond”), and (b) a Maintenance Payment Bond in the form of Appendix “K-2” (with such modifications as the CTRMA approves in writing, in its sole discretion) (the “Maintenance Payment Bond”).

The Maintenance Performance Bond and Maintenance Payment Bond shall each be in an amount equal to 100% of the aggregate two-year cost for the Maintenance Services for the Work Authorization under Article 2, subsection 2.2.a, and any Supplemental Work Authorizations under Article 2, subsection 2.2.c. If the price of the Maintenance Services is increased in connection with a Supplemental Work Authorizations under Article 2, subsection 2.2.c, the CTRMA may, in its sole discretion require a corresponding proportionate increase in the amount of the Maintenance Performance Bond and Maintenance Payment Bond.

The Contractor’s obligation to maintain and provide the current Maintenance Performance Bond and Maintenance Payment Bond with respect to the Maintenance Services shall continue throughout the term of this Agreement, but the CTRMA will accept the Maintenance Performance Bond and Maintenance Payment Bond with a stated term of at least two (2) years with a statement set forth in the applicable bond that it shall be renewable annually in accordance with the surety’s customary renewal practices. Provided that the Contractor has paid the CTRMA any applicable damages, compensation for revenue losses, and any other amounts that are payable to the CTRMA under this Agreement, the Maintenance Performance Bond shall be released upon expiration of the term of this Agreement and after the satisfaction of all conditions required for completion of the Maintenance Services. Upon expiration of the term of this Agreement, the CTRMA will release the Maintenance Payment Bond (i) upon receipt of (A) evidence satisfactory to the CTRMA that all persons eligible to file a claim against the bond have been fully paid and (B) unconditional releases of liens and stop notices from all subcontractors who filed preliminary notice of a claim against the bond, or (ii) upon expiration of the statutory period for subcontractors to file a claim against the bond if no claims have been filed.

ARTICLE 8

SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES

In addition to the foregoing rights and options to terminate this Agreement, the CTRMA may elect to suspend any portion of the Services of the Contractor hereunder, but not terminate

this Agreement, by providing the Contractor with prior written notice to that effect. Thereafter, the suspended Services may be reinstated and resumed in full force and effect upon receipt from the CTRMA of written notice requesting same.

Similarly, the CTRMA may expand, cancel (in whole or part), or otherwise modify any portion of the Services previously assigned to the Contractor in accordance with this Agreement. Such modification may include, but is not limited to, technological advances resulting in the development of equipment, software or any other aspect of the Services that would benefit the CTRMA and is not contemplated under this Agreement. In the event the Services are modified, the Parties shall agree to and execute a Work Authorization and Contractor's compensation shall be adjusted (up or down) based on the rates set forth in Appendices "D" or "E" as applicable. Without limiting the foregoing, the Contractor agrees that no claims for damages or other compensation shall be made by the Contractor for any delays, hindrances or modifications occurring during the progress of any portion of the Services specified in this Agreement as a result of any suspension or modifications occurring during the progress of any portion of the Services specified in this Agreement. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the CTRMA may decide. It is acknowledged, however, that permitting the Contractor to proceed to complete any Services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the CTRMA or any of its rights herein.

ARTICLE 9 **PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY**

Contractor shall provide personnel and equipment as follows:

a. **ADEQUATE PERSONNEL, ETC.** The Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved subcontractors) and equipment, in the reasonable opinion of the CTRMA, to perform the Services with due and reasonable diligence customary of a firm providing similar services and enjoying a favorable national reputation, and in all events without delays attributable to the Contractor which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects. All persons, whether employees of the Contractor or of an approved subcontractor, providing the Services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law.

b. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the Contractor or of an approved subcontractor, shall have such knowledge and experience as will enable them, in the Contractor's reasonable belief, to perform the duties assigned to them. Any such person who, as determined by the CTRMA in its sole discretion, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the CTRMA, immediately be removed from the Services. The Contractor shall furnish the CTRMA with a fully qualified candidate for the removed person within thirty (30) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the CTRMA.

c. **CONTRACTOR FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the CTRMA, the Contractor shall furnish all equipment, transportation, supplies, and materials required for its performance of Services under this Agreement.

ARTICLE 10 **KEY PERSONNEL**

The Contractor acknowledges and agrees that the individual(s) identified on Appendix “G” attached hereto and incorporated herein are key and integral to the satisfactory performance of the Contractor under this Agreement. Throughout the term of this Agreement, the Contractor agrees that the identified individual(s) will remain in charge of the performance of the Services and they shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Contractor or the approved subcontractor, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Contractor promptly to replace said individual with a person suitably qualified and otherwise acceptable to the CTRMA. If such individual has not been replaced by an individual approved by the CTRMA within thirty (30) days of the event requiring replacement, Contractor acknowledges that the CTRMA will suffer significant and substantial additional losses due to the unavailability of an approved individual and that it is impracticable and extremely difficult to ascertain and determine the actual losses which would accrue to the CTRMA in such event. Therefore, for each day that an individual identified on Appendix “G” is not filled by an approved individual, the CTRMA may require that the Contractor pay a daily liquidated amount with such amount calculated pursuant to the formula shown in Appendix “G”.

ARTICLE 11 **BUSINESS OPPORTUNITY PROGRAM AND POLICY COMPLIANCE**

Contractor acknowledges that the CTRMA has a Business Opportunity Program and Policy (“BOPP”) with which it requires contractors to comply in connection with Disadvantaged Business Enterprises. To the extent the Contractor utilizes third parties to provide the Services hereunder, Contractor agrees to comply with the BOPP and observe the guidelines set forth therein. Contractor shall provide annual reporting to the CTRMA (beginning one (1) year from the Effective Date) regarding its utilization of disadvantaged business enterprises (“DBEs”) and the manner in which such utilization complies with, or deviates from, Contractor’s commitment to DBE utilization as reflected in its response to the RFP attached as Appendix “H”.

ARTICLE 12 **PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS**

As directed by the CTRMA, key personnel shall meet with the CTRMA’s Executive Director and/or his designee(s) upon request to: (a) assess the Contractor’s performance of the Services; and (b) plan staffing levels to be provided by the Contractor to the CTRMA for the upcoming calendar quarter. The Contractor shall permit inspections of its Services and work by the CTRMA or its designated representative, when requested by the CTRMA. Nothing contained in this Agreement shall prevent the CTRMA from scheduling such other planning and performance reviews with the Contractor or inspections as the CTRMA determines necessary.

ARTICLE 13
OWNERSHIP OF REPORTS

Ownership of reports and related materials prepared by Contractor (or any subcontractor) at the direction of the CTRMA shall be as follows:

a. **GENERALLY.** Excluding Contractor's ownership rights as provided in Article 13.d., all of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Contractor solely under this Agreement ("work product"), including all information prepared for or posted on the CTRMA's website and together with all materials and data furnished to it by the CTRMA, shall at all times be and remain the property of the CTRMA and, for a period of four (4) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the CTRMA for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the CTRMA without delay. The CTRMA hereby grants the Contractor a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the Contractor shall deliver to the CTRMA all such materials and documents. If the Contractor or a subcontractor desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the CTRMA. Notwithstanding anything contained herein to the contrary, the Contractor shall have the right to retain a copy of the above materials, records, and documents for its archives.

b. **SEPARATE ASSIGNMENT.** If for any reason the agreement of the CTRMA and the Contractor set forth in subsection 13.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to the CTRMA all right, title, and interest that Contractor may have or at any time acquire in said work product and other materials which are prepared for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The CTRMA hereby acknowledges, however, that all documents and other work product provided by the Contractor to the CTRMA and resulting from the Services performed under this Agreement are intended by the Contractor solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Contractor shall have no liability for the use by the CTRMA of any work product generated by the Contractor under this Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the Contractor shall be at the sole risk of the CTRMA.

c. **DEVELOPMENT OF CONTRACTOR WORK PRODUCT.** The CTRMA acknowledges that the Contractor's work product will be developed using data that is available at the time of the execution of a given Work Authorization, and will not constitute any guarantee or other assurance of future events. The Contractor will prepare work product using practices that are standard procedures in the industry.

d. **OWNERSHIP OF MATERIALS, SOFTWARE AND LICENSES.** The CTRMA acknowledges and agrees that, the Contractor and/or its subcontractors or licensors of are the exclusive owners all copyrights, trade secret rights and related intellectual property rights (such rights together referred to herein as “Intellectual Property Rights”) in all software and accompanying documentation developed, produced or implemented in connection with this Agreement by the Contractor, its officers, employees, subcontractors or agents (the “Software”). Except as expressly stated herein, this Agreement does not grant the CTRMA any rights in or to such Intellectual Property Rights. The Contractor reserves the right to grant licenses to use such Software to any other party or parties, provided that any such licenses do not affect the provision of any of the Services to the CTRMA pursuant to this Agreement.

i. The provisions of this subsection 13.d. shall be without prejudice to, and shall not interfere with the CTRMA’s ownership of reports as provided for under subsections 13.a to 13.c. of this Agreement.

ii. The Contractor reserves all rights in Software and all Intellectual Property associated therewith that have not been expressly granted herein.

iii. For the duration of this Agreement, the Contractor hereby grants to the CTRMA a nonexclusive, non-sublicensable, non-transferable license to use the Software for such purposes and to the extent necessary to enable the CTRMA to receive the Contractor’s Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, the license referred to in this sub-clause (iii) shall not survive termination or expiration of this Agreement (except as required to facilitate succession to a new provider). Provided however that the license referred to in this sub-clause (iii) shall be extended for the limited purposes and term that may be necessary to give effect to any post termination or post expiration transition related obligations expressly undertaken by the Contractor under this Agreement, such that Contractor’s Services shall remain continuous and uninterrupted for the duration of any post termination or post expiration transition period under this Agreement, with Contractor providing the CTRMA with all permissions and licenses necessary to enable the CTRMA to receive Contractor’s Services throughout any such transition period, including permissions and licenses necessary for use of any third-party software implemented by Contractor under this Agreement.

iv. The CTRMA shall have no right to access or use the source code of the Software.

v. The CTRMA shall not attempt to make any part of the Software or any accompanying documentation supplied by the Contractor along with the Software, available to any third party, or otherwise allow access to the same to any third party except as required by law.

vi. The CTRMA shall not attempt to reverse compile, decompile, disassemble or reverse engineer the Software, nor shall it amalgamate, amend, incorporate, modify, reproduce, translate or otherwise alter the same into or with any other software or use the same in conjunction with any third party’s software.

vii. For purposes of this Agreement, the term Software shall mean any software used by the Contractor or any subcontractor of the Contractor to provide the Services to the

CTRMA, including any software owned or provided by the Contractor or by a sub-consultant of the Contractor.

ARTICLE 14
SUBLETTING OF WORK

The Contractor shall not sublet, assign, or transfer any part of the work or obligations included in this Agreement without the prior written approval of the CTRMA. Responsibility for sublet, assigned or transferred work shall remain in all instances with the Contractor.

ARTICLE 15
APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS

Contractor shall cooperate with the CTRMA and requests for attendance at meetings and in various types of proceedings as follows:

a. **WITNESS.** If requested by the CTRMA, the Contractor shall prepare such exhibits as may be requested for all hearings and trials related to any of the Services provided under this Agreement.

b. **MEETINGS.** At the request of the CTRMA, the Contractor shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the CTRMA, (b) the offices of the CTRMA's legal counsel, bond counsel, and/or financial advisors, or (c) any reasonably convenient location.

ARTICLE 16
**COMPLIANCE WITH LAWS AND AUTHORITY POLICIES; PROTECTION OF
DATA AND INFORMATION**

The Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders, judgements, and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the CTRMA's enabling legislation (Chapter 370 of the Texas Transportation Code), other applicable portions of the Texas Transportation Code, and all amendments and modifications to any of the foregoing, if any. The Contractor shall also comply with the CTRMA's policies and procedures provided to the Contractor or which are generally available to the public related to operational and administrative matters, such as, but not limited to, security of and access to the CTRMA information and facilities. When requested, the Contractor shall furnish the CTRMA with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, judgements, and decrees above specified.

As part of their operations, the CTRMA, and other toll authorities to whom services may be provided collect and maintain information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a license-plate number, geolocation or travel data, employment-related information, or login and password credentials (all such data pertaining to individuals, whether or not specifically listed, being "Personal Information"). As

part of its performance of the Services, Contractor may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning the CTRMA, and other toll authorities to whom services may be provided (collectively with Personal Information, "RMA Information"). Contractor therefore agrees that:

a. Contractor is responsible for the security of RMA Information that it receives or accesses in performing Services, and Contractor shall at all times maintain appropriate information-security measures with respect to RMA Information in a manner consistent with applicable law.

b. Contractor must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to RMA Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such RMA Information. At a minimum, such safeguards shall be consistent with generally-recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Contractor must appropriately and effectively encrypt RMA Information (i) transmitted over the Internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices.

c. Contractor must identify to the CTRMA all subcontractors, consultants, and other persons who may have access to RMA Information in connection with the Services. Contractor must restrict the RMA Information to which a given employee or approved subcontractor has access to only that RMA Information which such employee or approved subcontractor needs to access in the course of such employee's or approved subcontractor's duties and responsibilities in connection with the Services.

d. Before granting access to RMA Information, Contractor must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of RMA Information).

e. Absent the CTRMA's advance written permission, RMA Information must not be stored, accessed, or processed at any location outside of the United States.

f. Contractor may use RMA Information only for performing the Services, and Contractor must ensure that its employees and approved subcontractor are restricted from any use of RMA Information other than for such purpose.

g. Except to the extent otherwise expressly permitted, Contractor may not disclose RMA Information except as required by law or a governmental authority having jurisdiction over Contractor. In the event of such required disclosure, Contractor must notify the CTRMA in advance (if legally permissible to do so) and reasonably cooperate with any decision by the CTRMA to seek to condition, minimize the extent of, or oppose such disclosure.

h. Contractor will immediately notify the CTRMA if Contractor discovers any actual or reasonably suspected breach of security or unauthorized use of RMA Information (i) in the possession, custody, or control of Contractor, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Contractor (either of occurrences (i) or (ii) being referred to as a "Security Incident"). In no event

shall Contractor's notification to the CTRMA be later than three (3) days after Contractor discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Contractor must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Contractor must promptly undertake appropriate remediation measures and inform the CTRMA regarding the same.

i. Subject to requirements of data security or privacy laws, the CTRMA, in its sole discretion, will determine whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media. All notices must be approved by the CTRMA before they are distributed. Contractor must reimburse the CTRMA for costs or expenses the CTRMA incurs in connection with such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, and in addition to any other indemnification requirements under this Agreement, Contractor shall indemnify and hold the CTRMA harmless from all claims, costs, expenses, and damages (including reasonable attorneys' fees) that the CTRMA incurs in connection with any regulatory action or third-party claim arising from a Security Incident.

j. Contractor must cooperate and permit the CTRMA (and any governmental authorities with jurisdiction in connection with an audit requested by the CTRMA) reasonable access for on-site review of Contractor's data security systems and procedures to verify Contractor's compliance with its obligations under this Addendum.

k. Contractor must provide a "SOC 1 Type 2" Report or a SOC 1 readiness assessment within two hundred seventy (270) days of the Effective date, and a SOC 1 Type 2 Report for all subsequent submittals required under this subsection 16.k. Submittals under this subsection 16.k shall be performed by a U.S. audit firm, approved by the CTRMA, in accordance with the American Institute of Certified Public Accountants (AICPA) Professional Standards AT-C Section 320. The scope of each report must include all of Contractor's applications and systems that have access to or are involved in the processing of RMA Information, and each report must include a list of the controls that were tested.

The final audited SOC 1 Type 2 Report must be delivered to the CTRMA no later than May 31st of the then current year, covering the period of April 1 (of the prior year) through March 31 (of the current year). A bridge letter must be delivered to the CTRMA no later than June 30th of the then current year, covering the period April 1 (of the current year) through June 30 (of the current year), which will include a representation from Contractor about changes to the SOC 1 Type 2 controls, including information about changes in the design or effectiveness of the controls.

The CTRMA must approve (i) the planned control objectives prior to commencement of the first SOC 1 Type 2 report and (ii) any planned changes to the scope or timing of the SOC 1 Type 2. Contractor shall notify the CTRMA of any potential report

qualification(s) of the audit opinion as soon as practicable but no later than ten (10) business days prior to delivery of the final SOC 1 Type 2 report.

l. Whenever RMA Information is no longer needed for the performance of Services, or at any time upon written notification from the CTRMA, Contractor must unconditionally and without any charge or fee return or, at the CTRMA's written election, certify the secure destruction of, all RMA Information in Contractor's possession, custody, or control (including RMA Information in the possession, custody, or control of any of Contractor's subcontractors or consultants).

m. Contractor must cooperate and permit the CTRMA's back office service provider reasonable access to all RMA Information in Contractor's possession, custody, or control (including RMA Information in the possession, custody, or control of any of Contractor's subcontractors or consultants) in connection with any PCI DSS compliance audits.

ARTICLE 17 **AUTHORITY INDEMNIFIED**

THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE CTRMA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTRACTORS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE CONTRACTOR'S ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONTRACTOR'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONTRACTOR SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE CTRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTRACTORS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE CTRMA OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE CTRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONTRACTOR SHALL, NEVERTHELESS, INDEMNIFY THE CTRMA OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB CONSULTANTS, AND CONTRACTORS OR TO THEIR CONDUCT.

ARTICLE 18 **CONFLICTS OF INTEREST**

The Contractor represents and warrants to the CTRMA, as of the effective date of this Agreement and throughout the term hereof, that it, its employees and subcontractors (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Contractor, except as expressly disclosed in writing to the CTRMA, (b)

shall discharge their responsibilities under this Agreement professionally, impartially and independently, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. In the event that a firm (individually or as a member of a consortium) submits a proposal to work for the CTRMA, the Contractor shall comply with the CTRMA's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE 19 **INSURANCE**

Prior to beginning the Services designated in this Agreement, the Contractor shall obtain and furnish certificates to the CTRMA for the following minimum amounts of insurance:

a. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas covering all of Contractor's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the CTRMA shall be provided.

b. **COMMERCIAL GENERAL LIABILITY INSURANCE.** On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the CTRMA shall be provided.

c. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. The policy shall insure any vehicle used in connection with the Contractor's obligations under this Agreement. A "Waiver of Subrogation" in favor of the CTRMA shall be provided.

d. **VALUABLE PAPERS INSURANCE.** With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Contractor relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the CTRMA or otherwise completed.

e. **CYBERSECURITY INSURANCE.** Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by the CTRMA, due to error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Contractor, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices;

f. **EXCESS UMBRELLA LIABILITY.** With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required at a. - c. above.

The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

g. **GENERAL FOR ALL INSURANCE.** The Contractor shall promptly, upon execution of this Agreement, furnish certificates of insurance to the CTRMA indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance under subsections 19.a. through e., above, by A. M. Best Company as “A-X” or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subsection 19.f., a rating by A. M. Best Company or similar rating service satisfactory to the CTRMA and/or its insurance consultant; and (c) otherwise acceptable to the CTRMA.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 19.b., c., d., e. and f. above, shall name the CTRMA as additional insureds and shall protect the CTRMA, the Contractor, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Contractor, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Article 17, above, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 19.a., b., c., d., e., and f. the following statement: “This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH 35, Suite 300, Austin, TX 78705, Attention: Executive Director.”

ARTICLE 20 **COORDINATION OF CONTRACT DOCUMENTS**

The Proposal dated June 18, 2021 submitted by the Contractor in response to the RFP and Best and Final Offer, dated October 1, 2021, are attached hereto and incorporated herein as Appendix “H” for all purposes (collectively, the “Proposal”). In the event of a conflict, the order of prevailing precedence (a-highest order to d-lowest order of precedence) shall be as follows:

- (a) Any amendments to the Agreement.
- (b) The Agreement.
- (c) Appendices to the Agreement.

- (d) Work Authorizations Issued by the CTRMA
- (e) The Contractor's Proposal.

However, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the other contract documents or otherwise contains offers, statements or terms more advantageous to the CTRMA, Contractor's obligations under the Agreement shall include compliance with all such statements, offers and terms contained in the Proposal

ARTICLE 21 **MAINTENANCE OF, ACCESS TO, AND AUDIT OF RECORDS**

a. **RETENTION AND AUDIT OF RECORDS.** Contractor shall maintain at its offices in Austin, Texas, a complete set of all books, records, electronic files and other documents prepared or employed by Contractor in its management, scheduling, cost accounting and other activities related to this Agreement. Contractor shall maintain all records and documents relating to this Agreement, including copies of all original documents, or electronic copies of such documents if approved by the CTRMA, delivered to the CTRMA until four (4) years after the date of the termination of this Agreement, or such period as is required by Texas law, whichever is longer. Contractor shall notify the CTRMA where such records and documents are kept. If approved by the CTRMA, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

Contractor shall make these records and documents available for audit and inspection to the CTRMA, at the CTRMA's offices in Austin, Texas, at all reasonable times, without charge, and shall allow the CTRMA or its representatives to make copies of such documents. The CTRMA may direct its own auditors or representatives to perform such audits or reviews. Contractor shall cooperate fully with the entity performing the audit or review.

Notwithstanding the foregoing, the Contractor shall comply with all laws pertaining to the retention of records and the provision of access thereto. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the CTRMA, and shall provide the CTRMA with a copy of any audit of those books and records as provided herein or otherwise requested by the CTRMA.

b. **PUBLIC INFORMATION ACT.** Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the CTRMA's possession, including materials submitted by Contractor, are subject to the provisions of Chapter 552, Texas Government Code (the "Public Information Act"). Contractor shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Contractor is advised to contact legal counsel concerning such law and its application to Contractor.

If any of the materials submitted by the Contractor to the CTRMA are clearly and prominently labeled "Trade Secret" or "Confidential" by Contractor, the CTRMA will endeavor

to advise Contractor of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the CTRMA be responsible or liable to Contractor or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the CTRMA.

In the event of litigation concerning the disclosure of any material marked by Contractor as “Trade Secret” or “Confidential,” the CTRMA’s sole obligation will be as a stakeholder retaining the material until otherwise ordered by a court, and Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the CTRMA reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees, including attorneys’ fees and costs, incurred by the CTRMA in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by Contractor.

i. Compliance with Subchapter J of the Public Information Act. The requirements of Subchapter J of the Public Information Act may apply to this Agreement, and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Notwithstanding any other provision of the Agreement, within five (5) business days of a request by the CTRMA, the Contractor shall provide any records related to this Agreement that are in the custody or possession of the Contractor that are subject to a pending request for information received by the CTRMA.

Not later than 180 days following the completion of the term of this Agreement, or as specified in the succession plan upon the termination of the Agreement, the Contractor shall provide the CTRMA with all records related to this Agreement in the custody or possession of the Contractor. The cost of complying with this subsection 21.b.i. is not subject to reimbursement by the CTRMA.

ARTICLE 22 **RELATIONSHIP BETWEEN THE PARTIES**

Notwithstanding the anticipated collaboration between the parties hereto, or any other circumstances, the relationship between the CTRMA and the Contractor shall be one of an independent contractor. The Contractor acknowledges and agrees that neither it nor any of its employees or subcontractors, shall be considered an employee of the CTRMA for any purpose. The Contractor shall have no authority to enter into any contract binding upon the CTRMA, or to create any obligation on behalf of the CTRMA. As an independent contractor, neither the Contractor nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the CTRMA. Under no circumstances shall the Contractor, or its employees, or subcontractors, represent to suppliers, contractors or any other parties that it is employed by the CTRMA or serves the CTRMA in any capacity other than as an independent contractor. The Contractor shall clearly inform all suppliers, Contractors and others that it has no authority to bind the CTRMA. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or

principal-agent, or to otherwise create any liability for the CTRMA whatsoever with respect to the liabilities, obligations or acts of the Contractor, its employees, subcontractors, or any other person.

ARTICLE 23
DELIVERY OF NOTICES, ETC.

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of the Contractor:

Electronic Transaction Consultants, LLC
2600 N. Collins. Blvd, Suite 4000
Richardson, Texas 75080
Attn: General Counsel

In the case of the CTRMA:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attn: Director of Operations

and:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attn: General Counsel

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

ARTICLE 24
REPORTING OF SUBPOENAS, NOTICES, ETC.

The Contractor shall immediately send the CTRMA a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, subcontractors, or representatives, or received by it or them, in connection with any matter related to the Services under this Agreement.

ARTICLE 25
AUTHORITY'S ACTS

Anything to be done under this Agreement by the CTRMA may be done by such persons, corporations, firms, or other entities as the CTRMA may designate.

ARTICLE 26
LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the CTRMA under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the CTRMA shall have any personal obligations or liability thereunder or hereunder.

The Contractor is obligated to comply with applicable standards of professional care in the performance of the Services. The CTRMA shall have no obligation to verify any information provided to the Contractor by the CTRMA or any other person or entity.

ARTICLE 27
CAPTIONS NOT A PART HEREOF

The captions or subtitles of the several articles, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its articles, subsections, divisions, or other provisions.

ARTICLE 28
CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

ARTICLE 29
COMPLETE AGREEMENT

This Agreement, including all Appendices attached hereto, sets forth the complete agreement between the parties with respect to the Services and supersedes all other agreements (oral or written) with respect thereto. Capitalized terms shall have the definitions provided herein. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the CTRMA and the Contractor. Notwithstanding the foregoing, the Parties acknowledge that the Business Rules contained in Appendix "A", are of a nature that requires continuous revisions throughout the term of this Agreement and that such revisions are not required to be evidenced by a written amendment executed by the Parties. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change,

modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

ARTICLE 30
TIME OF ESSENCE

With respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Contractor acknowledges the importance to the CTRMA of the timely provision of the Services and will perform its obligations under this Agreement with all due and reasonable care.

ARTICLE 31
SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 32
AUTHORIZATION

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

ARTICLE 33
SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the CTRMA, the Contractor, and their respective heirs, executors, administrators, successors, and permitted assigns. The Contractor may not assign the Agreement or any portion thereof without the prior written consent of the CTRMA.

ARTICLE 34
INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

ARTICLE 35
BENEFITS INURED

This Agreement is solely for the benefit of the parties hereto and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general. Notwithstanding the foregoing, the Contractor acknowledges that the Services provided for hereunder may be made available to other toll authorities through agreements between the CTRMA and those entities, and that Contractor is required to perform for those entities in a manner which complies with the requirements and obligations of this Agreement. The CTRMA shall have the right to enforce this Agreement against Contractor on behalf of other entities to which the Services are being provided.

ARTICLE 36
SURVIVAL

The parties hereby agree that each of the provisions in the Agreement are important and material and significantly affect the successful conduct of the business of the CTRMA, as well as its reputation and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, from which the Contractor may be enjoined and for which the Contractor also shall pay to the CTRMA all damages which arise from said breach. The Contractor understands and acknowledges that the Contractor's responsibilities under Articles 13, 16 and 17 of this Agreement shall continue in full force and effect after the Contractor's contractual relationship with the CTRMA ends for any reason.

ARTICLE 37
FORCE MAJEURE

If a Force Majeure Event occurs, the Nonperforming Party is excused from performance of its obligations under this Agreement but only for the time and to the extent that such performance is prevented by the Force Majeure Event. During a Force Majeure Event that prevents Contractor from delivering Services, Contractor's entitlement to compensation under this Agreement is suspended.

When the Nonperforming Party is able to resume performance of its obligations under this Agreement, it will immediately give the Performing Party (defined below) written notice to that effect and promptly resume performance under this Agreement.

The relief offered by this Force Majeure provision is the exclusive remedy available to the Nonperforming Party with respect to a Force Majeure Event.

The Performing Party may terminate this Agreement if:

- (a) the Nonperforming Party's failure to perform under this Agreement due to a Force Majeure Event impairs material benefits of this Agreement to the other party (the "Performing Party"); and

- (b) the Nonperforming Party does not resume performance in accordance with this Agreement within thirty (30) days following the giving of notice to the Nonperforming Party of the Performing Party’s intent to terminate this Agreement.

In this Agreement, “Force Majeure Event” means any act, event, or condition not foreseeable by a party (the “Nonperforming Party”) that: (A) prevents the Nonperforming Party from performing its obligations under this Agreement; (B) is beyond the control of, not caused in whole or in part by, and not otherwise the fault of the Nonperforming Party; and (C) is not able to be overcome or avoided by the Nonperforming Party’s exercise of diligence or preventative measures. Notwithstanding the foregoing, Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, freight embargo, strike, blockade, rebellion, war, riot, act of sabotage or civil commotion. The following do not constitute a Force Majeure Event: economic hardship, changes in market conditions, or insufficiency of funds.

ARTICLE 38
DISPUTE RESOLUTION

The parties have established an issues resolution ladder in order to resolve disputes expeditiously and effectively at appropriate organizational levels of each party. In the event of any dispute whatsoever arising out of or relating to this Agreement, the disputing party must submit a written notice of the dispute to the Tier 1 designee of the other party shown in the issues resolution ladder below. The notice must state clearly, and in detail, the good faith basis for the dispute. Disputes shall be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties, and the time periods stated below may be shortened in order to hasten resolution.

Issues Resolution Ladder

<i>Tier</i>	<i>Contractor</i>		<i>CTRMA</i>	<i>Time Limit*</i>
1	Project Manager	and	CTRMA Assistant Director of IT and Toll Systems	10 days
2	Account Vice President	and	CTRMA Director of Operations	10 days
3	Chief Financial Officer	and	CTRMA Executive Director	10 days

** Time (in calendar days) in which dispute must be resolved or passed on to the next tier.*

If a dispute is processed under the issues resolution ladder and not resolved, the parties may attempt to resolve the dispute through mediation, using a mediator mutually agreed upon by the Contractor and the CTRMA, prior to initiating litigation.

At all times during this dispute resolution process or any subsequent administrative, mediation or court proceeding, the Contractor shall proceed with the provision of the Services, without delay, in accordance with this Agreement, and as directed by the CTRMA through a Work Authorization. The Contractor acknowledges that it shall be solely responsible for any delay that results from its actions or inactions during the dispute resolution process, even if the Contractor's position in connection with the dispute ultimately prevails.

ARTICLE 39
CONTRACTOR CERTIFICATIONS

a. **Entities that Boycott Israel.** The Contractor represents and warrants that (1) it does not, and shall not for the duration of this Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the contract, the Contractor shall promptly notify the CTRMA.

b. **Entities that Boycott Energy Companies.** The Contractor represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, the Contractor shall promptly notify the CTRMA.

c. **Entities that Discriminate Against Firearm Entities or Trade Associations.** The Contractor verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, the Contractor shall promptly notify the CTRMA.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

CONTRACTOR: **ELECTRONIC TRANSACTION CONSULTANTS, LLC**

By: _____
Name: David Mace Roberts
Title: General Counsel and Compliance Officer

CTRMA: **CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Name: James Bass
Title: Executive Director

APPENDIX A
Scope of Services



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Appendix A

Scope of Services

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2 SCOPE OF WORK

The following sections provide information regarding the Scope of Work (SOW) for the project.

2.1 BACKGROUND

2.1.1 Current Facilities

CTRMA currently operates five (5) All-Electronic Toll (AET) facilities and one (1) Express Lane facility in the Austin area, as shown in Figure 2-1. Historical transaction data for each facility can be found at <https://www.mobilityauthority.com/business/financial/fin-inv-info>.



Figure 2-1: CTRMA Facility Map

Central Texas Regional Mobility Authority
Appendix A - Scope of Services

2.1.1.1.1 183A Toll Road

The 183A Toll Road is an 11.6-mile toll road extending from northwest Austin through Cedar Park and Leander in northwest Williamson County (Figure 2-2). The facility consists of tolled mainlines with non-tolled frontage roads at the north end (Figure 2-3). Phase II was completed in 2012, more than seven years ahead of schedule, and plans for Phase III are under development to extend the toll road from its current terminus at Hero Way northward to SH 29.



Figure 2-2: 183A Toll Road Project Map

Central Texas Regional Mobility Authority
Appendix A - Scope of Services

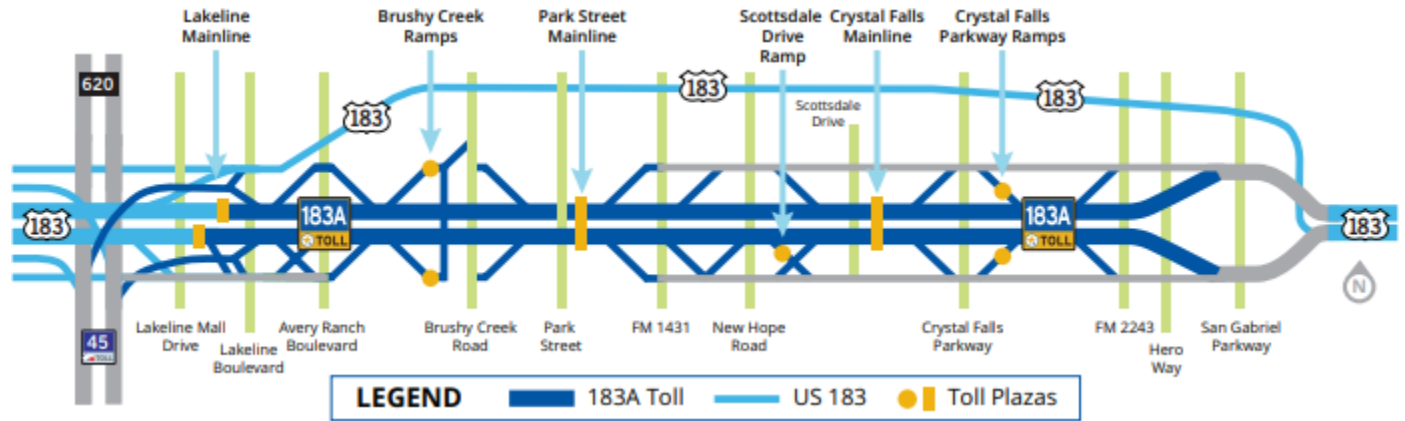


Figure 2-3: 183A Toll Road Project Configuration

2.1.1.2 290 Toll Road

The 290 Toll Road is a 6.2-mile toll road that includes three tolled lanes and three non-tolled general-purpose lanes in each direction from US 183 to the east of Parmer Lane (Figure 2-4). The US 290 facility was upgraded, effectively tripling capacity while preserving the non-tolled lane (Figure 2-5). The 290 toll road links up with important roadways in the region, including US 183 and SH 130, and features a ten-foot-wide, six-mile shared-use path for pedestrians and cyclists.



Figure 2-4: 290 Toll Road Project Map

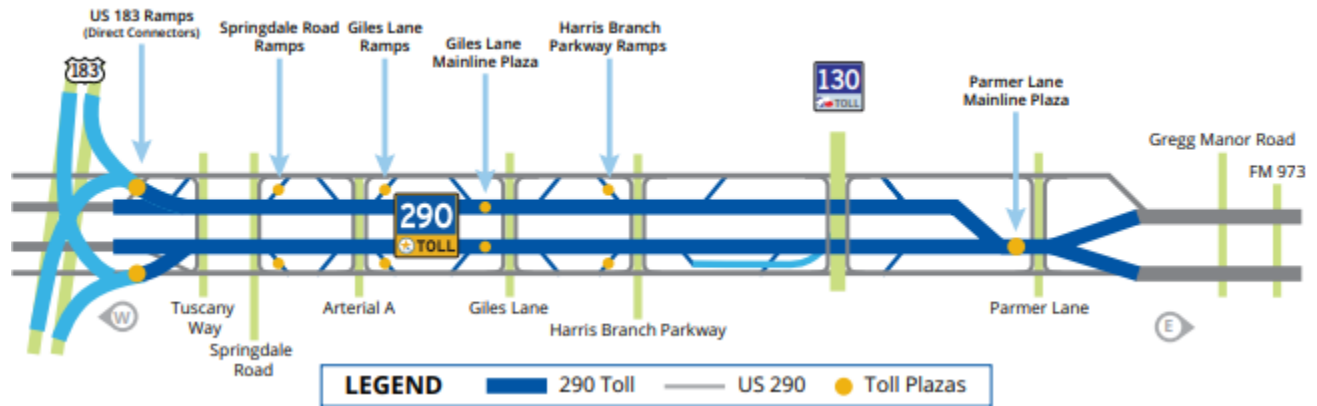


Figure 2-5: 290 Toll Road Project Configuration

2.1.1.3 MoPac Express Lane

The MoPac Express Lane gives drivers the option to bypass congestion on the 11-mile stretch of MoPac between Parmer Lane and Cesar Chavez Street (Figure 2-6). As a primary alternative to I-35, MoPac carries more than 180,000 cars and trucks each day. Estimates project that by 2035, MoPac shall serve more than 220,000 vehicles a day.

The Express Lane is dynamically priced and located in the middle of the MoPac corridor, separated from the existing lanes by a four to five-foot-wide striped buffer zone with flexible plastic sticks. Drivers can access the MoPac Express Lane at Cesar Chavez Street, Far West Boulevard, RM 2222, or Parmer Lane.

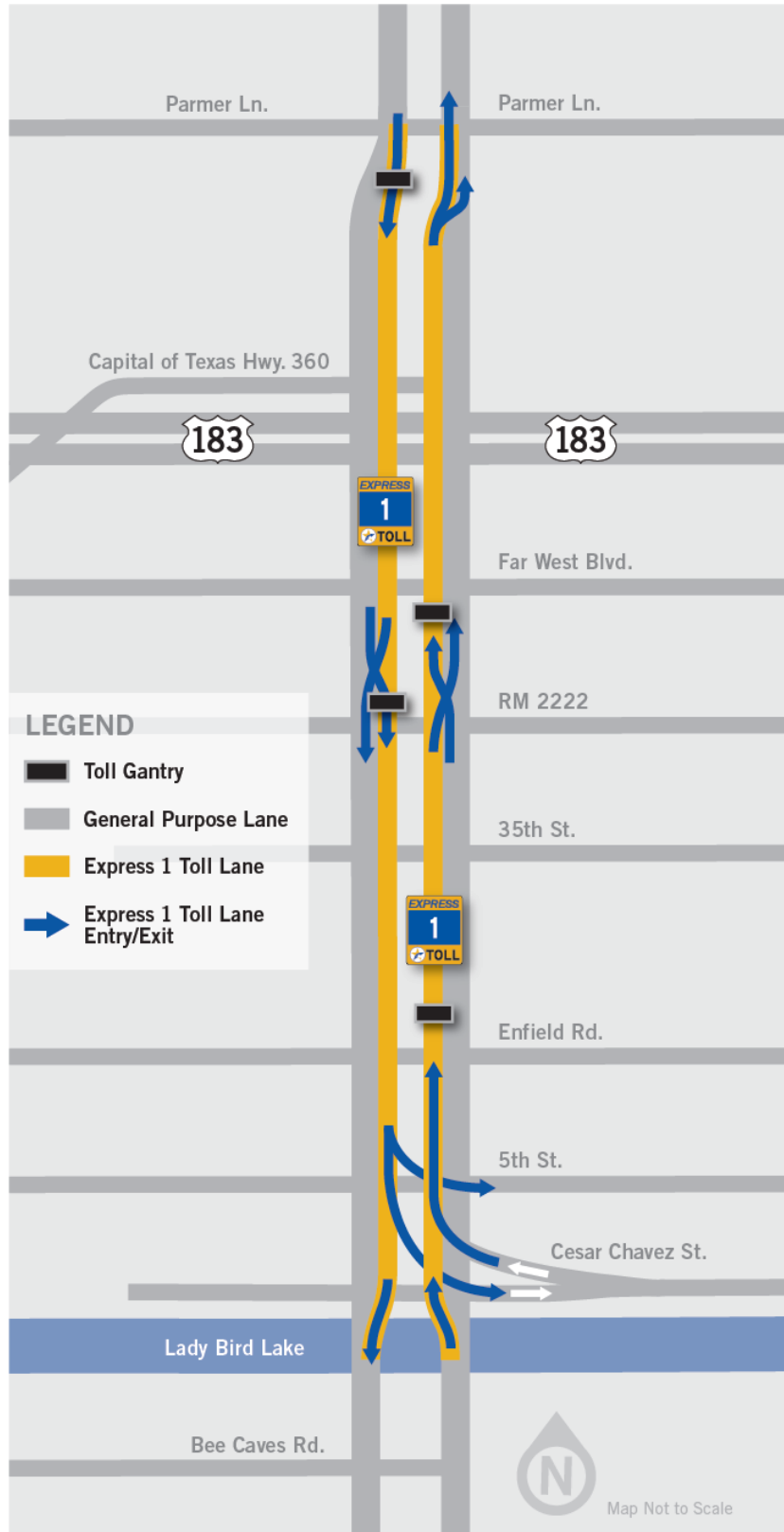


Figure 2-6: MoPac Express Lane Project Map and Configuration

2.1.1.4 71 Toll Lane

The 71 Toll Lane project added a toll lane in each direction alongside of SH 71, beginning at Presidential Boulevard at Austin-Bergstrom International Airport (AUS) and extending east near SH 130 (Figure 2-7). These new lanes offer a free-flowing and reliable bypass route for through-traffic on SH 71, a major corridor connecting drivers to AUS, the city of Bastrop, and beyond.



Figure 2-7: 71 Toll Lane Project Configuration

2.1.1.5 45SW Toll Road

The 45SW Toll Road is a new facility that connects MoPac and FM 1626, bringing relief to the rapidly growing area of southern Travis and northern Hays counties (Figure 2-8). The 45SW Toll Road includes two tolled lanes in each direction (Figure 2-9). The 45SW Toll Road does not contain frontage roads, therefore limiting impacts to the surrounding environment.



Figure 2-8: 45SW Toll Road Project Map

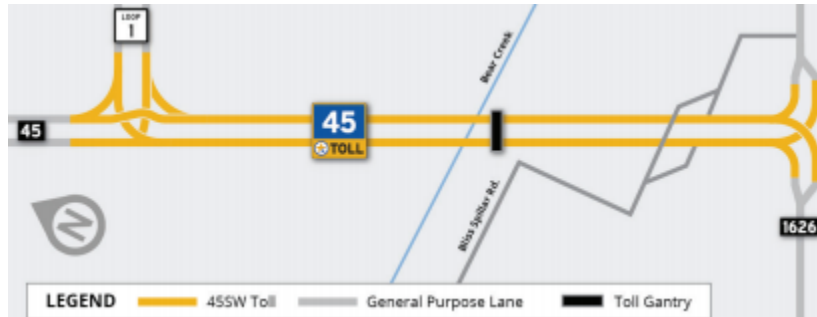


Figure 2-9: 45SW Toll Road Project Configuration

2.1.1.6 183 South Toll Road (North End)

The 183 South project is adding three tolled lanes in each direction on an 8-mile stretch of US 183 between US 290 and SH 71 (Figure 2-10). The northern half of the project between US 290 and Techni Center Drive is now open to traffic (Figure 2-11). Phase II open in January 2021.



Figure 2-10: 183 South Toll Road (North End) Project Map

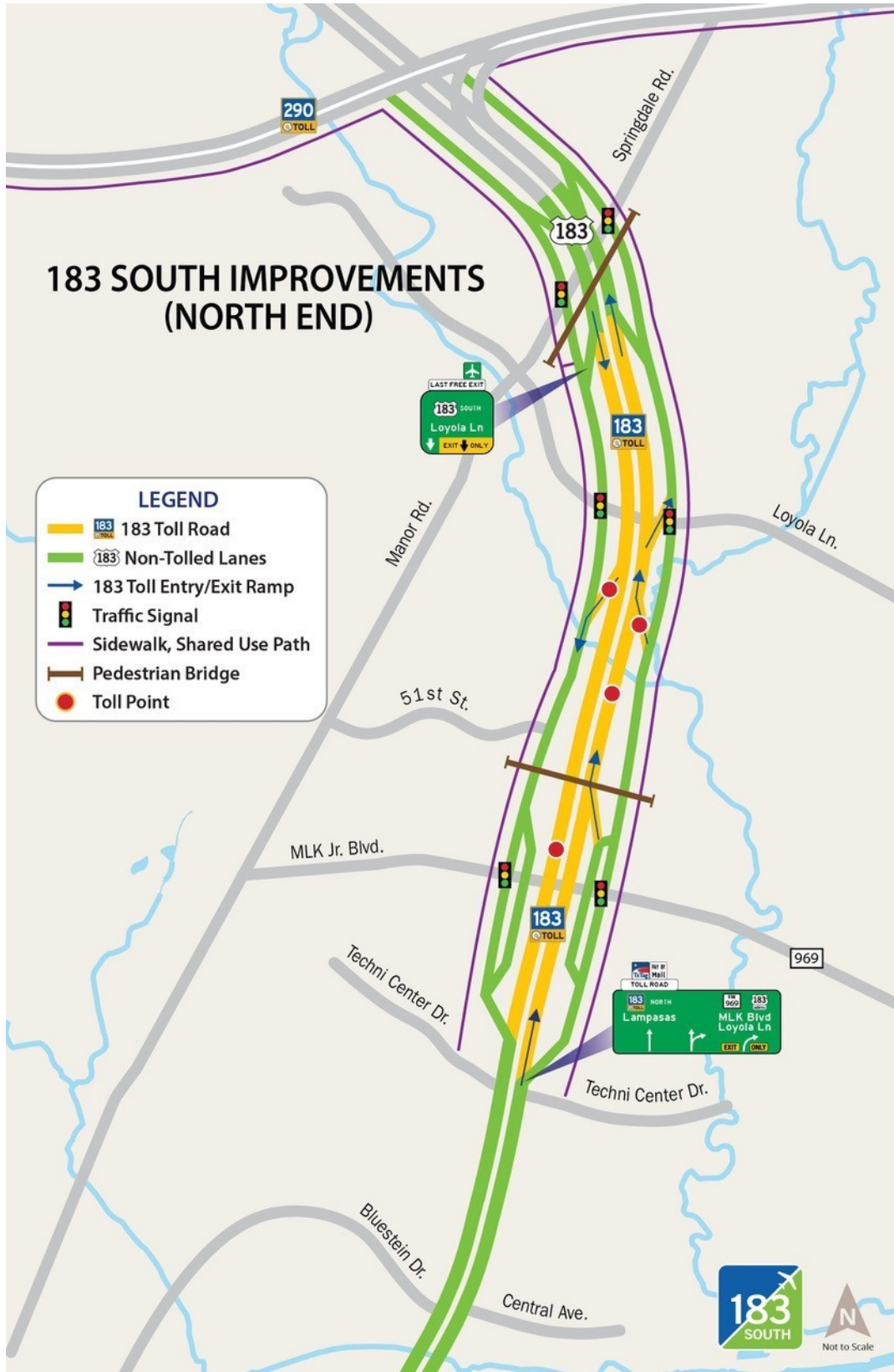


Figure 2-11: 183 South Toll Road (North End) Project Configuration

2.1.1.7 *Traffic Incident and Management Center (TIM Center)*

The TIM Center is located at 104 North Lynnwood Trail in Cedar Park, Texas, and is staffed from 5:30 am to 8 pm during weekdays. The TIM Center has overall responsibility for toll operations and can override pricing and/or open managed lanes to general traffic in accordance with CTRMA. The TIM Center’s operational responsibilities include the following:

1. Facilitate smooth traffic flow
2. Actively monitor real-time traffic and incidents during peak hours
3. Ensure trip building transactions are correct according to the current business rules
4. Provide monitoring and maintenance for roadside equipment

2.1.2 Future Facilities

This section provides information about future CTRMA facilities.

2.1.2.1 *183A Phase III*

CTRMA is proposing to extend 183A north from Hero Way to 1.1 miles north of SH 29 as Phase III of the 183A system (Figure 2-12). The 6.6-mile proposed roadway will have two tolled lanes in each direction with an option to widen to three lanes in the future. The location of the proposed roadway shall be mostly within the median of the US 183 corridor. Schematic design, traffic modeling, and environmental investigations are underway. The extension will also feature a shared-use path north from Hero Way to the proposed Seward Junction Loop project. The project received environmental clearance in August 2019 and is currently undergoing final design. Construction is planned to begin in early 2021.



Figure 2-12: 183A Phase III Study Area

2.1.2.2 183 North

The 183 North Mobility Project (Figure 2-13) includes the construction of two variably priced express lanes in each direction along a 9-mile stretch of US 183 between SH 45/RM 620 and MoPac. This project also includes an additional lane (or lanes as necessary) to bring the number of non-tolled lanes to four in each direction. Express lane direct connectors shall be constructed with MoPac to the south. Construction on this project is scheduled to begin in early 2021.



Figure 2-13: 183 North Project Map

2.1.2.3 MoPac South

The MoPac Expressway south of Cesar Chavez Street is a vital artery in Austin for commuters, neighbors, and visitors (Figure 2-14). This corridor provides a critical link to downtown Austin and other major highways such as US 290 and Loop 360. CTRMA and its partners launched an environmental study in 2013 to analyze the corridor and determine the best approach to managing congestion. The study identified a full range of alternatives, including Express Lane(s), High Occupancy Vehicles Lanes (HOV), Transit Only Lanes, additional General-Purpose Lanes, and Transportation Demand Management Alternatives. The thorough evaluation determined that the Express Lane(s) option was the recommended build alternative because it best met the purpose and need of the study.

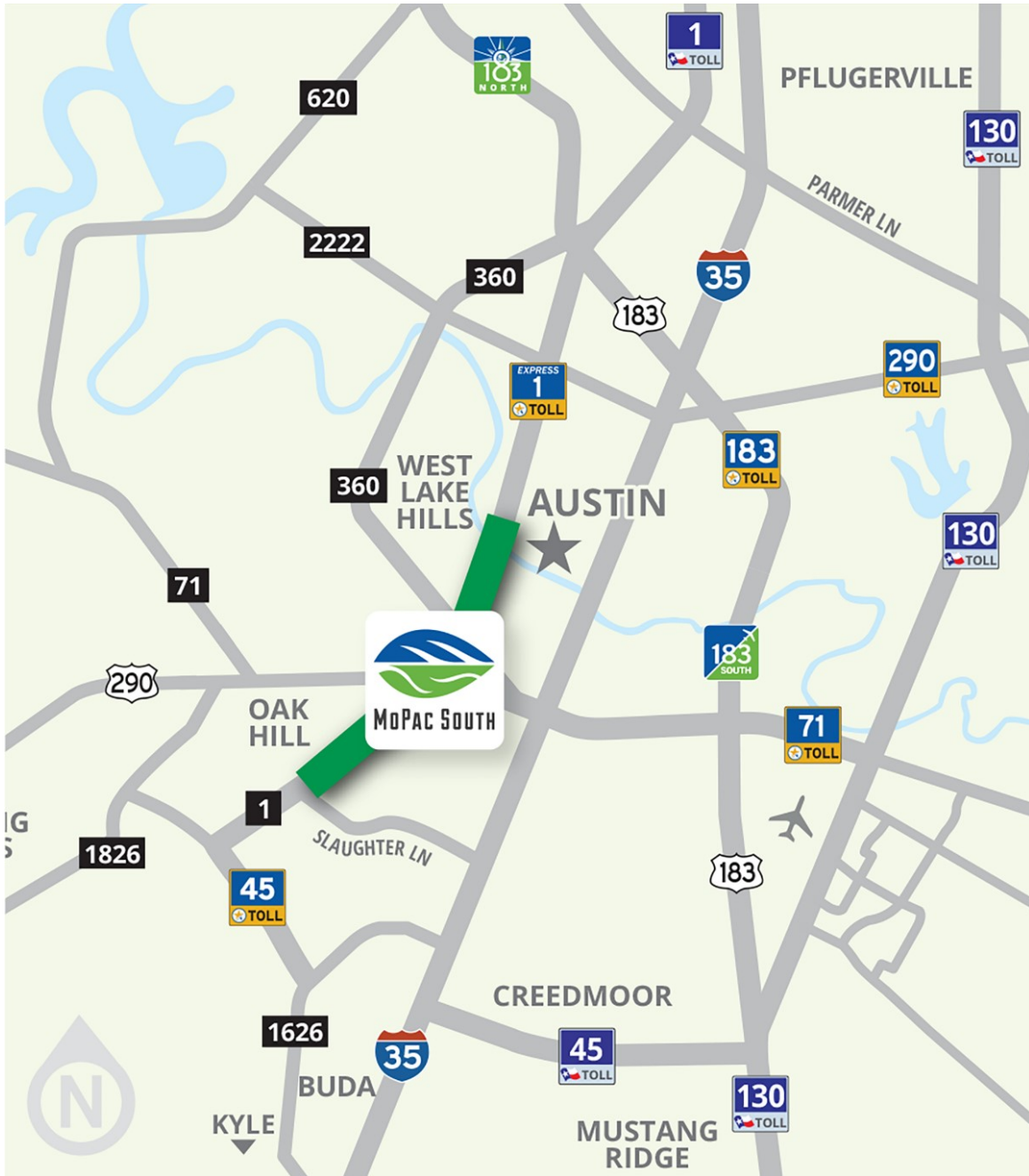


Figure 2-14: MoPac South Project Map

2.1.2.4 290 Toll Phase III

CTRMA, in coordination with TxDOT, has developed plans to construct three direct connectors at the SH 130 interchange (Figure 2-15). These bridges will give drivers a free-flowing direct connection and free up capacity on the frontage road intersection underneath the toll facilities. Construction of three direct connector flyover ramps to link 290 Toll with SH 130 began in late 2018 and is expected to be complete in late 2021, providing a long-term mobility solution for commuters at this intersection.



Figure 2-15: 290 Toll Phase III Project Map

2.2 GENERAL PROJECT INFORMATION

This contract is to provide an ETCS that includes roadside functionality (AVI, AVC, VES, DVAS) and Toll Facility Host (TFH) functionality. The TFH functionality includes trip building, dynamic pricing, image processing, reporting/auditing, and interfaces with other CTRMA third-party systems. The Toll Systems Integrator (TSI) shall be responsible for all aspects of system design, testing, installation/implementation, integration, training, and maintenance of CTRMA's AET and Express Lanes (EL). The ETCS will integrate with CTRMA's Data Platform Host (DPH), which connects to CTRMA's Pay By Mail system and the Central US Interoperability (CUSIOP) Hub for away agency processing.

The TSI shall provide an ETCS that includes the following, at a minimum:

1. Roadside systems and infrastructure to support AVI, AVC, VES (cameras), DVAS (cameras), and all related/required components and sensors. Refer to Section 2.2.1, Work Authorization and Project Delivery for more information.
2. Variable Toll Message Signs (VTMS) to display toll rates on Express Lane (EL) facilities.
3. Appropriate applications to support daily operations of CTRMA's facilities.
4. Processing, tracking, and storing all transactions generated by roadside tolling equipment.
5. A trip building system that creates trips based on CTRMA's business rules.
6. Complete image processing to provide license plate information of images captures on the roadside, including all systems, and required operations staff.
7. A dynamic pricing system that calculates and provides toll rates based on traffic conditions in the Express Lanes and General Purpose (GP) lanes.
8. Communication of toll rates to the Variable Toll Message Signs (VTMS) located on Express Lanes.
9. An interface with CTRMA's DPH for transmission and reconciliation of trips, images, and for receipt of Transponder Validation Lists (TVL) and other files.
10. A comprehensive reporting system.
11. All necessary maintenance services to support all hardware, software, and network on the ETCS.
12. A Maintenance Online Management System (MOMS) that supports configurable alerts/alarms, work order creation, and dashboards.
13. Employ, train, supervise, and schedule the required staff to support CTRMA's TIM Center operation, including actively monitoring traffic flow and incidents, reviewing trip building processes to ensure accuracy, and provide monitoring of express lane roadside equipment.
14. User manuals and training for TSI-provided systems and software.
15. Network administration of all ETCS communications equipment, software, cables, connections, configurations necessary to operate the ETCS.

More detailed requirements for these systems and subsystems are described in Sections 2.4, 2.5, 2.6, and 2.15.

Appendix A - Scope of Services

2.2.1 Work Authorization and Project Delivery

Each installation of a new facility or transition of an existing facility will be based on individual Work Authorizations approved by CTRMA. Refer to Sections 2.7, Project Management, 2.8, Installation of New Facilities, and 2.9, Transition of Existing Facilities, for further information.

Each Work Authorization will include, at a minimum, the following:

1. General description of the toll road infrastructure and site
2. General requirements of the ETCS
3. Scope of Work (SOW)
4. ETCS equipment and installation requirements
5. Civil/roadway construction requirements (i.e., work by others)
6. The ETCS project implementation or transition schedule
7. Construction schedule (if required)
8. Coordination and project management requirements
9. Toll facilities responsibility matrix
10. Milestone payment schedule
11. Detailed drawings, diagrams, and other required engineering documents (provided by CTRMA)
12. Price sheet
13. Project-level documentation

Additional project documentation will include the following, as defined in Section 2.7.3.1.2, Project-Level Documentation, and Section 2.11, Project Documentation.

Given the segmentation of work based on individual Work Authorizations, the TSI may only be required to update or amend existing documentation to reflect changes to hardware, software, processes, or requirements to reflect designs and project plans for new or transitioned facilities. CTRMA intends to reduce the amount of unnecessary and repetitious documentation as much as possible.

The Milestone Payment Schedule is based on each Work Authorization. The following examples represent the Milestone Payment Schedule for each phase of work, as described in Transition Phases, Section 9.6

Table 2-1: Milestone Payment Schedule for Phase I Work

Milestone Payment Schedule for Phase I			
- Includes TFH implementation, first facility transition, and delivery of all program documents			
ID	Payment Milestone	% Paid	Cumulative % Paid
A. Mobilization			
Applies to Section A Mobilization of Cost Proposal Form			
A-1	Mobilization		

Appendix A - Scope of Services

Milestone Payment Schedule for Phase I - Includes TFH implementation, first facility transition, and delivery of all program documents			
ID	Payment Milestone	% Paid	Cumulative % Paid
	- Mobilization (upon Work Authorization approval)	100%	100%
B. Hardware and Equipment Ordering and Installation Applies to Section B System Procurement and Installation of Cost Proposal Form			
Equipment Ordering, Installation, and Testing			
B-1	-Purchased, Received and Verified	10%	10%
	-Start of installation activities	15%	25%
	-Installation activities complete	15%	40%
	-Site Installation Test completed and approved	20%	60%
	-Integration Test completed and approved	20%	80%
	-Operational Acceptance Test completed and approved	20%	100%
C. Project Management, Documentation and Testing Services Applies to Section C Project Management and Testing Services of Cost Proposal Form			
Project Management Documentation Approval			
C-1	- Master Project Schedule	5.0%	5.0%
	- Program Management Plan <i>includes the following</i>		
	- a. Roles and Responsibilities		
	- b. Scope Management Plan		
	- c. Quality Management Plan		
	- d. Communication Management Plan		
	- e. Requirement Management Plan		
	- f. Change Management Plan		
	- g. Configuration Management Plan		
- h. Risk Management Plan			
Design Documentation Approval			
C-2	- Software Development Plan	10.0%	15.0%
	- Requirements Traceability Matrix		
	- Master Test Plan		
	- Interface Control Documents		
	- System Detailed Design Documents		

Appendix A - Scope of Services

Milestone Payment Schedule for Phase I - Includes TFH implementation, first facility transition, and delivery of all program documents			
ID	Payment Milestone	% Paid	Cumulative % Paid
	- Reports Detailed Design Documents		
	- Data Migration Plan (REMOVED FROM SCOPE OF WORK)		
	- Disaster Recovery Plan		
	- Backup Recovery and Archive Plan		
C-3	Test and Go-Live Planning Documentation		
	- TFH and Roadside Test Plans and Procedures	10.0%	25.0%
	- Installation Plan (for TFH and facility)		
	- Transition Plan (for TFH and facility)		
C-4	Test Results and As-Built Documentation		
	- Test Reports	10%	35.0%
	- As-Built Drawings for transitioned facility		
C-5	Training and maintenance documentation and manuals Approval		
	- Training Plan and Materials	5%	40.0%
	- Roadside System Flow Diagram		
	- MOMs User Manual		
	- Reporting Manual		
	- DVAS Manual		
	- Audit and Reconciliation Manual		
	- Dynamic Pricing and Trips Manual		
	- Maintenance Plan		
	- Initial Inventory (including spares)		
	- Safety plan		
	- Traffic Control Plan		
	- Security Plan		
- Succession Plan			
C-6	TFH FAT completed and approved	10%	50.0%
C-7	TFH Integration to CTRMA DPH	5%	55.0%
C-8	TFH SIT completed and approved	10%	65.0%
C-9	Roadside Facility FAT completed and approved	5%	70.0%
C-10	All toll sites commissioned	10%	80.0%

Appendix A - Scope of Services

Milestone Payment Schedule for Phase I - Includes TFH implementation, first facility transition, and delivery of all program documents			
ID	Payment Milestone	% Paid	Cumulative % Paid
C-11	Training Completed and Go-Live	10%	90.0%
C-12	OAT for TFH and Facility completed and approved, and Final As-Built drawings representative of any changes made during test and acceptance.	10%	100.0%

Table 2-2: Milestone Payment Schedule for Phase II Work

Milestone Payment Schedule for Phase II - Includes each transitioned or new facility, project documentation, and program documentation updates			
ID	Payment Milestone	% Paid	Cumulative % Paid
A. Mobilization Applies to Section A Mobilization of Cost Proposal Form			
A-1	Mobilization		
	- Mobilization (upon Work Authorization approval)	100%	100%
B. Hardware and Equipment Ordering and Installation Applies to Section B System Procurement and Installation of Cost Proposal Form			
B-1	Equipment Ordering, Installation, and Testing		
	- Purchased, Received and Verified	10%	10%
	- Start of installation activities	15%	25%
	- Installation activities complete	15%	40%
	- Site Installation Test completed and approved	20%	60%
	- Integration Test completed and approved	20%	80%
	- Operational Acceptance Test completed and approved	20%	100%
C. Project Management, Documentation and Testing Services Applies to Section C Project Management and Testing Services of Cost Proposal Form			
C-1	Project Management Documentation Approval		
	-Work Authorization (Project) Schedule	2.5%	2.5%
	- Project Risk Register		
	- Responsibility Matrix		
	- Updated Roles and Responsibilities		
	- Communication Plan		
C-2	Design Documentation Update Approval		
	- Updated Requirements Traceability Matrix	5.0%	7.5%
	- Updated Master Test Plan		
	- Updated Interface Control Documents		
	- Updated System Detailed Design Documents		
	- Updated Reports Detailed Design Documents		
	- Updated Data Migration Plan (REMOVED FROM SCOPE OF WORK)		
- Updated Disaster Recovery Plan			

Appendix A - Scope of Services

Milestone Payment Schedule for Phase II - Includes each transitioned or new facility, project documentation, and program documentation updates			
ID	Payment Milestone	% Paid	Cumulative % Paid
	- Updated Roadside System Flow Diagram		
	- Updated Backup Recovery and Archive Plan		
Test and Go-Live Planning Documentation Approval			
C-3	- Test Plans and Procedures	5.0%	12.5%
	- Installation Plan (for each new facility)		
	- Transition Plan (for each transitioned facility)		
Test Results and As-Built Documentation			
C-4	Test Reports	5.0%	17.5%
	As-Built Drawings for each transitioned / new facility		
Training, Maintenance documentation and Manual Update Approval			
C-5	- Updated Training Plan and Materials	2.5%	20%
	- Updated Roadside System Flow Diagram		
	- Updated Manuals (to all applicable systems)		
	- Updated Maintenance Plan		
	- Updated Inventory (including spares)		
	- Updated Succession Plan		
C-6	Factory Acceptance Test completed and approved	15%	35%
C-7	Configuration of Toll Facility Host	10%	45%
C-8	Site Installation Test completed and approved	10%	55%
C-9	All toll sites commissioned	15%	70%
C-10	Training Completed / Go-Live (start of revenue collection)	15%	85%
C-11	Operational Acceptance Test completed and approved, and Final As-Built drawings representative of any changes made during test and acceptance.	15%	100%

Table 2-3: Milestone Payment Schedule for Phase III Work

Milestone Payment Schedule for Phase III - Final OAT for all facilities			
ID	Payment Milestone	% Paid	Cumulative % Paid
C. Project Management, Documentation and Testing Services Applies to Section C Project Management and Testing Services of Cost Proposal Form			
C-1	Project Management Documentation Approval		
	- Work Authorization (Project) Schedule	10.0%	10.0%
	- Project Risk Register		
	- Communication Plan		
C-2	Test and Go-Live Planning Documentation Approval		
	- Test Plans and Procedures	15.0%	25.0%
	- Transition Plan (for each transitioned facility)		
C-3	Test Results and As-Built Documentation		
	Test Reports	20%	45%
	Final As-Built Drawings	20%	65%
	Final Program Documentation updates	20%	85%
	Final Operational Acceptance Test completed, and Final As-Built drawings representative of any changes made during test and acceptance.	15%	100%

2.3 EXISTING EQUIPMENT, INFRASTRUCTURE, BUILDINGS, AND COMMUNICATION

The TSI has the option to reuse certain roadside tolling equipment/devices, along with all existing infrastructure, conduits, cabinets, hub buildings, and electrical and communications equipment and cabling. This section describes the equipment and infrastructure that is currently installed. Unless explicitly stated otherwise, the TSI may reuse any or all equipment currently installed, subject to the limitations of the approved transition plan.

The TSI has the option of retaining the existing equipment specified herein, with the condition the TSI's delivered system will conform to contractual functional and performance requirements for the term of the contract. CTRMA does not assert the condition, functionality, or performance of installed equipment. It is incumbent on the TSI to determine the condition and fitness for the use of any currently installed equipment to be reused.

All other equipment provided under this Scope of Work will also be required to meet the requirements detailed herein and applicable Service Level Agreements (SLA), as described in Appendix F, Service Level Agreement (SLA). Additionally, the TSI shall de-install, remove from the premises, and properly dispose of any un-needed existing equipment following the appropriate CTRMA policies.

Table 2-4: General Requirements

ID	Rule
REQ-1	If any proposed new equipment increases non-dynamic/static forces or dynamic/live load on an existing support structure, the TSI shall submit a structural analysis of the existing support structure for CTRMA's review, approval, and professional stamp.

2.3.1 Existing Tolling Equipment

As previously described in Section 2.1, CTRMA operates five (5) All-Electronic Toll (AET) facilities, including one (1) Express Lane facility in the Austin area. Table 2-5, sorted by monthly average transaction data per facility, provides a listing of the different CTRMA facilities and plazas and their historical transaction data.

Table 2-5: The Historical Transaction Data of CTRMA Facilities and Plazas

Facility	Plaza	Type	Monthly Average Transaction Data (2019)	Generator at Plaza
183-A	Park Street Mainline NB	Mainline	1,056,625	Yes
183-A	Park Street Mainline SB	Mainline	1,001,870	No
183-A	Lakeline NB Mainline	Mainline	780,687	Yes
183-A	Lakeline SB Mainline	Mainline	689,193	Yes
183-A	Crystal Mainline SB	Mainline	605,071	No
183-A	Crystal Mainline NB	Mainline	588,867	Yes
183-A	Brushy Creek NB	Ramp	147,436	Yes
183-A	Brushy Creek SB	Ramp	106,135	Yes
183-A	Scottsdale Drive NB	Ramp	38,636	Yes

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Facility	Plaza	Type	Monthly Average Transaction Data (2019)	Generator at Plaza
183-A	Crystal Parkway NB	Ramp	15,587	No
183-A	Crystal Parkway SB	Ramp	14,667	No
183-S	MLK Mainline SB	Mainline	146,961	No
183-S	51st Mainline NB	Mainline	36,710	Yes
183-S	51st Exit Ramp	Ramp	59,039	Yes
183-S	51st Entry Ramp	Ramp	169,522	Yes
US290 E	Giles Mainline WB	Mainline	538,766	Yes
US290 E	Giles Mainline EB	Mainline	508,628	No
US290 E	Parmer Mainline EB	Mainline	356,354	Yes
US290 E	Parmer Mainline WB	Mainline	331,139	No
US290 E	183 Entry	Ramp	289,436	Yes
US290 E	183 Exit	Ramp	218,423	No
US290 E	Giles Lane WB	Ramp	71,792	Yes
US290 E	Giles Lane EB	Ramp	62,945	No
US290 E	Springdale Road EB	Ramp	26,872	No
US290 E	Harris Branch EB	Ramp	21,938	No
US290 E	Harris Branch WB	Ramp	15,286	Yes
US290 E	Springdale Road WB	Ramp	14,649	Yes
US290 E	130 DC Entry WB	Ramp	6,745	Yes
SH-71	973 East	Mainline	475,368	Yes
SH-71	973 West	Mainline	395,249	No
MoPac	RM2222 SB	Mainline	377,282	Yes
MoPac	Enfield NB	Mainline	335,772	Yes
MoPac	Far West NB	Mainline	204,104	Yes
MoPac	Parmer SB	Mainline	158,302	Yes
45 SW	Bear Creek Mainline WB	Mainline	100,114	No
45 SW	Bear Creed Mainline EB	Mainline	91,495	Yes

There are also three locations on MoPac that support portable generators. These locations are not tolling sites (plazas); they are sign cabinets.

2.3.2 Existing Deficiencies

After the TSI assesses the existing equipment and infrastructure, the TSI shall be required to certify in writing to CTRMA that the ETCS, with the incorporation of any reused equipment, and the CTRMA-owned infrastructure, will meet the project SLAs as described in Appendix F, Service Level Agreement. This certification shall be delivered to CTRMA no later than ninety (90) days after the issuance of a Work Authorization providing for the assessment of existing equipment and will communicate all existing equipment defects affecting functionality or performance found. Defects identified after the ninety (90) day period shall be solely on the TSI to resolve. CTRMA will inspect each claimed defect within thirty (30) business days and determine the

appropriate action (e.g., repair, replace, or retain as is) and the timing of the action. Any agreed-upon repair or replacement work may be performed through a change order.

2.4 ZONE CONTROLLER SUBSYSTEM

The functionality of the zone controller includes the following, at a minimum:

Table 2-6: Zone Controller Subsystem Technical Requirements

ID	RULE
REQ-2	The zone controllers shall be required to meet all applicable SLAs, as described in Appendix F, Service Level Agreement.
REQ-3	The zone controllers are required to be implemented in a redundant, highly available configuration/capacity.
REQ-4	The zone controller’s failover system shall ensure there is no loss of transactions or revenue due to a single zone controller failing.
REQ-5	The failover of a single zone controller shall not disrupt the operation of any other subsystem(s) and shall not require a restart of any subsystem.
REQ-6	Alarm messages shall be generated and transmitted to MOMS whenever a zone controller failover or outage event occurs.
REQ-7	The ETCS shall provide authorized users the capability to switch manually and remotely from the primary zone controller to the secondary zone controller. The switching from the primary zone controller to a secondary zone controller shall be recorded and transmitted to MOMS.
REQ-8	All zone controllers shall be capable of processing transaction volumes of at least 3,000 vehicles per lane per hour.

2.4.1 Stand-Alone Operation

Table 2-7: Stand-Alone Operation Technical Requirements

ID	RULE
REQ-9	The zone controllers shall be capable of operating in a stand-alone mode during communications disruptions between the zone controller and the TFH.
REQ-10	While in stand-alone mode, the zone controllers shall be capable of storing all transaction records, events, and maintenance messages for a minimum of thirty (30) days.
REQ-11	Complete lane transactions buffered in the lane when communications are lost shall be forwarded to the TFH when communications are restored.
REQ-12	When operating in stand-alone mode, the last configuration, security access, and application files downloaded from the TFH shall be used until communication is restored or files are uploaded locally.
REQ-13	Upon restoring communication with the TFH, all backlogged messages shall be transmitted without affecting near real-time transmission of ongoing transactions.

2.4.2 Software

Table 2-8: Software Technical Requirements

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ID	RULE
REQ-14	Zone controllers shall process data obtained from AVI, AVD, AVC, VES, and other roadside devices and equipment systems to generate transaction records for each passing vehicle.
REQ-15	The operating systems, databases, COTS software, and ETCS software provided by the TSI shall support near real-time transaction creation.
REQ-16	The proposed operating systems and databases shall be currently supported versions/releases (i.e., no beta releases) with a future upgrade path. The zone controller’s operation system shall be the same version across all facilities.
REQ-17	The zone controller application version will be the same across all facilities.
REQ-18	Zone controller software shall be parameter-driven and user-configurable and shall be warranted against software defects and deficiencies until the contract is terminated.
REQ-19	All messages between the zone controller and the VES (e.g., ALPR data, triggers, and transaction link data), AVI, AVD, and AVC subsystems, and the TFH shall use a documented, non-proprietary protocol. This protocol shall be made available to and approved by CTRMA during the design phase of the project.
REQ-20	Zone controllers shall be required to detect and frame vehicles, including those with valid transponders, and associate all transactions with correct vehicle VES images.
REQ-21	One and only one transaction record shall be created for each vehicle that travels through a Toll Zone, and zone controllers shall ensure all available input data has been written to the transaction record before transmitting it to the TFH.
REQ-22	The zone controllers shall be able to automatically synchronize with the various sensors and subsystems at the lane level to ensure the events in the lane are associated with the correct vehicle transaction record.
REQ-23	Along with all other data elements required for a transaction record, vehicle length shall also be included.

2.4.3 Time Synchronization

Table 2-9: Time Synchronization Technical Requirements

ID	RULE
REQ-24	Zone controllers shall be time-synchronized to the TFH at the time of zone controller startup and periodically after that.
REQ-25	The zone controller shall synchronize or transmit time synchronization messages with every connected Toll Zone subsystem or device/equipment capable of maintaining time.

2.4.4 Monitor All Lane Equipment for Device Status

Table 2-10: Monitor All Lane Equipment for Device Status Technical Requirements

ID	Rule
REQ-26	Each zone controller shall self-monitor the system health of internal components and all associated in-lane equipment device for status.
REQ-27	The system shall generate a recovery message and restore its operational status if a device recovers after reporting a failure.

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ID	Rule
REQ-28	Recovery messages shall be: <ol style="list-style-type: none"> 1. Recorded against the original failure work order 2. Reported through MOMS 3. Available to authorized staff
REQ-29	All alarm, health, and recovery messages shall be transmitted and reported to MOMS.
REQ-30	Anytime a work order is closed, the system shall automatically enable any/all alarms for the repaired equipment.

2.4.5 Diagnostics and Equipment Malfunction

The TSI shall ensure the system continues to operate without loss of revenue or visible impact to the patron if some components of the system fail, and the system begins degraded mode operations.

Table 2-11: Diagnostics and Equipment Malfunction Technical Requirements

ID	RULE
REQ-31	The zone controller software shall execute periodic diagnostics checks on all internal processes, the in-lane equipment, and interfaces. A device’s failure to respond to a status inquiry after a user-configurable number of retries shall be regarded by the zone controller software as an equipment failure.
REQ-32	All failures detected and alarms generated shall be reported to MOMS. Degraded modes of operation shall be supported based on CTRMA’s business rules developed during the design process and approved by CTRMA.

2.4.6 Configuration Files

Table 2-12: Configuration Files Technical Requirements

ID	RULE
REQ-33	All parameters and settings required to operate the zone controller application shall be maintained in a configuration file or files.
REQ-34	A copy of the current zone controller configuration files shall be maintained on the TFH and shall be available for downloading along with the zone controller application file, as needed.
REQ-35	Authorized personnel working in the field shall be able to make changes to the configuration file used by the zone controller.
REQ-36	Changes made in the field shall be backed up to the TFH. Any configuration files changed in the field shall be logged and assessed for applicability to all zone controllers and downloaded to other zone controllers, accordingly.
REQ-37	All zone controllers shall have default configuration files that allow the lane to startup automatically.
REQ-38	All zone controllers shall operate with the same software version unless CTRMA approves exceptions to this requirement.

2.5 ROADSIDE SUBSYSTEM

The following sections provide requirements about the roadside subsystem.

2.5.1 Automatic Vehicle Identification (AVI) Subsystem

The TSI shall determine the need for conducting radio frequency (RF) interference tests at all proposed project sites that are currently equipped with Radio Frequency Identification (RFID) products. The TSI shall assure all related licensing and requirements are satisfied and to be aware of any RF sources that may interfere with the ETCS. CTRMA currently operates its AVI readers between 902.5 MHz and 921.5 MHz.

The TSI has responsibility for compiling all Federal Communication Commission (FCC) licensing materials.

The TSI shall provide certification that any new proposed reader’s 6C capabilities have been certified by an approved independent third-party laboratory (e.g., certification under the OmniAir Certification Services’ ISO 18000-6C certification program will satisfy this requirement).

The TSI shall be responsible for the AVI subsystem, including any design, provision, and installation involving enclosures (including heating/cooling if required), cabling, brackets, and ancillary components required for the proper functioning/operation of this subsystem. The TSI shall ensure the AVI subsystem meets the performance requirements identified in Appendix F, Service Level Agreement.

After initial installation, the TSI maintains responsibility for the completion and submission of any FCC-required applications and maintenance forms to CTRMA for submission to the FCC.

CTRMA is responsible for submitting the completed forms to the FCC and the payment of all related FCC licensing costs.

CTRMA does not write to any transponders via the roadside ETCS.

Table 2-13: AVI Subsystem Technical Requirements

ID	RULE
REQ-39	The AVI subsystem shall support all applicable AVI business requirements and performance levels, as defined in CTRMA Lane System Business Rules, and Appendix F, Service Level Agreement.
REQ-40	The AVI subsystem shall include a multi-protocol RFID reader capable of reading three standard protocols (E-ZPass TDM, ISO 18000-6C, and SeGo) at performance levels defined in Appendix F, Service Level Agreement.
REQ-41	The AVI subsystem shall read all approved transponder types in vehicles (when present and properly mounted) that pass through the toll zone, including vehicles within travel lanes, straddling lanes, without degradation or interference at speeds ranging from stop-and-go to 100 mph.
REQ-42	The AVI subsystem shall account for every lane transaction that is the result of a buffered/spurious transponder read for tracking and disposition, which shall be reported on and auditable by CTRMA.
REQ-43	When multiple transponders are detected within a vehicle, the AVI subsystem shall record up to three transponders and include them in the transaction record.

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ID	RULE
REQ-44	The lane transaction shall indicate which transponder is assumed to be the valid transponder for processing by the TFH. The lane transaction shall also include the other transponders in the lane transaction message.
REQ-45	Each RFID reader stores all information related to at least 125,000 transponder reads if the RFID operates in a stand-alone mode (i.e., there is no zone controller connectivity).

2.5.2 Automatic Vehicle Detection (AVD) and Classification (AVC) Subsystem

The TSI shall provide for both in-ground and above ground Automatic Vehicle Detection (AVD) and Automatic Vehicle Classification (AVC) systems. Wherever the TSI chooses to re-use existing in-ground AVD and AVC systems on existing CTRMA facilities, the TSI shall certify in writing to CTRMA that the ETCS, with the incorporation of any reused equipment, and the CTRMA-owned infrastructure, will meet the project SLAs as described in Appendix F, Service Level Agreement.

CTRMA will direct the TSI to implement either in-ground or above ground AVD and AVC systems, on a per facility basis, and even on a per location basis. The TSI is encouraged to provide designs that will contribute to an infrastructure that takes into consideration all aspects of long-term maintenance and support. It is, however, incumbent on the TSI to provide a technically compliant, competitively priced solution that meets the stated requirements.

Both in-ground and above ground ACD and AVC systems will meet the following technical requirements:

Table 2-14: AVC Subsystem Technical Requirements

ID	RULE
REQ-46	The AVC subsystem shall support all applicable AVC business rules and performance requirements, as described in CTRMA, Lane System Business Rules, and Appendix F, Service Level Agreement.
REQ-47	The AVC subsystem shall detect all vehicles that pass-through toll lanes and toll zones, including vehicles within travel lanes, within shoulders, straddling lanes, or straddling a lane and shoulder, without degradation or interference.
REQ-48	The AVC subsystem shall correctly separate vehicles moving below 30 miles per hour within 2 feet distance measured front to rear, and within 5 feet distance measured front to rear above 30 miles per hour, to ensure that multiple vehicles are not identified as a single vehicle.
REQ-49	The AVC subsystem shall correctly associate multi-unit vehicles (e.g., a vehicle towing a trailer) using a minimum 2-inch tow bar (measured perpendicular to the lane direction of travel) to ensure that the multi-unit vehicle is identified as a single vehicle.
REQ-50	If the TSI proposes an overhead AVC subsystem, the system must be able to be implemented as a redundant trigger to the VES cameras.

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ID	RULE
REQ-51	The Vehicle Detection, Separation, and Classification subsystem shall support all applicable vehicle detection and separation business rules and performance requirements as defined in CTRMA, Lane System Business Rules, and Appendix F, Service Level Agreement, including the following: <ol style="list-style-type: none"> 1. Detecting vehicles at required speeds 2. Separating vehicles at required speeds Classifying vehicles at required speeds
REQ-52	The Vehicle Detection, Separation, and Classification subsystem shall provide vehicle event messages and signals to the zone controller and may also directly trigger the VES cameras.
REQ-53	The status of the Vehicle Detection, Separation, and Classification subsystem shall be reported to MOMS, and the zone controller shall write health status codes to transaction records indicating a degraded state when the transaction is built.

2.5.3 Violation Enforcement Subsystem (VES)

Table 2-15: Violation Enforcement Subsystem Technical Requirements

ID	RULE
REQ-54	The VES shall support all applicable VES business and performance requirements, as defined in CTRMA, Lane System Business Rules, and Appendix F, Service Level Agreement.
REQ-55	All transactions (including those with transponders) shall have images captured and associated.
REQ-56	The VES shall capture images of all vehicle license plates with sufficient sharpness for the ALPR to automatically extract the plate number, type, and jurisdiction.
REQ-57	The VES shall capture at least one front and one rear full-color image of every vehicle that passes through a lane or Toll Zone. All images captured shall be associated with the correct lane transaction.
REQ-58	The VES shall create a region of interest image from the image used to determine the license plate data showing an enlarged view of the license plate with the license plate data readable to the unaided eye.
REQ-59	The VES shall machine-read images and identify license plate information, including license plate type, alphanumeric characters, and jurisdiction of origin, to be included in the lane transaction message. The lane transaction message shall also include automated ALPR processing confidence levels.

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ID	RULE
REQ-60	The VES shall flag all images which should be queued for human review, by user-configurable parameters, including the following: <ol style="list-style-type: none"> 1. ALPR confidence threshold 2. License plates/vehicles that have not been previously recorded by the system 3. Random images with configurable sample sizes 4. Other unusual occurrences such as vehicle classification mismatches 5. Any other parameter required for the TSI’s Quality Assurance/Quality Control (QA/QC) process for images to achieve the performance requirements
REQ-61	The VES shall buffer/store images locally (either in the Toll Zone or a Host system) until successful image transmission to the storage location for image review.
REQ-62	The VES shall store all images (including those associated with valid AVI transactions) for a user-configurable rolling period per CTRMA’s data retention guidelines. Refer to Section 3, Data Retention Schedule.
REQ-63	The VES shall make images available to CTRMA’s Host per the accepted Interface Control Document (ICD).
REQ-64	Images shall be stored image-by-image as separate digital files, with an open-standard file architecture linked to the transaction record.
REQ-65	To support the rapid detection of poor performing cameras, the VES shall send alarm messages to MOMS. These messages shall indicate if the image quality of a VES camera has degraded such that its ALPR confidence falls below a user-configurable threshold. This threshold shall be based on the rolling average of a user-configurable number of images, or a camera is producing black (i.e., no picture) images.
REQ-66	CTRMA uses a third-party ALPR application for habitual violators and other programs off-line from the TSI-provided ETCS. The TSI shall support this third-party ALPR application by allowing VES images to be accessed in a read-only form. This access will be available to the third-party application in near real-time of the image capture at the roadside.

2.5.3.1 VES Cameras and Illumination Devices

The TSI shall be responsible for familiarizing themselves with all roadside illumination specifications.

Table 2-16: VES Cameras and Illumination Devices Technical Requirements

ID	RULE
REQ-67	Camera illumination devices shall be mounted/installed in such a way as not to distract or limit the vision of drivers. Visible light levels shall not be increased at any Toll Zones.
REQ-68	Cameras and illumination devices shall support a capture rate of no fewer than two vehicles per second.

2.5.4 Uninterruptible Power Supply (UPS) Subsystem

Table 2-17: UPS Subsystem Technical Requirements

ID	RULE
REQ-69	All toll equipment shall be UPS protected and supported with a minimum of one (1) hour runtime. Whenever a UPS is activated, an alert shall be sent to MOMS. The TSI shall monitor all UPS alerts, which may include the Simple Network Monitoring Protocol (SNMP) using a COTS smart interface module
REQ-70	Should the TSI chose not to reuse the existing UPS subsystem, the TSI shall furnish a UPS to be mounted in cabinets that include an exterior locking receptacle for plugging in a portable generator to allow connectivity with no tools required.
REQ-71	If an online UPS fails, an auto-sync transfer shall bridge line power and utility power in less than 5ms resulting in no power loss, only backup power capability.
REQ-72	A surge protection device shall be used to protect utility service that is not UPS filtered.
REQ-73	UPS installation shall include a bypass switch to allow maintenance of the UPS module while continuing to service the current electrical load.
REQ-74	Whenever any of the following occur, an alert/alarm shall be generated and sent to maintenance personnel and the CTRMA staff via MOMS: <ol style="list-style-type: none"> 1. UPS detects loss of electrical utility service 2. UPS battery level reaches a user-configurable low point 3. UPS is bypassed or disconnected

2.5.5 Digital Video Audit Systems (DVAS)

The TSI shall either furnish and install new or certify and accept in conjunction with CTRMA’s existing DVAS equipment.

The TSI shall provide a comprehensive DVAS that enables the CTRMA staff to verify/reconcile/audit toll transactions from all lanes, to review videos of events and/or incidents in the express lane(s), and to identify possible irregularities.

Table 2-18: Digital Video Audit Systems (DVAS) Technical Requirements

ID	RULE
REQ-75	The DVAS shall interface with other roadside equipment to receive vehicle transactional and status data of toll lane equipment. This data shall include individual sensor state changes, AVI reads, location (e.g., facility, plaza, lane), date/time, vehicle class, and toll rate.
REQ-76	The DVAS cameras will be positioned or repositioned such that they can distinguish all axles having wheels in contact with the pavement and raised axles where the wheels are not in contact with the pavement.
REQ-77	The DVAS cameras can be relocated for axle-verification.
REQ-78	Zone controller transactional data will be overlaid onto the DVAS video data displayed on the screen. This transactional data shall include the following, at a minimum: date, time, lane, plaza, facility, classification, and transponder number.

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ID	RULE
REQ-79	The user interface shall provide the capability to select and review videos based on the timeframe, location (e.g., facility, plaza, lane), tag number, vehicle class, and transaction number. The user interface shall allow the selected video to be replayed in real-time, in slow motion at a maximum playback rate of 1/8x, frame by frame, as well as accelerated playback rate at a minimum of 8x. The user interface will allow the user to “scroll” through the selected video with a pointing device (i.e., mouse).
REQ-80	The DVAS shall have the ability to print selected video images with associated transactional data.
REQ-81	All digitized DVAS video and corresponding transactional data will be synchronized/coupled and will be stored to allow historical viewing and analysis.
REQ-82	The DVAS shall allow an authorized operator/user to set cameras up and configure them individually. Configuration settings shall be available on a per camera basis.
REQ-83	The DVAS shall provide clear video/images of the intended subject area regardless of ambient lighting and/or weather conditions.
REQ-84	The DVAS shall provide an overall view of the traffic flow for the toll zone (i.e., loops and treadles).
REQ-85	Whenever DVAS video data is being reviewed, the corresponding transactional data will be displayed on the screen.
REQ-86	As DVAS video is “scrolled,” transactional data elements will “scroll” with the video.
REQ-87	The capability to control any/all DVAS cameras shall be User ID and password protected.
REQ-88	DVAS video shall be stored in an unencrypted format and available for review without the use of special equipment or software in a standard format (e.g., AVI, MP4, MOV).
REQ-89	DVAS video needs to be available for streaming to remote locations (off-site from CTRMA) in real-time, as well as in slow motion at a maximum playback rate of 1/8x, frame by frame, as well as accelerated playback rate at a minimum of 8x
REQ-90	DVAS video shall be stored as defined in CTRMA’s Data Retention Schedule, Section 3.
REQ-91	The DVAS shall allow for the export of video to external media in an unencrypted format and available for review without the use of special equipment or software in a standard format (e.g., AVI, MP4, MOV).

2.5.6 Closed Circuit Television (CCTV) Subsystems

CCTV cameras are required along all the CTRMA toll facilities in support of the DVAS and to observe VTMS messages.

The TSI will be responsible for running power/data connections from the power/data equipment enclosure(s) to the TSI installed equipment.

The TSI shall coordinate with CTRMA to establish the initial camera field of view and focus on providing an optimum image both for the DVAS and for the VTMS display.

No existing CCTV cameras used by the CTRMA operations staff for traffic verifications shall be removed from service without notification from CTRMA, and any outage or lapse in roadway coverage shall be limited to overnight or non-peak periods.

Table 2-19: CCTV Subsystem Technical Requirements

ID	RULE
REQ-92	The TSI shall either certify and accept existing CCTV cameras and mounting brackets, cabling and controls or furnish and install replacements meeting all performance, availability, and functionality requirements.
REQ-93	If cameras are proposed to be relocated or expanded, the TSI shall provide installation plans (e.g., shop drawings) for all relocated and expanded CCTV subsystem components.
REQ-94	Shop drawings and as-built drawings for proposed components will be submitted to CTRMA for approval.
REQ-95	All CCTV cameras shall be IP-based digital cameras and connect to the existing fiber communications network supporting all other roadside equipment.
REQ-96	All CCTV camera enclosures shall be designed and manufactured for continuous operation in all weather conditions. All CCTV cameras shall provide clear video and images of objects within the field of view regardless of ambient lighting (for both day and night) and weather conditions.
REQ-97	<p>Camera required attributes and capabilities shall include the following:</p> <ol style="list-style-type: none"> 1. Day (color)/night (monochrome) operation 2. IP addressable 3. Digital high definition resolution (1280 x 720 px, minimum) 4. Automatic focus 5. Capable of remote firmware upgrade via the communication interface
REQ-98	<p>Video encoding required attributes and capabilities shall include the following:</p> <ol style="list-style-type: none"> 1. Moving Picture Experts Group’s 4, part 10 (H.264) video compression technology 2. Encoded video transmitted using programmable bit rates 3. Color and monochrome video delivered at up to thirty (30) Frames Per Second (FPS) regardless of resolution
REQ-99	<p>Lens required attributes and capabilities shall include the following:</p> <ol style="list-style-type: none"> 1. Automatic and manual focus and iris control capabilities 2. High definition providing a minimum 24X motorized automatic optical zoom lens with optical iris 3. Depth of field that provides a clear image of roadside areas within the cameras range under all lighting conditions 4. A maximum aperture of at least f/1.6
REQ-100	<p>Dome required attributes and capabilities shall include the following:</p> <ol style="list-style-type: none"> 1. Pressurized dome with low-pressure alarm feature 2. Dome enclosures of NEMA 4X/IP-67 rating
REQ-101	<p>Communication/network interface attributes and capabilities shall include the following:</p> <ol style="list-style-type: none"> 1. National Transportation Communications for ITS Protocol 1205 v1.08 2. Capable of communication with other equipment and processors using transmission control protocol/IP, or user datagram protocol/IP 3. Real-Time Streaming Protocol (RTSP), per IETF RFC 2326 4. IEE802.3 compliant Local Area Network (LAN) connection for 10/100 Ethernet connections 5. Minimum of one 10/100 Base-TX Ethernet port
REQ-102	All components in this subsystem (e.g., cameras and servers) shall be integrated with MOMS for component status reporting, alert generation, and diagnostic messaging.

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ID	RULE
REQ-103	All externally mounted or installed components of the DVAS and VTMS CCTV system (e.g., brackets, enclosures, cabling, and connectors) shall be appropriately sealed and/or enclosed such that they will operate continuously. These components shall provide in-focus images for DVAS and VTMS data under typical weather/lighting conditions in the Austin metro region.
REQ-104	The video from these cameras shall be continuously recorded at a minimum of one (1) Frame Per Second (FPS).
REQ-105	Roadway coverage from the CCTV cameras shall not deviate from their current field of view.
REQ-106	The CCTV equipment shall integrate into a system/application provided by the TSI that the CTRMA staff may utilize to view the VTMS in real-time and review recorded/historical VTMS video data.
REQ-107	CCTV video shall be stored as defined in CTRMA’s Data Retention Schedule, Section 3.

2.5.7 Traffic Sensors

Table 2-20: Traffic Sensors Technical Requirements

ID	RULE
REQ-108	The traffic sensor subsystem shall support all applicable traffic sensor business rules and performance requirements as defined in CTRMA, Lane System Business Rules, and Appendix F, Service Level Agreement.
REQ-109	At a minimum, the proposed traffic sensor units shall measure and output vehicle speed, vehicle count/volume, lane occupancy, and vehicle direction for the same quantity of travel lanes as currently measured.
REQ-110	Proposed traffic sensor units shall support appropriate industry standard requirements for device implementation (IP addressable), device set-up and configuration, operational requirements (all weather conditions), frequency, and will provide for the following, at a minimum: <ol style="list-style-type: none"> 1. Detection of vehicles in up to 22 lanes 2. Detection of vehicles over barriers 3. Detection of vehicles from between 6 ft and 250 ft 4. Per vehicle data including speed, length, class, and lane assignment 5. Eight (8) classification bins 6. 15-speed bins
REQ-111	The traffic sensors shall not be used for input to vehicle transaction records. Data output from these sensors shall only be transmitted and aggregated for input to the Dynamic Pricing Subsystem (DPS) for use by CTRMA’s TFH operators.
REQ-112	Traffic sensor data sent in near real-time shall be timestamped when it arrives at a traffic server that parses, aggregates, and averages the raw traffic before being used by the DPS.
REQ-113	Failure to receive data from any traffic sensor shall result in a MOMS notification being generated to maintenance personnel.
REQ-114	The ETCS shall store all traffic sensor data in a database for reporting.

2.5.8 Variable Toll Message Signs (VTMS)

Table 2-21: VTMS Systems Technical Requirements

ID	RULE
REQ-115	The VTMS shall allow for a display of a minimum of six digits.
REQ-116	The VTMS system shall support all applicable VTMS business rules and performance requirements, as defined in CTRMA, Lane System Business Rules, and Appendix F, Service Level Agreement.
REQ-117	The VTMS shall be connected to the ETCS roadside network (fiber-optic network) and shall display/communicate the current toll rate to motorists traveling the Express Lane Corridor.
REQ-118	The specific toll rate messages that will be displayed on these VTMS will be finalized during the design phase(s) of the project(s) to include, at a minimum, both the AVI and Pay By Mail rates.
REQ-119	If any VTMS loses communication with the TFH, an alert shall be generated in MOMS, and the VTMS will display a default message.
REQ-120	This default message shall be agreed to during the design phase of the project(s).
REQ-121	VTMS controllers shall be capable of implementing localized override commands in situations where communication may be lost to the DPS to display special pricing and or messages to motorists traveling CTRMA’s Express Lane facilities.
REQ-122	Anytime localized override commands are implemented on the VTMS, a log of those commands shall be available to CTRMA for rating or re-rating trips during the override period.
REQ-123	Communications with the VTMS shall include message acknowledgments such that messages and the content of messages (toll rates) are positively acknowledged.
REQ-124	In instances where messages or message content is not positively acknowledged, a MOMS alert will be generated, and the event will be identified in VTMS SLA reporting.
REQ-125	The VTMS shall utilize a default rate table stored locally in the sign controller. In the event communication is lost with the VTMS, the VTMS will revert to default rates. The default rate table shall be based on historical rates in increments as small as 15 minutes.

2.6 TOLL FACILITY HOST (TFH)

CTRMA requires a Toll Facility Host (TFH) system to perform the ETCS functions that meet the requirements as described herein.

The TFH will provide for the following subsystems and functionalities:

1. Dynamic Pricing
2. Image Processing (ALPR and Manual Image Review)
3. VES Image Storage
4. Trip Building
5. Reports
6. Transaction Audit Functionality
7. Interfaces
8. Express Lanes User Interface (ELUI)
9. Toll Fare Schedules Management (for Non-Express Lane Facilities)
10. ETCS User Administration
11. Exempt Vehicle List Management

The TSI is responsible for all aspects of the design, development, testing, and implementation of the TFH, which shall support applicable business rules and performance requirements as defined in CTRMA, Lane System Business Rules, and Appendix F, Service Level Agreement.

The TSI will provide a TFH that is fully redundant by way of high availability clustering, or by way of a failover Disaster Recovery (DR) site, cloud-based DR, or DR service.

The TFH subsystems shall be web-based and accessible by the CTRMA staff and the CTRMA-designated representatives through logins without the installation of software.

TFH must be accessible without a VPN network if accessed through CTRMA’s network and by way of a VPN/remote desktop if the user is not on the CTRMA network.

The TFH shall provide a graphical user interface (GUI) for ETCS administration and user management. In addition, the TFH shall provide the functionality to manage the exempt vehicle list and capability to store local copies of the Tag Validation List/License Plate Validation List (TVL/LVL) received from CTRMA’s DPH.

Table 2-22: General TFH Technical Requirements

ID	RULE
REQ-126	The TSI shall provide a new TFH that shall receive, aggregate, process, and report on all toll transactions from vehicles that travel through the toll lanes.
REQ-127	The TSI shall provide the software, hardware, and personnel needed to support the TFH requirements specified herein.
REQ-128	All transactions, images, and messages transferred between all subsystems shall have the required data validation controls to confirm the complete, accurate, and timely transfer of data.
REQ-129	The interaction between applications and system components shall be based on an open architecture that is decoupled, flexible, agile, scalable, and robust.

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ID	RULE
REQ-130	It is preferred that the TFH software uses non-proprietary open-standard Application Programming Interfaces (APIs) that are maintained by the TSI and enables the use of or includes an industry-standard Enterprise Service Bus.
REQ-131	All TFH shall be internet browser-based.
REQ-132	The TFH shall support and define the toll rate schedule.
REQ-133	The TFH shall support user-configurable toll rate schedule(s) for transponder, registered license plate, and Pay By Mail.
REQ-134	The TFH shall provide a graphical user interface to support fixed rate fare assignment, including the ability to add, edit, and delete by user role.
REQ-135	The TFH shall only allow authorized users shall create, modify, or delete the toll rate schedules.
REQ-136	The TFH shall require an authorized user to review, accept, and transmit the toll rate schedule to the AET zone controller(s). However, this user shall not have the ability to create or modify any toll rate schedule.
REQ-137	The TFH shall enforce an effective begin and end date on each toll rate schedule.
REQ-138	The TFH shall enforce that only one toll rate schedule shall be in effect at any point in time.
REQ-139	A new toll rate schedule shall be in effect when its "begin date" is less than or equal to the "current date" and its "end date" is greater than the "current date."
REQ-140	The TFH shall include a web-based UI that will enable CTRMA and the TSI personnel to manage the operations of the ETCS.
REQ-141	The TFH administration system controls and configurations shall require a secure login and provide role-based access to different levels and features.
REQ-142	The TFH shall allow for a web-based UI that will enable CTRMA to manage an exempt vehicle list.
REQ-143	The TFH shall allow authorized users to add, edit, or remove vehicles individually from the exempt vehicle list or import multiple vehicles using a Comma Separated Values (CSV) file template.
REQ-144	The TFH shall allow authorized users to export a list of all exempt vehicles, including at a minimum, organization/customer name, active/inactive vehicles, effective dates, and license plate/transponder information.
REQ-145	The exempt vehicle list shall allow authorized users to group vehicles by organization /customer name.
REQ-146	The exempt vehicle list shall allow authorized users to create a group by customer/organization name.
REQ-147	The exempt vehicle list shall allow authorized users to remove an organization/customer and all associated vehicles at one time.
REQ-148	The TFH shall allow authorized users to assign license plate and/or transponder information to all vehicles.
REQ-149	The TFH shall allow authorized users to add, edit, or remove any combination of CTRMA's facilities and designated partner agency facilities (e.g., all, some, or none) to designate each facility a vehicle qualifies for an exemption.

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ID	RULE
REQ-150	The TFH shall allow authorized users to transfer exempt vehicles from one customer/organization to another.
REQ-151	The TFH shall allow authorized users to assign an exemption type for each customer/organization (e.g., disabled veterans, fire/police/emergency medical services, and maintenance vehicles).

2.6.1 Dynamic Pricing

The TSI shall be responsible for the delivery and implementation of a Dynamic Pricing System (DPS) to support the dynamic calculation and display of toll rates through VTMS.

The TSI-provided DPS is responsible for the calculation and accuracy of the dynamic toll rates at a user-configurable interval using speed, volume, and density of the traffic.

The TSI shall determine the business rules, workflow, and dynamic pricing algorithms to meet the DPS performance through VTMS availability SLAs provided in Appendix F, Service Level Agreement.

Table 2-23: Dynamic Pricing Technical Requirements

ID	RULE
REQ-152	The DPS shall support all applicable dynamic pricing business rules, as described in CTRMA, Lane System Business Rules, and performance requirements, as defined in Appendix F, Service Level Agreement.
REQ-153	The DPS shall periodically and dynamically calculate the toll rate based upon Express Lane and General Purpose (GP) Lane traffic speed, volume, density information, and Time of Day (TOD) considerations.
REQ-154	The DPS shall allow CTRMA to configure the timeframe for the toll rate calculation to execute (pricing interval). The DPS shall use a CTRMA configurable “target” LOS to drive the toll rate calculation.
REQ-155	The objective of the toll rate setting is to maintain a user-configurable minimum level of service (LOS) constraint for the Express Lane.
REQ-156	The DPS shall determine the LOS per the Highway Capacity Manual and AASHTO guidelines.
REQ-157	The DPS shall allow for the system to post variable, pre-determined rates based on time of day and day of the week.
REQ-158	The DPS shall optimize tolls for the upcoming tolling interval to maximize throughput while maintaining a level of service across the facility.
REQ-159	The DPS shall have the flexibility to consider congestion optimization.
REQ-160	The DPS shall be capable of accommodating different parameters for the determination of the toll rate based on anomalies, peak, off-peak, special events, holidays, and weekends.
REQ-161	The DPS shall allow for operators to manually override past, current, and future rates in bulk and have those override rates post to the VTMS. These override rate plans will go into effect at a user-selected timeframe (immediately, at the next pricing interval, and in the future).

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ID	RULE
REQ-162	The DPS shall be able to calculate different rates by entry/exit plaza.
REQ-163	The DPS shall be capable of setting a maximum and minimum price for segments of the facility through a user-configurable parameter.
REQ-164	The DPS shall have a user-configurable minimum and maximum amount that the toll rate can increase and decrease between calculation cycles (pricing interval).

2.6.2 Image Processing (ALPR and Manual and/or Automated Image Review) and VES Image Storage

The TSI shall be responsible for all VES image capture, all VES image review, and identification of license plate number, jurisdiction, and type for all transactions on all the CTRMA facilities. All images captured and stored by the TSI-provided ETCS shall be subject to CTRMA’s Data Retention Policy provided in Section 3. CTRMA requires a double-blind review of each image when images are manually reviewed and requires that one of these double-blind reviews is completed by human review or by an approved automated method

The TSI can propose an automated image review method that meets the Image Processing System (IPS) performance and accuracy SLAs provided in Appendix F. CTRMA will review and approve or reject the use of an automated method for image reviews. If after the approval for use of the automated image review method, and if at any time it is found to be not in compliance with SLA AC6, SLA AC5 and SLA SP 3 from Appendix F Service Level Agreement, CTRMA will suspend the use of the automated image review method at the same contracted price.

The TSI shall determine the business rules, workflows, and processes for the VES image review required to meet the Image Processing System (IPS) performance and accuracy SLAs provided in Appendix F. The TSI is responsible for determining the degree of automation and manual effort required to process the VES images to provide correct license plate data in the performance and accuracy SLAs provided in Appendix F. These business rules, workflows, and processes shall be included in the design documents submitted by the TSI.

The TSI shall record a code-off code when the automated or manual review fails to return a license plate result for all processed transaction images. The code-off codes shall be agreed upon with CTRMA to ensure consistency in monitoring and reporting. The method of assigning a code-off code, when multiple reasons for failure are present shall be agreed upon with CTRMA to ensure system-caused, and vehicle-caused errors are monitored and reported on consistently.

The output of the image review process shall contain the following data elements: license plate number, jurisdiction, plate type, ROI coordinates, ALPR confidence, code-off codes (if applicable), and the date and time. These data elements containing the final license plate result are then assigned to the transaction record.

CTRMA shall have the ability to see the review history of all images processed in the IPS.

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The TSI shall be responsible for capturing the image transactions through the VES and storage of images in separate digital files in an open-standard file architecture linked to the transaction record.

The TSI shall proactively manage and report to CTRMA any potential image processing backlogs. This reporting shall ensure CTRMA is aware of any possible delays in manual image review queues or systematic image processing that may impact revenue or downstream operational processes (e.g., delays in interoperability or Pay By Mail processing).

The IPS shall include image audit functionality for CTRMA to assess the accuracy and performance of the system. The IPS shall adhere to the following requirements:

Table 2-24: Image Processing System Technical Requirements

ID	RULE
REQ-165	The IPS shall support all applicable image processing business rules in CTRMA, Lane System Business Rules, and performance requirements, as defined in Appendix F, Service Level Agreement.
REQ-166	The IPS shall support audit functionality to measure the accuracy of license plate results and code-off accuracy at defined intervals or as desired by CTRMA and provide results via dashboards and reports.
REQ-167	The IPS shall have a GUI/screen to allow for the creation of audit sets and to view all the audit sets in a user's audit setlist.
REQ-168	This screen shall show the following fields for each of the audit sets: <ol style="list-style-type: none"> 1. Audit Set ID 2. Audit Set Name 3. Created Date 4. Last Audited Date 5. Completed Date 6. Status of the audit (e.g., in progress, completed, created) 7. Number of images audited 8. Number of images remaining to be audited
REQ-169	The screen shall allow an audit user to view the details of the underlying image transaction contained in the audit set.
REQ-170	The IPS shall allow an audit user or audit manager the ability to create an audit set with a configurable number of random images with the following criteria: <ol style="list-style-type: none"> 1. A selectable date range based on the transaction date 2. Facility 3. Direction 4. Plaza 5. Lane 6. Jurisdiction 7. Plate Type 8. Image Failure Code

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ID	RULE
REQ-171	<p>The IPS shall allow an audit manager to create an audit set with a configurable number of random images from completed image audits performed by an audit user. The audit set creation criteria shall be selected with the following criteria:</p> <ol style="list-style-type: none"> 1. A selectable date range based on the transaction date 2. A selectable date range based on the audited date 3. Facility 4. Direction 5. Plaza 6. Lane 7. Jurisdiction 8. Plate Type 9. Image Failure Code 10. Audit Set ID 11. Auditor
REQ-172	<p>For all audit sets sent to audit users and audit managers, the IPS shall store all the audit set creation information as a unique record for retrieval. This information shall be available in the reporting system.</p>
REQ-173	<p>The IPS shall allow IPS audit users to modify, delete, and archive audit sets in their audit setlist. The following conditions apply to audit sets:</p> <ol style="list-style-type: none"> 1. A modification shall only be available if the audit set has not yet been started 2. The image processing system shall denote audit sets that have been deleted by the audit users 3. Completed audit sets shall not be deleted 4. Archived audit sets shall be hidden from view in the audit set GUI but shall be reported on in the reporting system. Only completed audit sets shall be achievable
REQ-174	<p>The IPS shall allow audit users to audit any audit set, in their audit set list, in any order.</p>
REQ-175	<p>The IPS shall allow audit users to review an audit set.</p>
REQ-176	<p>The IPS shall allow audit users to partially review an audit set. Partially reviewed audit sets are not considered complete, but in-progress.</p>
REQ-177	<p>The IPS shall allow audit managers to assign audit sets to audit users.</p>

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ID	RULE
<p>REQ-178</p>	<p>The IPS shall provide an IPS audit set schedule screen to allow users to schedule the creation of audit sets.</p> <ol style="list-style-type: none"> 1. Audit scheduling shall allow audit users to schedule audit set creation based on relative dates from the transaction date, including the following: <ol style="list-style-type: none"> a. Last day b. Last week c. Last month d. A configurable number of days/weeks/months before the current date 2. Audit scheduling shall allow audit users to schedule the creation of audit sets at different frequencies, including the following: <ol style="list-style-type: none"> a. Daily, by the time of day b. Weekly, by the day of the week c. Monthly, by the date of the month 3. Audit scheduling shall allow users to configure start and end dates for the audit schedule <ol style="list-style-type: none"> a. If an end date is not specified, the schedule shall run indefinitely until an audit user manually ends the schedule 4. If an audit user modifies a schedule, changes to the schedule shall be in effect upon the completion of the modification to the schedule 5. Audit set schedule screen shall allow users to see schedules they created, including the following: <ol style="list-style-type: none"> a. Created date b. Modified date c. Schedule end date d. Schedule details 6. The IPS shall alert the user that created the schedule when the following occurs: <ol style="list-style-type: none"> a. The IPS successfully created an audit set b. The IPS failed to create an audit set

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ID	RULE
REQ-179	<p>The review audit set screen shall have the following functionality:</p> <ol style="list-style-type: none"> 1. The color image associated with the highest system accuracy score is to be presented as the initial image for the IPS audit users. If an image set has no score result, the brightest color image is to be presented as the initial image for the IPS audit users. 2. The Region of Interest (ROI) of the vehicle must be from the best and most likely image displayed and must be displayed in a large view, with other possible images associated with the transactions displayed on the same screen in smaller views. 3. Mouse button use is strictly limited to tasks such as choosing the image and ROI, if necessary. Most operator functions shall be done through a single or limited keystroke(s) and will not require a mouse (e.g., use of “hot” keys). 4. Display the transaction information related to the image set, including the following: <ol style="list-style-type: none"> a. Date b. Time c. Location (e.g., Facility, Plaza, Lane Number, Camera ID) d. Transponder ID and agency if available e. Transaction ID 5. The final license plate result or code-off code is to be displayed with the associated image set. 6. The IPS audit users shall be able to pass, fail, or skip transactions. <ol style="list-style-type: none"> a. Pass is when an IPS audit user agrees with the presented license plate result or image failure code b. Fail is when an IPS audit user disagrees with the presented license plate result or image failure code c. Skip is when an IPS audit user can neither agree nor disagree with the presented license plate result or image failure code 7. In the event where the IPS audit user fails the transaction, the user must submit a failure reason code for failing the transaction. 8. Failure reason code shall be configurable by CTRMA. 9. An auditor shall have the ability to go back and edit at least the last ten transactions processed by the audit user. 10. The system shall auto-save review results after a minute of inactivity. 11. The system shall provide on-screen tools to allow user adjustment of color, contrast, and brightness.
REQ-180	The IPS shall have search tools to locate images and data in the database.
REQ-181	Search results shall allow for the display of images (as in a gallery), data, or both.
REQ-182	Search results shall have the capability to be exported in HTML, PDF, CSV, and excel formats to the user’s desktop or other location.
REQ-183	The search results shall be capable of being selected individually or as a subset of the data set for export.

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ID	RULE
REQ-184	Search criteria shall include but will not be limited to date/time/range, locations (facility, plaza), lane(s), transponder ID, license plate, jurisdiction, camera ID, transaction ID, ALPR/VSR performance value ranges, transaction status and other criteria developed during the design phase.
REQ-185	The IPS shall record an image failure code to denote the reason for a vehicle’s license plate not being captured or an illegible image for all image-based transactions which are not processed. The codes for unprocessed images shall be agreed upon by CTRMA to ensure consistency in monitoring and reporting.
REQ-186	The IPS shall monitor and report on the quality of images received from the toll lanes in a manner that allows for the quick escalation of in-lane camera issues, ALPR issues, or vehicle framing issues.
REQ-187	The IPS shall store images in their native format (as received) as well as any ALPR information and transaction data provided by the Zone Controller.
REQ-188	The IPS shall process transactions/images in a First-In-First-Out (FIFO) manner.
REQ-189	The IPS shall provide for human/manual review of images with license plate numbers (LPN) and jurisdiction (state) input.
REQ-190	The IPS shall provide the capability to audit reviewers and track reviewer performance. If an optional automated method for image review is approved, the IPS shall provide the capability to audit the automated reviews and track the automated review performance
REQ-191	The IPS shall assign a confidence level or threshold to identify images that require manual review.

2.6.3 Trip Building

The TFH shall include a trip building system to logically group transaction records received from the roadside system(s) into trips. The TSI shall record all the Toll Point events and assemble them into complete Toll Point transactions from the roadside. The TSI shall then transmit all individual Toll Point transaction data to the TFH. The TFH receives individual Toll Point transaction data and then assembles this data into the logical trip and determines the appropriate toll rate. Refer to CTRMA’s trip building business rules in CTRMA for additional information.

Table 2-25: Trip Building Technical Requirements

ID	RULE
REQ-192	The trip building system shall support all applicable trip building business rules, as described in CTRMA, Lane System Business Rules, and performance requirements, as defined in Appendix F, Service Level Agreement.
REQ-193	The trip building system shall create trips consisting of one or many individual transactions based on facility, the matching images, transponder, and other available transaction information for each vehicle passing through the facility.
REQ-194	The trip building system shall assign a unique trip ID to each trip.

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ID	RULE
REQ-195	Trips will be built based on a CTRMA user-configurable entry/exit plaza where a vehicle was detected (either AVI or LPN) in the Express Lane.
REQ-196	Trips may be based on AVI reads, LPN matches, or a combination of the two.
REQ-197	All trips created by the TSI-provided trip building process will be sent to CTRMA’s Data Platform Host for final disposition, posting, and processing per the TFH to Data Platform Host transaction interface to be developed and approved by CTRMA during the design phase of this project.
REQ-198	The trip building system shall provide the capability to review, audit, and correct formed trips based on user-configurable conditions and selection criteria.
REQ-199	The trip building process shall include a user-configurable dwell or hold time wherein trips are not sent to CTRMA’s Data Platform Host until this dwell or hold time has been met, allowing CTRMA to adjust, re-rate, and otherwise disposition trips.
REQ-200	The trip building process shall include a user-configurable processing time, is automatically adjusted based on current system conditions (e.g., failures), and is added to the dwell time.
REQ-201	The trip building process shall include a user-configurable lapse time to define the maximum travel time allowed for a trip.
REQ-202	The trip building system shall allow CTRMA to override toll rates on batches of trips based on facility, period, segments, and entry/exit combination.
REQ-203	Trip building is limited to a single facility and direction. Trips will not cross facilities.
REQ-204	The trip building system shall include a transponder-to-license plate correlation filter to improve trip building accuracy. Whenever this filter determines that the transponder and license plate contained in any transaction do not align with the transponder and license plate information in the most recent TVL, one of the transactions becomes an exception. The specific function and implementation of this filter will be finalized during the design phase.

2.6.3.1 Transaction Aggregation

Note: CTRMA will determine if Transaction Aggregation functionality shall be implemented.

Table 2-26: Transaction Aggregation Technical Requirements

ID	RULE
REQ-205	Provide a CTRMA configurable “switch” that allows existing facilities that are not trip-based to become trip based.
REQ-206	This switch will be at the facility level, where CTRMA can select the facility.
REQ-207	If this switch is turned “on”, then the selected facility will bundle/aggregate transactions from that facility into a trip.
REQ-208	The trip will be made up of all the transactions from the plazas on that facility where a vehicle was detected.
REQ-209	This trip will be formed after image review of the separate transactions so that LPN is known.

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ID	RULE
REQ-210	If LPNs, or transponder numbers do not match in the transactions, they will not be bundled/aggregated into a trip.
REQ-211	The toll rate will be the summation of the toll rates applied to the transactions that are bundled/aggregated into the trip.
REQ-212	There will be a CTRMA configurable time limit around the transactions that are to be bundled/aggregated (i.e., only bundle/aggregate transactions that are within X number of minutes from beginning to end). These bundled/aggregated transactions are only one-directional.
REQ-213	The bundled/aggregated transaction will be sent to the Data Host Platform as a single trip, with the summed-up toll rate.

2.6.3.2 Trip Review GUI

Table 2-27: Trip Review GUI Technical Requirements

ID	RULE
REQ-214	The trip building system shall include trip search criteria that include the following: <ol style="list-style-type: none"> 1. Date/Time 2. Facility 3. Direction 4. Lane ID 5. Plaza 6. Origin-Destination Pair 7. Transponder Number 8. License Plate Number 9. Trip ID 10. Transaction Number 11. Trip Type 12. Trip Status 13. Toll Rate 14. Vehicle Class
REQ-215	The trip building GUI shall include search results that shall be sortable and filterable by column headings on the search results screen.
REQ-216	The trip building GUI shall include a count of the total number of records returned that match the entered search criteria.
REQ-217	The trip building GUI shall provide for a trip detail drill down that contains the additional transaction information, at a minimum: <ol style="list-style-type: none"> 1. Transaction date/time 2. Transaction location (Facility, Plaza) 3. License plate/transponders read in each transaction 4. Link to image sets

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ID	RULE
REQ-218	Authorized CTRMA users shall be able to select a single trip or a batch of trips from the search results and perform the following actions: <ol style="list-style-type: none"> 1. Re-rate trips 2. Adjust trips (change license plate, vehicle class, etc.) 3. Split trips 4. Merge trips 5. Write off trips
REQ-219	Authorized CTRMA users shall be to view the max rate (or highest rate), including travel times savings for a given time.

2.6.3.3 Toll Rate Assignment

Table 2-28: Toll Rate Assignment Technical Requirements

ID	RULE
REQ-220	The trip building system shall support applicable toll rate assignment business rules as described by CTRMA, Lane System Business Rules, and performance requirements, as defined in Appendix F, Service Level Agreement.
REQ-221	Toll rates shall be assigned to trips based on the price displayed on the VTMS before the entry to the facilities.
REQ-222	The trip building process shall determine the toll rate for each Express Lane trip based on the segment(s) traversed by the vehicle.
REQ-223	The assigned toll rate shall reflect the transaction type (e.g., valid AVI or Pay By Mail).
REQ-224	The toll rate assigned to a trip shall be the rate in effect per the DPS and displayed on the VTMS at the time the vehicle enters any Express Lanes facility or any segment thereof.
REQ-225	The TFH shall record and retain all toll rates and other messages exchanged with the VTMS for a minimum of three (3) months.
REQ-226	The TFH shall maintain a backup toll rate schedule based on the previous three (3) months of historical data, and it shall be applied as the default toll rate schedule in the event communication is lost between the TFH and DPS.
REQ-227	The TFH shall support preapproved manual override functionality for non-express lanes.

2.6.4 Reports

The TSI shall develop and deliver a reporting system to support roadside, the TFH, maintenance subsystems, and overall systems availability and performance reporting.

The TSI shall collaborate with CTRMA’s internal stakeholders and other third parties as directed by CTRMA for purposes of designing, developing, and testing transaction reconciliation reporting, which may include the comparison of reports from multiple vendors. For example, the TSI may be required to coordinate with CTRMA’s traffic and revenue consultant on which reports (and data elements) should be developed and used in support of contracted services provided to CTRMA. The SLAs shall govern report generation execution times and data output limits defined in Appendix F, Service Level Agreement.

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In addition to the TSI’s standard suite of reports, as defined in Section 2.6.4.1, Categories of Reports, and custom reports developed as part of Section 2.7.4, Report Development Workshops, the TSI shall deliver reports representative of items described in Appendix 14, Key Reports.

The TSI may utilize existing reports to satisfy the requirements of Appendix 14, Key Reports, if acceptable to CTRMA. The TSI will coordinate with CTRMA during the Reports Development Workshop to determine which reports may be satisfied by utilizing reports in the TSI’s current reporting suite, and any modification or new development required. The TSI shall provide a Reports Detailed Design Document to document the design as a result of the workshop.

The TSI shall provide a reporting system with the functionality of the reports scheduler to schedule automated reports delivered to a configured location.

Table 2-29: Report Technical Requirements

ID	RULE
REQ-228	The reporting system shall support all applicable reporting business rules in CTRMA, Lane System Business Rules, and performance requirements, as defined in Appendix F, Service Level Agreement.
REQ-229	Transaction and trip, reconciliation, maintenance, performance (e.g., SLAs), configuration management, asset management, operational (IPS) audit, and security reports shall all be available to CTRMA on a daily, weekly, and monthly basis. Report formats shall be developed and approved during the design phase of the project and shall include standard, (within limits) ad-hoc report generation capability, and dashboard reports.
REQ-230	The user interface shall provide the capability to select and review videos based on the timeframe, location (facility/plaza/lane), tag number, vehicle class, transaction number. The user interface shall allow the selected video to be replayed in real-time, in slow motion, frame by frame. The user interface will allow the user to “scroll” through the selected video with a pointing device (i.e., mouse).
REQ-231	The reporting system shall support full transaction-level reconciliation and audibility from the TSI-provided roadside, the TFH systems, and ETCS subsystems to externally connected external systems.
REQ-232	The reporting system shall provide the capability to schedule and deliver scheduled reports to the configured destination or be run on-demand.
REQ-233	The reporting system shall provide the capability for the user to specify the format of the report, for example, PDF, Excel, and CSV.
REQ-234	The reporting system shall perform the daily system checks to ensure system reports and automatically generated reports are complete and not missing any data.
REQ-235	The reporting system shall generate an alert when data is missing, or a report summarization has failed.
REQ-236	The reporting system shall allow for efficient export/extraction of large raw data sets for use by CTRMA’s engineering, finance, traffic, and revenue consultants, and other third parties as required by CTRMA for data analysis. Specific requirements for the method and format of these data extracts will be defined during the design phase of the project.

2.6.4.1 Categories of Reports

Detailed report requirements shall be defined during the requirements and design phases of the project. Report categories shall include, but are not limited to, the following:

2.6.4.1.1 Audit and Reconciliation Reports

Table 2-30: Audit and Reconciliation Reports Technical Requirements

ID	RULE
REQ-237	The required audit and reconciliation reports include the following, at a minimum: <ol style="list-style-type: none"> 1. Exception Reports 2. Interface and File Transmission Reconciliation Reports 3. Revenue Audit and Reconciliation 4. Transaction Audit and Reconciliation 5. User Access, Activity, and Data Modification Reports 6. Reconciliation Summary Report

2.6.4.1.2 Maintenance Reports

Table 2-31: Maintenance Reports Technical Requirements

ID	RULE
REQ-238	The required maintenance reports include the following, at a minimum: <ol style="list-style-type: none"> 1. Asset Value and Depreciation 2. Availability and Performance Statistical Reports 3. Emergency Maintenance 4. Equipment Health 5. Equipment Inventory and Tracking 6. Equipment Use, Failure, Warranty, and Repair History 7. Incidents Log 8. Scheduled Preventive Maintenance Tasks 9. Preventive Maintenance Activity 10. Response and Repair Times 11. Alarms History 12. Trend Analysis 13. Comparative Analysis 14. SLA Metrics 15. Equipment, Interface, Subsystem, and Total System Availability 16. Work Order Status and Tracking

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2.6.4.1.3 Network Monitoring Reports

Table 2-32: Network Monitoring Reports Technical Requirements

ID	RULE
REQ-239	<p>The required network monitoring reports include the following, at a minimum:</p> <ol style="list-style-type: none"> 1. Uptime Chart 2. Activity Report 3. Managed Device Inventory 4. All Alerts 5. All Down Alerts 6. Network Health 7. Server Health 8. Server Performance 9. WAN Activity 10. Backup Monitoring 11. Preventative Maintenance

2.6.4.1.4 IPS Reports

Table 2-33: IPS Reports Technical Requirements

ID	RULE
REQ-240	<p>The required IPS reports include the following, at a minimum:</p> <ol style="list-style-type: none"> 1. Image Disposition Summary and Detail 2. Image Status Summary and Detail 3. Operational by Queue (including the current state of all transactions) 4. QA Reports 5. End-to-End Historical Reports (for total transactions processed) 6. Filter Reports 7. Image Review Performance-Detail Report 8. Image Code-off Summary Report 9. Image Rejections by User 10. User Statistics Detail and Summary Report 11. Rejected Images by Reviewer Report

2.6.4.1.5 Transaction and Trip Reports

Table 2-34: Transaction and Trip Reports Technical Requirements

ID	RULE
REQ-241	<p>The required transaction and trip reports include the following, at a minimum:</p> <ol style="list-style-type: none"> 1. Detailed Transactions and Trip reports that shall consist of all transactions received by the toll facility. These reports shall report daily, weekly, monthly, and yearly transactions and revenue by the facility. 2. Detailed transaction and trip report(s) shall be by facility/direction/lane and include the following fields, at a minimum: <ol style="list-style-type: none"> a. Transaction ID b. Transponder number(s) c. Transponder status d. Transponder agency e. Plate number, state, and type (as applicable) f. Image URLs g. Vehicle classification h. Toll rate i. Date/time j. Location (e.g., entry and exit plazas) k. Processing (workflow) status l. Transaction and Trip Processing Reports, which includes the processing status (workflow) m. Summary and detail of transactions/trips posted to the BOS accounts. Summaries are provided in daily, weekly, monthly, and yearly increments. n. Transaction and Trip Adjustment Report, which includes before and after transaction details, modified by User ID and reason for the adjustment. o. Transaction and trip type summary p. Travel time report based on transponder reads/timestamps. q. Reporting capability to quantify vehicles traveling in a contiguous trip across facilities for a given time r. Reporting capability to quantify vehicles by the origin and destination in a contiguous trip across facilities, for a given time 3. Administrative reports <ol style="list-style-type: none"> a. Report scheduler b. Exempt vehicles c. Special programs

2.6.4.2 Automated and Ad-Hoc Data Extracts

In support of CTRMA’s consultants and auditors, the TSI shall provide a method for efficient and automated data extraction for data analysis and monitoring the performance of CTRMA’s express lanes and non-express lane facilities, and for future traffic and revenue studies. Data shall be made available to CTRMA’s consultants via an interface where possible, as described in Section 2.6.6, Interfaces. The format of the data required is described in the following Sections 2.6.4.2.1 through 2.6.4.2.4.

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2.6.4.2.1 Transponder Data

- **Frequency:** Monthly (estimated)
- **Detail:** Individual Electronic Toll Collection (ETC) transactions recorded at plaza level
- **Method:** Direct access/interface to the ETCS for automated data extracts as needed

GANTRY LOCATION	PLAZAID	LANENUM	TRANSTMST	PLAZATRXID	AXLES	EXPECTEDAMOUNT	AGENCY	TAGID
Enfield NB	80	1	10/28/2018 00:00:14.395026000	5321XXXX	2	0.40	TxDOT	TEX.XXXY01
Enfield NB	80	1	10/28/2018 00:00:28.097047000	5321XXXX	2	0.40	TxDOT	TEX.XXXY02
Enfield NB	80	1	10/28/2018 00:01:05.507653000	5321XXXX	2	0.40	TxDOT	TEX.XXXY03
Enfield NB	80	1	10/28/2018 00:02:14.115648000	5321XXXX	2	0.40	TxDOT	TEX.XXXY04
Enfield NB	80	1	10/28/2018 00:03:33.087806000	5321XXXX	2	0.40	TxDOT	TEX.XXXY05
Enfield NB	80	1	10/28/2018 00:04:20.856466000	5321XXXX	2	0.40	TxDOT	TEX.XXXY06
Enfield NB	80	1	10/28/2018 00:04:45.703069000	5321XXXX	2	0.40	TxDOT	TEX.XXXY07
Enfield NB	80	1	10/28/2018 00:05:04.172022000	5321XXXX	2	0.40	TxDOT	TEX.XXXY08
Enfield NB	80	1	10/28/2018 00:05:23.862593000	5321XXXX	2	0.40	TxDOT	TEX.XXXY09
Enfield NB	80	1	10/28/2018 00:05:43.814022000	5321XXXX	2	0.40	TxDOT	TEX.XXXY10
Enfield NB	80	1	10/28/2018 00:06:26.834841000	5321XXXX	2	0.40	NTTA	TEX.XXXY11
Enfield NB	80	1	10/28/2018 00:06:58.071675000	5321XXXX	2	0.40	TxDOT	TEX.XXXY12
Enfield NB	80	1	10/28/2018 00:07:10.331035000	5321XXXX	2	0.40	TxDOT	TEX.XXXY13
Enfield NB	80	1	10/28/2018 00:07:41.599659000	5321XXXX	2	0.40	TxDOT	TEX.XXXY14
Enfield NB	80	1	10/28/2018 00:07:42.421811000	5321XXXX	2	0.40	TxDOT	TEX.XXXY15
Enfield NB	80	1	10/28/2018 00:07:43.176027000	5321XXXX	2	0.40	TxDOT	TEX.XXXY16
Enfield NB	80	1	10/28/2018 00:08:06.479063000	5321XXXX	2	0.40	TxDOT	TEX.XXXY17
Enfield NB	80	1	10/28/2018 00:08:25.128981000	5321XXXX	2	0.40	TxDOT	TEX.XXXY18
Enfield NB	80	1	10/28/2018 00:08:48.905841000	5321XXXX	2	0.40	TxDOT	TEX.XXXY19

Figure 2-16: Transaction Data

2.6.4.2.2 License Plate Data

- **Frequency:** Monthly (estimated)
- **Detail:** Individual Pay By Mail transactions recorded at plaza level
- **Method:** Direct access/interface to the ETCS for automated data extracts as needed

GANTRY LOCATION	PLAZAID	LANENUM	TRANSTMST	PLAZATRXID	AXLES	TOLLAMOUNT	PLATESTATE	PLATENUM	TAGAGENCYID	TAGID	AMOUNTDUE
Enfield NB	80	1	10/28/2018 00:01:12.967566000	5321XXXX	2	0.33	TX	XXXXXXXX01			
Enfield NB	80	1	10/28/2018 00:04:50.482555000	5321XXXX	2	0.33	TX	XXXXXXXX02			
Enfield NB	80	1	10/28/2018 00:06:52.715719000	5321XXXX	2	0.33	TX	XXXXXXXX03			
Enfield NB	80	1	10/28/2018 00:07:56.663478000	5321XXXX	2	0.33	TX	XXXXXXXX04			
Enfield NB	80	1	10/28/2018 00:08:00.623151000	5321XXXX	2	0.33	TX	XXXXXXXX05			
Enfield NB	80	1	10/28/2018 00:09:35.800410000	5321XXXX	2	0.33	TX	XXXXXXXX06			
Enfield NB	80	1	10/28/2018 00:10:06.027322000	5321XXXX	2	0.33	TX	XXXXXXXX07			
Enfield NB	80	1	10/28/2018 00:10:12.838303000	5321XXXX	2	0.33	TX	XXXXXXXX08			
Enfield NB	80	1	10/28/2018 00:14:19.386830000	5321XXXX	2	0.33	TX	XXXXXXXX09	102	TEX.XXX01	0.25
Enfield NB	80	1	10/28/2018 00:15:15.635741000	5321XXXX	2	0.33	TX	XXXXXXXX10			
Enfield NB	80	1	10/28/2018 00:18:03.455570000	5321XXXX	2	0.33	OK	XXXXXXXX11	103	TEX.XXX02	0.25
Enfield NB	80	1	10/28/2018 00:21:48.676126000	5321XXXX	2	0.33	TX	XXXXXXXX12			
Enfield NB	80	1	10/28/2018 00:21:50.919753000	5321XXXX	2	0.33	TX	XXXXXXXX13			
Enfield NB	80	1	10/28/2018 00:22:30.301762000	5321XXXX	2	0.33	TX	XXXXXXXX14			
Enfield NB	80	1	10/28/2018 00:23:37.247370000	5321XXXX	2	0.33	TX	XXXXXXXX15	103	TEX.XXX03	0.25
Enfield NB	80	1	10/28/2018 00:24:58.335001000	5321XXXX	2	0.33	TX	XXXXXXXX16			
Enfield NB	80	1	10/28/2018 00:25:09.171669000	5321XXXX	2	0.33	TX	XXXXXXXX17	101	TEX.XXX06	0.25
Enfield NB	80	1	10/28/2018 00:28:22.136695000	5321XXXX	2	0.33	TX	XXXXXXXX18			
Enfield NB	80	1	10/28/2018 00:30:39.512951000	5321XXXX	2	0.33	TX	XXXXXXXX19			

Figure 2-17: License Plate Data

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2.6.4.2.3 Transactions and Revenue Data

- **Detail:** Daily transactions and estimated revenue by AVI and video by the plaza
- **Method:** Daily reports (emailed)
- Current transaction and revenue data format

Plaza ID	Plaza Name	AVI Count	AVI Estimated Revenue	PBM Count	PBM Estimated Revenue
80	Enfield NB	1387	485.45	1015	537.95
81	Far West NB	778	272.3	699	370.47
82	Parmer SB	500	175	409	216.77
83	RM2222 SB	1307	457.45	1045	553.85
	Total	3972	1390.2	3168	1679.04

Figure 2-18: Transactions and Revenue Data

2.6.4.2.4 Revenue Recovery Statistics

- **Detail:** Daily revenue data for transponder, I-Toll, and video transactions
- **Method:** Daily reports (emailed)
- Current revenue recovery data format

DAY_MONTH	Day	Is_WeekDay	HR24	MINUTES	ID	TOT_TRANS	TAG_TRANS	PENETRATION_%
01-FEB-2019	5	1	0	0	01-FEB-2019_0_0	38.00	11.00	29.00
01-FEB-2019	5	1	0	15	01-FEB-2019_0_15	24.00	6.00	25.00
01-FEB-2019	5	1	0	30	01-FEB-2019_0_30	27.00	3.00	11.00
01-FEB-2019	5	1	0	45	01-FEB-2019_0_45	17.00	4.00	24.00
01-FEB-2019	5	1	1	0	01-FEB-2019_1_0	14.00	3.00	21.00
01-FEB-2019	5	1	1	15	01-FEB-2019_1_15	7.00	2.00	29.00
01-FEB-2019	5	1	1	30	01-FEB-2019_1_30	8.00	3.00	38.00
01-FEB-2019	5	1	1	45	01-FEB-2019_1_45	8.00	2.00	25.00
01-FEB-2019	5	1	2	0	01-FEB-2019_2_0	11.00	2.00	18.00
01-FEB-2019	5	1	2	15	01-FEB-2019_2_15	11.00	3.00	27.00
01-FEB-2019	5	1	2	30	01-FEB-2019_2_30	12.00	5.00	42.00
01-FEB-2019	5	1	2	45	01-FEB-2019_2_45	3.00	1.00	33.00
01-FEB-2019	5	1	3	0	01-FEB-2019_3_0	9.00	4.00	44.00
01-FEB-2019	5	1	3	15	01-FEB-2019_3_15	7.00	2.00	29.00
01-FEB-2019	5	1	3	30	01-FEB-2019_3_30	9.00	1.00	11.00
01-FEB-2019	5	1	3	45	01-FEB-2019_3_45	7.00	2.00	29.00
01-FEB-2019	5	1	4	0	01-FEB-2019_4_0	9.00	2.00	22.00
01-FEB-2019	5	1	4	15	01-FEB-2019_4_15	7.00	1.00	14.00
01-FEB-2019	5	1	4	30	01-FEB-2019_4_30	21.00	0.00	0.00

Figure 2-19: Revenue Recovery Statistics

2.6.5 System Security and Transaction Audit

The TFH shall provide audit trails and audit functionality for all transaction/trip processing activity that is performed by the system either automatically or by users. A screen/report shall be provided that allows authorized users to understand all changes made to a transaction/trip and the User ID associated with these changes. System changes shall be included with an appropriate User ID. This screen/report will include selection criteria such as period, location (facility, plaza), and other criteria such that specific system audits can be performed.

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The TSI shall provide technical resources, ad-hoc reporting support, and TSI facilitated meetings to explain system functionality to CTRMA’s designated auditors. This support shall be addressed with the highest priority and may include working with third parties.

Table 2-35: System Security Technical Requirements

ID	RULE
REQ-242	Only authorized personnel with assigned User IDs and passwords shall have access to computers, applications, and system information on the ETCS computers and network.
REQ-243	The system shall provide controlled user access that includes sign-on facilities, permission control, and various levels or roles for access to system control, files, directories, and application software, including logs of user account modification (e.g., add, delete, changes) made available for review and audit.
REQ-244	The system shall support changes by CTRMA to the access levels and personnel designated to those roles.
REQ-245	The system shall include features to assure the security and integrity of all data collected and processed by the system.
REQ-246	The system shall employ redundancy as needed to meet the required availability and functionality requirements and to protect against data loss and data corruption. Communication transmissions to and from the system shall employ a reliable means of confirming that data is accurately sent and received.
REQ-247	The system shall protect against data loss caused by equipment malfunction and failure, inadequate data storage capacity, communication loss, power outage, voltage drop or surges, extreme temperatures, deletion by users or other forms of human error, and cyber-attacks (i.e., rogue users/hackers, virus attacks).
REQ-248	Throughout all levels of the system, the TSI shall employ an integrated and comprehensive anti-spam and anti-virus protection system.
REQ-249	The TSI shall provide a secure firewall that protects all aspects of the system.
REQ-250	Any modifications to data (records) and all databases shall be recorded to a retrievable chronological log that includes notations to support system audits.
REQ-251	The TSI shall not disclose, distribute or make available to any third party the names, addresses, or any other personal identification information of customers without their express consent except as required to comply with laws or legal processes served for CTRMA.
REQ-252	Any vulnerabilities shall be immediately reported to CTRMA along with any recommended patches, upgrades, and enhancements to the system.
REQ-253	The TSI shall perform periodic cybersecurity testing and vulnerability assessments to be planned and coordinated with CTRMA. Vulnerability testing shall be performed monthly, as well as with every new software release or addition of new network equipment.
REQ-254	The TFH shall provide audit trails and audit functionality for all transaction processing activity that is performed by the system either automatically or by users.
REQ-255	A screen/report shall be provided that allows authorized users to understand all changes made to a transaction and the User ID associated with these changes.
REQ-256	System changes shall be included with an appropriate User ID.

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ID	RULE
REQ-257	This screen/report shall include selection criteria such as time, location (facility, plaza), and other criteria such that specific system audits can be performed.
REQ-258	The TFH shall include functionality to audit all roadside transactions.
REQ-259	A GUI shall be provided that allows authorized users to select a date, time, location (facility, plaza), and other criteria to audit transactions from the roadside and received by the TFH.
REQ-260	The results of all roadside transaction audits shall be included in reports that contain relevant roadside information and relevant TFH information available in Excel or CSV formats.
REQ-261	<p>The specific data elements that will be contained in these audit reports shall be agreed to during the design phase but shall include the following, at a minimum:</p> <ol style="list-style-type: none"> 1. Roadside Transaction (sent) <ol style="list-style-type: none"> a. Date and time b. Location (facility, plaza) c. Transaction ID d. Transponder numbers e. LPN 2. TFH (received) <ol style="list-style-type: none"> a. Date and time b. Location (facility, plaza) c. Transaction ID d. Transponder numbers e. LPN
REQ-262	These audit reports shall include summary numbers as well that indicate the numbers of transactions sent for the selection criteria and the number of transactions received for the selection criteria.
REQ-263	The TSI shall provide support for audits requested by CTRMA.
REQ-264	The TSI shall arrange and perform an annual SSAE 16 (SOC 1) Type II audit for submittal to CTRMA, which shall be considered part of the work involving no additional cost. The audit shall focus on security (including delineation of responsibility), availability, processing integrity, confidentiality, and privacy. The TSI shall address and correct any deficiencies discovered during the audit.
REQ-265	All system administrators shall have two separate user accounts. One will be a standard user-level account to be used for regular activities that do not require root or administrator-level permissions. The other account shall be a root or administrator-level account, which shall only be used for activities that require root or administrator-level permissions.
REQ-266	The TSI shall provide, at their cost, an annual information security risk assessment to be performed by a third party approved by CTRMA. The TSI shall provide the assessment results to CTRMA. The first risk assessment shall be completed prior to system integration testing.
REQ-267	The TSI is responsible for correcting all toll system security deficiencies at the TSI's cost and ensuring that all security risks are mitigated to a level that is acceptable to CTRMA.

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ID	RULE
REQ-268	The TSI shall maintain a development and test environment, separate from the production system, for any systems development and testing needs (i.e., there shall always be a separation of production and development environments).
REQ-269	The TSI shall implement encryption of all data at rest and in transit, exclusive of RFID communications. This encryption shall meet the most recent National Institute of Standards and Technology (NIST) standards, the most current being detailed in NIST Special Publication 800-175B Revision 1.

2.6.6 Interfaces

The TSI shall provide interfaces designed to exchange data between the TFH and CTRMA’s DPH and third-party service providers. As part of the requirements phase for the project, the TSI shall define a list of interfaces and related requirements for the project. During the design phase, the TSI shall develop appropriate ICD’s for the review, comment, and approval by CTRMA.

These ICDs shall fully describe the interfaces (or APIs if appropriate), including file formats, message delivery guarantee structure and receipt acknowledgment, error checking and handling, retransmission procedures, archiving, and other related specifications.

These ICDs shall address the physical, functional, and performance aspects of all interfaces. Data flow diagrams shall be used to illustrate the objectives of the interface, and any proposed security protection consistent with the public exposure of the interface data shall be described.

The TSI shall prepare and maintain for the duration of the contract an interface specification catalog. This catalog will include, at a minimum, every interface name, its purpose, who builds/built it, who maintains it, latest ICD, or Web Services Description Language (WSDL) name/version and system location, and primary contacts. Additionally, the TSI shall provide the methodology for keeping the catalog and ICD/WSDL versions current.

The TFH shall be required to interface with the following external (non-TSI) systems:

1. **The CTRMA DPH:** The TSI shall develop an Application Programming Interface (API) that will allow CTRMA’s DPH system (and perhaps other systems) to interface with the TFH. This API shall be fully documented in an ICD, and CTRMA will review and approve the ICD, and therefore the functionality of the API.
2. **Advanced Traffic Management System (ATMS) Software Interface:** The ETCS/TFH shall interface with CTRMA’s Automated Traffic Center software (Lonestar) based on the Center-to-Center (C2C) ICD, and C2C Toolkit found at the following:
<https://www.txdot.gov/business/resources/engineering-software.html>

The interface will be modified to include the exchange of toll pricing information and other changes as defined during the design phase of the ETCS and agreed to by the TSI and CTRMA. The C2C ICD allows for the sharing of data between the ETCS and ATMS systems, including pricing information from the ETCS to the ATMS.

3. **Data Extract Interface for CTRMA’s Consultants and Auditors:** The TSI shall provide a method (e.g., API or similar) for CTRMA and their consultants to connect to the ETCS and/or TFH data sources for efficient and automated data extracts. The TSI shall coordinate with CTRMA and consultants to determine an acceptable method during the design phase of the ETCS. Currently, this data is downloaded from the SOAP (CTRMA’s FTP Server) Interface using an R-Script. Presently the process involves downloading the data in XML format and converting it into CSV format.

2.6.7 Express Lanes User Interface (ELUI)

The TSI shall provide an application (preferably web-based) to be operated by CTRMA’s Traffic and Incident management staff as well as TSI support staff to monitor and manage all aspects of CTRMA’s express lanes. The ELUI provides a user interface to the DPS.

Table 2-36: ELUI Technical Requirements

ID	RULE
REQ-270	The Express Lanes User Interface (ELUI) shall support applicable business rules in CTRMA, Lane System Business Rules, and performance requirements, as defined in Appendix F, Service Level Agreement.
REQ-271	The ELUI shall allow users to review and edit configurations wherever possible for all Express Lane inputs and calculations required for dynamic pricing, rate management, trip building, and all other Express Lane related processes.
REQ-272	The ELUI shall provide a series of interactive dashboards providing information on key express lane operation functions, including an interactive map providing clickable icons of all Express Lane equipment, and dashboards for rate management, historical usage, pricing, and trip building.
REQ-273	All ELUI dashboards, maps, charts, and graphs shall allow users to drill down to detailed data for all aspects of the Express Lane equipment.
REQ-274	The ELUI shall include an interactive map allowing users to select system components and view real-time status for current rates, Microwave Vehicle Detection (MVD) status, level of service, and access to Express Lane CCTVs.
REQ-275	The ELUI interactive map shall allow users to filter (show/hide) any combination of express lane equipment at one time.
REQ-276	The ELUI interactive map shall allow users to select equipment and provide live video feeds within the ELUI application.
REQ-277	The ELUI interactive map shall allow users to view the current Level of Service (LOS) for each MVD selected.
REQ-278	The ELUI interactive map shall allow users to verify status (online/offline) for any Express Lane component.
REQ-279	The ELUI interactive map shall allow users to view all VTMS, including current rates and options for rate override.
REQ-280	The ELUI rate management dashboard shall allow users to review information about current rates and Express Lane and General-Purpose Lane performance, including volume, speed, and LOS.

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ID	RULE
REQ-281	The ELUI rate management dashboard shall use a combination of maps showing the performance of Express Lane segments and LOS by segment, speed/volume status gauges, and time-based volume graphs.
REQ-282	The ELUI historical usage dashboards shall provide data on various data points, including a history of throughput, rates, speed, and LOS.
REQ-283	The ELUI pricing dashboard shall allow users to view pricing data for viewing historical pricing and to perform trend analysis.
REQ-284	The ELUI shall provide users the ability to manage all aspects of Express Lane pricing, including, at a minimum, the configuration of input parameters used for pricing algorithms.
REQ-285	The ELUI shall allow users the capability to search and review historical dynamic pricing schedules and details for each period.
REQ-286	The ELUI shall allow users to manage Time of Day (TOD) pricing schedules, including the ability to create, edit, apply, deactivate, and review (current and historical) TOD pricing schedules.
REQ-287	The ELUI shall allow users to define rates and start/end dates and times for TOD pricing schedules.
REQ-288	The ELUI shall allow users to review trip processing data, including current trip building status, and processing data
REQ-289	The ELUI shall allow users to view trip building performance and throughput data, including completed, and pending trip counts, ALPR, and image review stats related to the trip building process.
REQ-290	The ELUI shall allow users to review and edit trip building configurations, including processing time, lapse time, dwell time, ALPR, and auto-match levels.
REQ-291	The ELUI shall allow users to adjust trip fares for one or more trip segments, including partial and full (write-off) adjustments of any amount.

2.6.8 Toll Fare Schedule Management (for Non-Express Lanes Facilities)

The TFH shall provide Toll Fare Schedule Management to set the toll rates for all non-express lanes facilities according to the current CTRMA toll rates.

Toll Fare Schedule Management shall have a simple interface to enable authorized users to add, remove, import, export, and modify the toll fare schedules. Toll fare schedules shall include rates by vehicle classification, payment type, time of day, day of the week, and time of year using a configurable date range.

2.6.9 Servers and Racks

CTRMA anticipates the expansion of their current data platform infrastructure, including servers, network, and storage. The TFH shall support the services of this program, including but not limited to, the following:

1. Design and implementation of the ETCS
2. Transitioning the existing ETCS to the new ETCS
3. Implementing the ETCS on new facilities during the contract term
4. Ongoing maintenance of the ETCS

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CTRMA anticipates this infrastructure to reside locally within the Austin area.

Table 2-37: Servers and Racks Technical Requirements

ID	RULE
REQ-292	The ETCS solution shall include all proposed or existing cabinets, enclosures, servers, storage systems, workstations, cabling, power distribution units, and any ancillary equipment necessary to provide a complete system that meets the requirements of this Scope of Work.
REQ-293	Any proposed TFH subsystem or component, including servers and all associated hardware elements, shall be of the latest commercially available design and shall incorporate standard commercially available products and components in production at the time of design/development and supported by manufacturers.
REQ-294	The ETCS shall include proven configurations that support future upgrades to system processors, memory components, and storage systems.
REQ-295	The TFH shall be capable of load-balancing all requests and tasks across available processing platforms and share shared Network Attached Storage (NAS) or other storage technologies.
REQ-296	The ETCS shall include a scalable solution that supports the transaction levels indicated in RFP Appendix 15, Traffic Projections.
REQ-297	For system sizing, the ETCS should support the storage of all required transaction data, including 100% of all transactions being image-based, as defined in Section 3, Data Retention Schedule.
REQ-298	The ETCS shall scale to support the estimated annual transaction growth (above) with no significant hardware, software, building floor space, HVAC, or infrastructure changes.
REQ-299	All hardware and equipment supplied for this project, excluding consumable materials (i.e., material that needs continuous replenishment), shall support all requirements contained herein, including established SLAs, and shall adhere to specified warranty and service contracts requirements.
REQ-300	All hardware, equipment, devices, supplies, and materials furnished under the contract shall be new, off-the-shelf, and field-proven unless otherwise specified.
REQ-301	The ETCS shall meet American National Standards Institute (ANSI) Telecommunications Industry Association (TIA) data center standard TIA-942.

2.6.9.1 Data Storage

Table 2-38: Data Storage Technical Requirements

ID	RULE
REQ-302	The ETCS shall include an efficient solution for storing and accessing data and files for the TFH at both the primary and the Disaster Recovery sites. The TSI shall follow the Data Retention Guidelines, as defined in Section 3, Data Retention Schedule, for all data retained by the TFH.
REQ-303	The ETCS shall maintain and store files for the following: <ol style="list-style-type: none"> 1. Transactional data 2. Lane and TFH configuration and executable files including version numbers, date and time entered in the production system 3. Toll facility toll rates and toll schedules 4. TVL and other file versions, including updates by date and time received 5. Vehicle and license plate image files including toll transaction ID link, location (facility, plaza) code, date, and time 6. Security access authorization files by date and time built 7. System logs from the TFH servers 8. Exempt vehicle lists
REQ-304	The ETCS shall store all toll transaction records, toll lane events, maintenance messages, and work order records, as outlined in Section 3, Data Retention Schedule.
REQ-305	The ETCS shall provide authorized users the capability to access the above data through a GUI for display and to generate reports.
REQ-306	The ETCS shall make at least seven (7) years of the above data available online and for display and reporting in the TFH subsystems, and as outlined within Section 3, Data Retention Schedule.

2.6.10 Software

The following sections provide information about the software as related to the TFH.

2.6.10.1 *Software Development Plan*

The TSI will provide a Software Development Plan (SDP) describing the TSI’s plans and procedures for their software development effort. The SDP shall detail methods to be used and the approach to be followed for each activity and resource. The SDP should document all processes applicable to software development and reference specific standards, methods, tools, actions, and responsibilities associated with the development of all software required of the ETCS. The SDP should include the following:

1. SDP introduction and overview
2. Referenced documents
3. Identification of all software and software products to which the SDP applies
4. System overview, including system and software architecture
5. Additional requirements and constraints such as security, methods, standards, interdependencies
6. Organization and resources

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7. Software development approaches, standards, and methodology
8. Incremental development approach, planning, and management/oversight
9. Software requirements analysis
10. Unit integration and testing
11. Component integration and testing
12. Software risk management
13. Approach to requirements traceability
14. Process for maintaining all software licenses, including third-party COTS

Table 2-39: Software Technical Requirements

ID	RULE
REQ-307	The proposed operating systems and databases shall be currently supported versions with a documented upgrade path from the TSI.
REQ-308	For all COTS-based products implemented in support of the ETCS, licensing and renewals shall be the responsibility of the TSI.

2.6.10.2 *Operating System*

Table 2-40: Operating System Technical Requirements

ID	RULE
REQ-309	The operating system for the TFH server(s) shall be COTS multi-user, multi-tasking, and shall be the previous version from current if the latest version/release date is less than twelve (12) months earlier than the Proposal submittal date.
REQ-310	The proposed operating system shall have COTS maintenance support services for the term of the contract.
REQ-311	The proposed operating system shall have an installed base that ranks in the top three for the selected platform supporting an enterprise-class database.

2.6.10.3 *Database Management System*

Table 2-41: Database Management System Technical Requirements

ID	RULE
REQ-312	The TSI Database Management System (DBMS) version/release date shall be the previous version from current if the latest version/release date is less than twelve (12) months earlier than the Proposal submittal date.
REQ-313	The selected DBMS shall have a published upgrade path and support upgrades to the operating system, applications, memory, disk drives, and processors.

2.6.10.4 System Failover and Recovery

Table 2-42: System Failover and Recovery Technical Requirements

ID	RULE
REQ-314	If the TFH is not deployed within the CTRMA-provided facilities (e.g., the CTRMA TIM Center and the CTRMA offices), CTRMA requires the TFH hosting location(s) to adhere to the data center Tier 2 (or higher) power, cooling, redundancy, and security requirements. A Tier 2 (or higher) data center standard must comply with the requirements defined by the Telecommunication Industry Association (TIA) 942.
REQ-315	The location(s) where the TFH(s) are implemented shall be equipped with appropriate power and network connectivity to ensure a successful transition from the primary TFH location to a secondary TFH location. This transition must be accomplished within the required timeframe to support TFH availability and performance SLAs, as described in Appendix F, Service Level Agreement.
REQ-316	The primary and secondary TFH shall be a redundant pair. Under normal operation, the Primary TFH shall perform the functions required herein. The secondary TFH shall be a “warm standby,” able to adequately perform the TFH requirements in the event the Primary TFH becomes unavailable for any reason, such as hardware or software failure, or damage.
REQ-317	The primary and secondary TFH shall use replication technology so that all data are always kept synchronized.
REQ-318	“Failover” procedures from the primary TFH to the secondary TFH shall not be fully automatic. After the primary TFH is determined to be unavailable, TSI personnel shall complete the tasks necessary to place the TFH into production.
REQ-319	The “Failover” procedures shall not take longer than eight (8) hours.
REQ-320	The TSI’s design shall ensure that no data captured/created in the facilities is lost or otherwise compromised when a TFH fails and/or is brought back to full operation.
REQ-321	The TFH locations shall have the appropriate networking infrastructure to support the bandwidth and operational requirements.

2.6.11 Data Backup and Recovery

Table 2-43: Data Backup and Recovery Technical Requirements

ID	RULE
REQ-322	The TSI shall provide an automated capability to back up the TFH daily.
REQ-323	The TSI shall annually demonstrate a successful restoration from backup.
REQ-324	This backup process shall include a scheduled process for both full and incremental backups.
REQ-325	Archived data shall be available to CTRMA within 24 hours of a CTRMA request.
REQ-326	All transactional data (including violation images) shall be retained per the CTRMA data retention policy, and then archived to permanent long-term storage only after the data retention time has expired. Refer to Section 3, Data Retention Guidelines.

ID	RULE
REQ-327	When online disk space utilization reaches a user-configurable high percent of disk capacity, a message shall be transmitted to MOMS.
REQ-328	The deletion of data that has reached its configured expiration timeframe or has been successfully archived shall be automatic without the need for user intervention. It shall generate a message transmitted to MOMS.

2.7 PROJECT MANAGEMENT

The following sections provide information about system development and project management Scope of Work.

2.7.1 Project Schedule

The TSI shall prepare and submit a detailed project schedule based on a work breakdown structure that includes all tasks, activities, and milestones related to the requirements gathering, design, development, procurement, installation, testing, training, and deployment of the proposed system. The schedule shall contain all the detailed discrete work packages and planning packages (or lower-level tasks/activities) networked with necessary dependencies to support project events. The TSI shall maintain the project schedule in Microsoft Project format (Microsoft Office 2016 or newer). The TSI shall identify all milestones and events, starting with the Notice to Proceed (NTP), to the end of the implementation phase, culminating with the final Operational Acceptance Test (OAT).

The TSI's Proposal shall include a preliminary event-driven project schedule. The schedule shall be updated, and resource loaded following NTP to baseline the schedule by including unknowns and any changes during negotiation. All subsequent schedule updates shall be made to the revised baseline for the duration of the project. The TSI shall submit the project schedule per Section 4, Project Deliverable Schedule. The TSI shall update and make the project schedule available to CTRMA every month. The TSI shall also submit an updated version of the project schedule as part of the monthly progress report, described in Section 2.7.2, Regular Project Meetings.

The project schedule shall include activity start dates and durations, milestones dates, predecessor and successor dependencies, resources by name, and a critical path representing activities without any slack. The project schedule shall provide for the CTRMA documentation/deliverable review cycles that include the following:

1. The initial TSI submission of the documentation
2. CTRMA's review and comment on the documentation
3. The TSI's update of the documentation per CTRMA's review comments
4. The subsequent second CTRMA review and comment on the documentation, if needed

A project schedule of documentation deliverables shall include a spreadsheet updated weekly for submittals in a two-week look ahead, and in real-time for submittals sent to CTRMA or received from CTRMA. The project schedule shall reflect each document submittal in whole and sections as agreed upon for CTRMA review.

At least monthly, the project schedule shall be submitted to CTRMA in Microsoft Project format with a PDF file and associated narrative with the following updates:

1. The project schedule shall provide the completion status of all tasks, activities, and milestones (e.g., deliverable submittal, project review meeting).
2. The project schedule shall provide all task activities resource loaded by name, and resource reports generated to demonstrate staff is not over-allocated across all tasks.
3. The project schedule shall identify tasks, activities, or milestones that are behind schedule. For example, if the preparation of a deliverable has expended 60% of the scheduled completion time while the completion percentage is only at 50%, then this deliverable is behind schedule. If a recovery schedule cannot prevent a project completion delay, the TSI shall provide a risk matrix/register with a mitigation strategy for critical path tasks and activities. Near-critical path analysis shall be accomplished as well.
4. The TSI shall provide version control with project schedule updates.

All scheduled tasks for the project schedule shall include at a minimum:

1. WBS number
2. WBS name
3. Resources performing the task activity
4. Subsystem affected
5. Task duration (includes start to finish of activities to complete a task)
6. Planned versus actual time at the start of the task
7. Predecessors and successors

2.7.2 Regular Project Meetings

Monthly project progress meetings shall be held at a location agreed and approved by CTRMA and shall follow a defined agenda. The TSI shall submit a progress report and a meeting agenda to CTRMA at least two (2) business days before the scheduled meeting.

Prior to any CTRMA system/network changes, which is defined as needed software updates to the system(s) or communication network updates, the TSI shall obtain CTRMA's review and approval. Changes to the system/network presented within the monthly project progress meetings without having first gone through the processes defined in the TSI's Change Management Plan (described in Table 2-44: Program-Level Document) shall not be approved.

The progress report and agenda shall include but not be limited to the following:

1. Updated project schedule showing progress since the previous meeting and including any proposed changes from the latest approved project schedule.
2. Completed work descriptions and the percentage complete for each task in progress.
3. Identification of all critical path tasks.
4. Risk/issue matrix changes, including associated recommended mitigation/resolution strategies or contingency plans intended to avoid potential delays.

5. Report on testing activities, including status and overview of defect tracking results (when applicable).
6. Descriptions of any pending and proposed change orders, or if any change order work is in progress, the status of the associated work.
7. Accomplishments during the reporting period.
8. Six (6) week look ahead work plan for activities to be accomplished on the project.
9. Updated action items list providing the status of the open action items, identifying and explaining action items that can be closed, and documenting new action items resulting from the discussion of outstanding issues and concerns. The action items list shall contain both the open action items assigned to CTRMA and the open action items assigned to the TSI.
10. Copy of the approved final minutes of the previous meeting.

Other project meetings shall be required to address specific issues and tasks. The TSI shall perform the following:

1. Coordinate date and time with the CTRMA Project Manager and distribute notices of the project meeting by email and post them on the approved project document management, sharing, and distribution cloud application.
2. Prepare the agenda in coordination with the CTRMA Project Manager.
3. Attend the meeting with all required staff in attendance or present by teleconference.
4. Prepare draft minutes of the meeting, with decisions and action items noted, and forward them to the CTRMA Project Manager immediately following (the day of) the meeting.

2.7.2.1 Project Kick-off and Work Progress

A project kick-off meeting shall be held between CTRMA and the TSI within thirty (30) days of the project NTP. At this meeting, all appropriate lines of communication for both oral and written correspondence shall be established. Appropriate methods for documenting meetings, telephone conversations, and other communications shall be defined. The project schedule shall be reviewed in detail and refined, as necessary.

The TSI shall prepare and submit to CTRMA monthly progress reports on the status of all-major items and activities. The progress report shall include an updated project schedule.

Project progress meetings shall be conducted monthly at the CTRMA offices, at a schedule to be proposed by the TSI and accepted by CTRMA. The purpose of these meetings shall be to monitor progress, discuss design issues, and plan for installation, testing, and transition.

The TSI shall allow CTRMA to conduct periodic inspections of the software development effort, including reviewing the status of source code. These periodic inspections include an on-site review at the TSI's development facility. The inspections may include an actual review of files with the TSI present, reviewing file size, the number of lines, work completed, and witnessing unscripted and unofficial testing of incremental development versions of the software. These periodic inspections could occur monthly or at some other frequency to be defined by CTRMA.

2.7.2.2 Workshops

The TSI shall conduct monthly workshops with appropriate stakeholders to review all submissions, validate system requirements, design approach and design, report formats, and other issues requiring coordination between CTRMA and the TSI. Whenever possible, these workshops should be scheduled in conjunction with project progress meetings. With CTRMA's approval, some workshops may be conducted via conference call.

2.7.3 Program-Level and Project-Level Documentation

The services provided include not only the transition to a new ETCS but also a phased implementation of this new ETCS to new facilities as they rollout. Because of the nature of this program, CTRMA requests the following two segments of documents:

- Program-Level Documentation, which includes a Program Management Plan (PMP), and
- Project-Level Documentation

The PMP shall consist of several program-level documents to be provided only once during the entire program and updated as needed. CTRMA anticipates minimal changes required throughout the program to these core documents. However, the TSI shall provide updates to the program-level documentation for each Work Authorization when required.

The TSI shall submit updated or amended program-level documentation with each Work Authorization to reflect changes required for each transitioned or newly installed facility, along with the required project-level documentation.

Project level documentation unique to each facility (e.g., as-builts, test reports, transition/install plans) shall be provided for each Work Authorization.

The program-level documentation is detailed in Table 2-44: Program-Level Documentation. The project-level documentation is detailed in Table 2-45: Project-Level Document.

2.7.3.1 Plans and Requirements

All plans and documentation shall be submitted in the English language to CTRMA electronically through a secured document management system. Refer to Section 2.7.6.5, Online Document Sharing and Document Management System, for more information.

All plans and documentation shall be submitted to CTRMA for review and acceptance. Plans and other documentation shall be submitted to allow time for a minimum of two iterations of the CTRMA review/TSI revisions to be completed and still adhere to the targeted final document deliveries identified by the TSI and approved by CTRMA. Any need for resubmittal shall not be a cause for delay in completing the project following overall project milestones. Acceptance of documents shall not relieve or limit the TSI's responsibility to provide an ETCS in full compliance with the contract. If corrections or improvements are requested, the TSI shall resubmit the plans and documentation until the plans and documentation are fully accepted.

In addition, CTRMA has the right to reject and request resubmittal of any documentation that contains quality issues (i.e., multiple errors related to spelling, grammar, and formatting).

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Section 4, Project Deliverable Schedule, lists the deliverables that the TSI is required to prepare and submit during the project, including the required submission date and duration of review periods by CTRMA.

2.7.3.1.1 Program Management Plan

A Program Management Plan (PMP) shall be submitted to CTRMA, which shall reflect that the TSI follows the processes and tools consistent with the most recent and applicable Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK). The PMP shall include a description of the management techniques to be used during all phases of the project.

The TSI shall develop and submit to CTRMA for review and approval of a PMP describing the overall management, staffing, and measurable controls used to meet the requirements contained herein. The TSI shall submit the PMP in the initial documentation package per Section 4, Project Deliverable Schedule.

Since this program shall be rolled out over time for existing facilities and new construction, the PMP shall address several projects that could have different timelines and teams. The following documents provide scope information for the initial project and subsequent Work Authorizations (covered under this contract) and shall not need to be resubmitted with each project.

These documents that make up the PMP include, at a minimum, the documents listed in Table 2-44: Program-Level Documentation. For a full list of required documents, refer to Section 4, Project Deliverables Schedule.

Table 2-44: Program-Level Documentation

Document	Description
Master Project Schedule	Provides the initially projected activity dates used as a baseline for comparing the actual, achieved dates, and measuring progress.
Roles and Responsibilities	Provides information about the responsibilities of each role for the project team for the program and includes an Organizational Chart. Refer to Section 2.7.6.3, Staffing and Organizational Chart, for more information.
Scope Management Plan	Provides the tasks required to complete the project while excluding all the work/tasks that are out of scope.
Quality Management Plan	Provides information about the processes and procedures that ensure the QA/QC program functions as an integral part of the project. Refer to Section 2.7.5, Quality Assurance/Control Program for more information.
Communication Management Plan	Provides information that details the communications needs and expectations for the entire program.
Requirements Management Plan	Provides information about the defining, documenting, analyzing, prioritizing, and managing of the requirements of the project.

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Document	Description
Change Management Plan	Provides information about the activities and roles to manage and control change during the execution and control stage of the project.
Configuration Management Plan	Provides information about defining, documenting, controlling, implementing, accounting, and auditing of changes to the various components of this project. Refer to Section 2.7.5.2, Configuration Management, for more information.
Risk Management Plan	Provides information about the methods to identify, track, and mitigate areas of risk, including cost. Refer to Section 2.7.7, Risk Management, for more information.

This PMP shall be a living document, and as such, shall be updated periodically to reflect any changes to the program, and submitted to CTRMA for review and approval. The TSI shall maintain and keep current all incorporated individual plans, procedures, and processes that comprise the PMP for the duration of the contract.

2.7.3.1.2 Project-Level Documentation

The Project-Level documentation that a TSI shall provide or update per Work Authorization includes, at a minimum, the documents listed in Table 2-45: Project-Level Documentation. For a full list of required documents, refer to Section 4, Project Deliverables Schedule.

Table 2-45: Project-Level Documentation

Document	Description
Project Scope	Provides information about the specific project, including any deliverables and their features, major project objectives, deliverables, and goals to help measure success.
Baseline Cost	Provides information about the amount of money the project is predicted to cost and when that money shall be used.
Project Schedule	Provides a simplified list of tasks with a timeline or project calendar, including major milestones and key deliverables. Refer to Section 2.7.1, Project Schedule for more information.
Updated Roles and Responsibilities (if required)	Provides information about the responsibilities of each role for the team for each Work Authorization and includes an Organizational Chart. Refer to Section 2.7.6.3, Staffing and Organizational Chart, for more information.
Project Risk Register	Identifies each risk and the mitigation strategies for each risk per project.
Communication Plan	This document provides information about how the TSI shall communicate information to stakeholders. This plan describes who should be given specific information, when that information should be delivered, and what

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Document	Description
	communication channels shall be used to deliver the information.

2.7.3.2 Design and Development Demonstrations

CTRMA requires that the TSI provide systems/application demonstrations during the design and development phases of the project. These demonstrations will require the TSI staff to include system architects, designers, business analysts, and subject matter experts. The CTRMA staff and the CTRMA representatives will participate in these demonstrations. These demonstration sessions/meetings shall demonstrate to CTRMA the design and development of the system are ongoing, on track according to schedule, and shall meet the functional requirements of the system.

These demonstrations shall be identified in the master project schedule, and the timing and frequency of them shall be agreed upon between the TSI and CTRMA.

The TSI shall propose a weekly report format that, at a minimum, communicates the system component under design consideration, development, demonstrated, or tested during a period of the report (weekly and/or monthly). This report shall also communicate test cases exercised. This report shall be provided to CTRMA starting at the beginning of the design phase and shall be called out in the master project schedule. These reviews and demonstrations will all be conducted during the design, development, and even testing phase of the project, and all shall be concluded before the commencement of OAT.

Design and development reviews and demonstrations may be observed by CTRMA on-site at the TSI’s development location, via web-based demonstrations and conference calls, or at the CTRMA offices in Austin. The exact location of each development review and demonstration shall be determined and communicated to CTRMA no less than three (3) weeks before each review and demonstration. These sessions shall be conducted within the continental United States.

2.7.4 Report Development Workshops

The TSI shall facilitate report development workshops with CTRMA during the design phase using the following reports development methodology:

1. The TSI shall gather fundamental reporting requirements by answering these questions:
 - a. What is the purpose of the report?
 - b. How will the report be used?
 - c. Who will use the report?
 - d. Who are the secondary consumers of the report?
 - e. Report frequency?
 - f. Report parameters and filters?
 - g. Data sources?
 - h. To which other reports shall this report tie?
 - i. Summary, detailed level, or both?

- j. Basic layout?
- 2. The TSI shall provide a proof of concept/mock-up for approval by CTRMA, including a report data element dictionary, which shows the source or calculations for each data element, and an explanation of how the report should compare or match with other reports. The TSI shall gather feedback and requirements refinements and update the mock-ups.
- 3. Final review with CTRMA for minor changes only.

In addition to the TSI's standard suite of reports, the TSI shall be responsible for designing, developing, testing, and implementing up to fifteen (15) custom reports. These custom reports shall be based on CTRMA's requirements. During the design phases of the project, if CTRMA is unable to provide the requirements for all fifteen custom reports, the TSI shall still be responsible for the design, development, testing, and implementation of all remaining custom reports.

Additionally, six (6) months after system acceptance, the TSI shall support significant updates to up to ten (10) existing standard reports. These report changes (for custom or standard reports) shall be provided to CTRMA at no additional cost.

2.7.5 Quality Assurance/Control Program

The TSI shall establish, maintain, and follow an effective Quality Assurance/Quality Control Program (QA/QC Program) to ensure adequate conformance to requirements and quality delivery of all project deliverables and tasks. This conformance to requirements includes the design, development, fabrication, processing, assembly, inspection, test, training, maintenance, packaging, shipping, storage, site preparation, and installation.

The QA/QC Program shall be overseen by a QA/QC Manager who reports at an organizational level above the TSI's Project Manager, or outside of the Project Manager's direct staff.

The TSI shall document the QA/QC program as part of a Quality Management Plan (QMP). The QMP shall describe the processes and procedures instituted by the TSI to ensure the QA/QC program functions as an integral part of the project.

All supplies, equipment, devices, hardware, software, and other services delivered as part of the contract, whether manufactured or performed within the TSI's plant or at any other source, shall be controlled at all points necessary to ensure conformance to the contract specifications. The QA/QC Program shall focus on the prevention, early detection, and correction of discrepancies.

TSI's QA/QC program shall provide control and tracking of purchased materials and subcontracted work. The TSI shall ensure the conformance of all supplies, components, developmental tools, assemblies, subassemblies, and services procured from subcontractors and vendors to the requirements contained herein. The TSI shall also establish procedures for the selection of qualified, reputable, and financially secure suppliers and subcontractors and take responsibility for controlling the quality of the supplies and services provided.

The QA/QC Program shall include a process for logging and tracking system issues. This process shall include the initial recording of issues, follow-up tracking, and final disposition tracking during the design, development, testing, and implementation phases of the project. The QA/QC process shall ensure accurate problem or issue description and recording, assignment of personnel, tracking of progress for corrections/revisions, and regression testing, as applicable. The TSI shall use a fully integrated problem or issue tracking tool that includes reporting capability.

2.7.5.1 Change Control

The TSI shall propose an internal change control process as part of their QMP. Once approved by CTRMA, the change control process shall be instituted and utilized throughout the life of the project.

2.7.5.2 Configuration Management

The TSI shall use proven configuration management tools and techniques throughout the project to track and control versions of hardware, Commercial Off-The-Shelf (COTS) software products, and customized software. The TSI shall control their documentation through a configuration management system that tracks changes to documents and controls configuration release and version numbering. This plan shall include the methodology for keeping all products current and the planning and upgrade testing needed to accomplish this.

On an annual basis, the TSI shall ensure that all COTS software remains supported by its original manufacturer. The TSI shall also update system software and hardware to support any changes in third-party interface communications (through ICDs) and industry standards. If a COTS vendor announces the end of support for any installed COTS software products, the TSI shall make the necessary changes to support a replacement COTS product for at least the duration of the contract. If licensing requires renewal or action by CTRMA, the TSI shall make this request from CTRMA at least sixty (60) days before the expiration date of the license or product. If there are modifications to industry standards that warrant addressing to maintain required security, communication, safety, and performance, the TSI shall immediately notify CTRMA and shall propose an update or replacement equal or better to the current COTS product or custom software. This replacement plan shall include a schedule, proposed testing for approval before migration to the new product.

Once the TSI places any portion of the proposed system into operational service, the TSI shall not change or replace any production hardware or software without written approval from CTRMA. The TSI shall document any such approved changes as part of the configuration management process. The TSI shall provide and maintain specific change and release management plans reflecting the methodologies for the approval and release of any subsystem changes, including simple configuration changes or hard code changes.

The TSI shall obtain CTRMA's review and approval prior to any needed updates to the system(s) or communication network updates.

The Configuration Management Plan shall address the following areas:

1. Configuration Control:

- a. Requirements management
 - b. Deviation and specification change requests
 - c. Data management
 - d. Configuration audits: functional and physical
 - e. Acceptance requirements for the installed ETCS
 - f. Testing requirements for the installed ETCS
2. Configuration Accounting:
- a. Document Control and the Library Function
 - b. Accepted Documents
 - c. Revision History for Documents
 - d. Physical Item Content
 - e. Physical Item Where Used
 - f. Status of Changes
 - g. Changes by Product/Serial Number
 - h. Results of Configuration Audits
 - i. Configuration Management Accounting (As Designed, As-Built, As Delivered)
 - j. Revision Status of Installed ETCS
 - k. Version control

The Configuration Management Plan shall describe procedures to track and manage COTS and custom application software, hardware, configuration files, and project documentation following EIA-649-A 2004 National Consensus Standard for Configuration Management and 828-2012 IEEE Standard for Configuration Management in Systems and Software Engineering. The Configuration Management Plan shall include the manufacturer, version number, feature set, and the number of user licenses used of all COTS products, the methodology for keeping all products current, any testing required for an upgrade, and addressing implications and reconciliation of vendor support termination. CTRMA anticipates twenty (20) concurrent end-users of the system.

In addition to procedures to assure uniformity of installed software version and release for the project duration, the plan shall include the maintenance of an end of project checklist verifying all installed COTS and custom products are the current version and release. All COTS hardware shall provide information about the manufacturer, vendor contact information, model or part number, serial number, and feature set.

The TSI shall submit the Configuration Management Plan to CTRMA for review and approval.

The TSI's shall identify, categorize, code/label/name, track, and manage all project requirements, plans, design documentation, manuals, drawings, correspondence, memorandums, subcontracts, and other documents under the TSI's control. The TSI shall document and track all revisions using a system of version control and change control logs.

All documentation developed by the TSI for the project, including materials developed to support training and marketing, shall be the property of CTRMA.

2.7.5.3 Continual Improvement Program

The TSI shall participate in a Continual Improvement Program (CIP) with CTRMA. The CIP intends to realize improvements in system and operations that shall benefit CTRMA and CTRMA customers. Benefits for CTRMA and CTRMA customers include the following, at a minimum:

1. Increasing revenue
2. Decreasing operating costs
3. Improving the customer experience
4. Improving data management, reporting, and audibility
5. Enhancing the efficiency and safety of the ETCS and the ETCS operations

Beginning with approval of the OAT, and annually after that, the TSI shall meet with CTRMA to identify elements of the ETCS and the TSI's operations to improve. The specific schedule for the CIP shall be determined after the contract award, but the TSI should assume that the first CIP meeting shall be held with CTRMA within one (1) year after system acceptance.

Within four (4) weeks of each meeting, the TSI shall provide CTRMA with a written proposal including the following elements:

1. A description of the element(s) of the ETCS and the TSI's operations identified for improvement. The description shall include how the TSI shall achieve the improvement(s), including all work necessary, changes to the ETCS, software, or equipment, and any required coordination or involvement from CTRMA.
2. A specific improvement goal(s), which indicates both the current performance level for the element(s) and the proposed improved performance level.
3. How the performance of the element(s) shall be tracked and measured. When applicable, improvements shall be driven by measurable performance characteristics. Results shall be measured to document performance improvements. All measured performance characteristics shall be based on objective criteria. The TSI shall clearly describe how CTRMA shall be able to review and validate the performance of the element(s).
4. A detailed description of benefits to CTRMA and CTRMA customers that would result from the improvement(s). If possible, the description of benefits shall include a financial analysis of how the proposed improvement(s) would result in the following:
 - a. Higher revenue
 - b. Lower operating costs
 - c. Improved customer service
 - d. Data management
 - e. Reporting
 - f. Audibility
 - g. Enhancement of the efficiency and safety of the ETCS and the ETCS operations

5. A detailed precedent oriented schedule presenting the activities required to realize the proposed improvement, including the time frame over which the improvement shall be measured and the date by which the improvement goal shall be reached.
6. A description of how the TSI shall maintain the improved element(s) at a higher performance level.
7. A detailed cost estimate to implement the improvement. The cost shall include the TSI's labor, materials, and other costs.

CTRMA shall have four (4) weeks to review the TSI's Proposal and approve, reject, or ask for modifications. If CTRMA requests modifications, the TSI shall provide a revised Proposal to the TSI within four (4) weeks. CTRMA may choose not to implement an improvement at any time before accepting a Proposal and instructing the TSI to proceed with an improvement(s). CTRMA may postpone CIP meetings or suspend the CIP program at any time at its sole discretion.

2.7.6 Program Management

The following sections provide information regarding the TSI's approach to program management.

2.7.6.1 Project Methodology

The TSI shall demonstrate a thorough understanding of the project phases and key knowledge areas for project management identified by the PMI. The PMP shall explain how the TSI use of PMI techniques will lead to successful project implementation. The PMP shall address how the TSI shall manage the following elements:

1. Project communication
2. Primary project responsibility
3. A risk register that identifies all risks and details how the risks shall be managed and mitigated
4. Subcontractor management and coordination
5. Progress scheduling (Critical Path Method [CPM] based)
6. Progress reporting and coordination with CTRMA
7. Testing
8. Design and development reviews
9. On-site installation
10. Record keeping, including generating all meeting agendas and minutes

Refer to Section 2.7.3.1.1, Program Management Plan , for information regarding the PMP.

2.7.6.2 Responsibilities Matrix

The Responsibilities Matrix shall document the roles and responsibilities of all parties involved with the design, construction, installation, testing, commissioning, and maintenance of the ETCS. Approval of the Responsibility Matrix by CTRMA is a precondition to payment of the mobilization milestone, and it is acceptable for the TSI to submit this matrix before the PMP if desired.

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The primary parties involved with this project include, but are not limited to, CTRMA and the TSI and its subcontractors and vendors. The TSI shall identify and include all other primary parties involved with its work.

All work shall be broken down to element, task, and component within the subsystems, with responsibility assigned to one of the parties as taking a lead role. Any support and/or coordination activities shall also be identified and assigned.

2.7.6.3 Staffing and Organizational Chart

The TSI shall include an organization chart and resumes, listing the key project personnel along with their roles and responsibilities, and the percentage of time they shall dedicate to the project.

Table 2-46 provides information about the TSI’s key personnel for the project.

Table 2-46: TSI’s Key Personnel for Project

Key Position	Description
Principal-In-Charge	<p>The Principal-In-Charge should have been an employee of the TSI for a consecutive six (6) months. This position shall have a minimum of ten (10) years of experience in the toll/revenue collection industry, with at least the last five (5) years shall have included senior management responsibility for major projects of which at least one (1) project shall have been five (5) million dollars or more in value.</p> <p>The Principal-In-Charge is responsible for the performance of the Program Manager and a point of contact for any escalated project issues that cannot be resolved by the Program Manager.</p>
Program Manager	<p>The Program Manager shall have been an employee of the TSI for a consecutive six (6) months and shall have a minimum of ten (10) years of experience in the toll/revenue collection industry, of which at least the last five (5) years shall have included senior management responsibility for major projects of which at least one (1) project shall have been five (5) million dollars or more in value. Certification as a Project Management Professional by the Project Management Institute is preferred, but not required.</p> <p>The Program Manager is responsible for the overall conduct and performance of the project, oversight of the project and is primarily responsible for the day-to-day execution of the work. The Program Manager is responsible for the execution of the work, acts as an agent, a single point of contact in all matters on behalf of the TSI, and must be present (or an approved designee shall be present) at the project site at all times when the work is being performed. The Program Manager must be available to execute instructions and directions received from CTRMA or its authorized representatives.</p> <p>The Program Manager shall be a locally dedicated resource.</p>

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Key Position	Description
Deputy Program Manager	<p>The Deputy Program Manager serves as a backup to the Program Manager and must support the Program Manager in the day-to-day execution of their duties and delivery of the work.</p> <p>This backup position can be provided by existing key personnel (e.g., the Maintenance Manager could also serve as the Deputy Program Manager). However, the Deputy Program Manager role is the only key personnel position that can be held by the same individual as another key personnel position. Note: The Program Manager cannot also serve dual roles as the Deputy Program Manager.</p>
Installation Manager	<p>The Installation Manager shall have a minimum of five (5) years of experience, within the last seven (7) years, managing the construction coordination and field installation of toll systems, for both traditional toll roads and dynamically priced managed lanes of at least the size and scope of this contract.</p> <p>The Installation Manager is responsible for the installation of the entire toll system at the project site from planning to acceptance, and always following all relevant safety guidelines during the installation. This responsibility includes design and construction coordination before the project site becomes available and throughout the installation.</p>
Maintenance Manager	<p>The Maintenance Manager shall have a minimum of five (5) years of experience within the last seven (7) years, maintaining toll systems for AET (including dynamically priced managed lanes) of at least the size and scope of this contract.</p> <p>The Maintenance Manager is responsible for the ongoing maintenance of the system to meet functional and performance requirements.</p> <p>The Maintenance Manager shall be a locally dedicated resource.</p>

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Key Position	Description
Quality Manager	<p>The Quality Manager shall have a minimum of five (5) years of experience within the last seven (7) years, implementing best practices for quality control and quality assurance.</p> <p>The Quality Manager must provide quality oversight on all aspects of the work and all deliverables to CTRMA, to ensure compliance with the Quality Management Plan (QMP). The Quality Manager must also provide the following, at a minimum:</p> <ol style="list-style-type: none"> 1. Provide oversight of the quality of the work and detailed review process for the system design 2. Not be involved with direct scheduling or production activities 3. Report directly to the TSI’s management team 4. Ensure the TSI’s design staff follows the implementation of the methods and procedures contained in the approved QMP 5. Provide document control verification report and coordinate all issues directly with the TSI’s Program Manager and CTRMA’s designated representative

The TSI shall provide detailed resumes for each key personnel resource. The TSI shall submit any changes to these key personnel to CTRMA in writing for approval for the duration of the contract. CTRMA shall require the TSI to promptly replace the said individual with a person suitably qualified, within thirty (30) days of the event requiring replacement and acceptable to CTRMA. Additionally, the TSI shall perform background checks of all key staff.

The TSI shall clearly describe categories of work performed by the TSI’s personnel and those categories that shall be performed by subcontractors, who shall be named in the Proposal and included in the Organizational Chart. The TSI PMP shall include a description of the procedures used for managing all subcontractors, specifically how the TSI shall address communications and how to escalate any issues that may arise. Any TSI modifications from the Proposal that includes key personnel or responsibilities to be shifted from TSI to a subcontractor and vice versa shall be requested in writing for approval by CTRMA. The TSI shall communicate the details of these key personnel changes or responsibilities through updates to the project schedule and the PMP, specifically the Organizational Chart, the Roles and Responsibilities, and a resume of the new key personnel.

The TSI shall submit these updates to CTRMA for approval no fewer than sixty (60) days of the actual transition of responsibilities.

Before the implementation of the change in responsibilities, CTRMA shall provide approval in writing upon acceptance of the staff changes portions of the PMP.

2.7.6.4 TSI Personnel Security

All TSI personnel shall be subject to security and background checks to the satisfaction of CTRMA. The TSI shall obtain written approval from CTRMA for all service personnel.

The TSI’s personnel shall be issued CTRMA identification badges and shall always wear such identification badges when performing duties on the project. The CTRMA identification badges

cannot be shared among different TSI personnel. The TSI personnel shall only use the CTRMA identification badges they are assigned.

Misuse of the CTRMA identification badges (e.g., using one badge for multiple TSI personnel, or using the identification badges for purposes other than work associated with the project) may result in termination of the employee from the project and possibly other legal or disciplinary action.

The TSI shall not use the CTRMA facilities as a co-location for its staff and their vehicles. However, TIM Center operators are the exception.

2.7.6.5 Online Document Sharing and Document Management System

The TSI shall use a secure, online project management/collaboration software of their choice to internally manage, share, and distribute project documents and information (e.g., SharePoint, Dropbox, Sync.com), including copies of all submitted versions of plans and documentation. CTRMA will also provide a document management system for the TSI to submit all documentation and deliverables into that system. Any documentation that is stored in the TSI document management system shall also be copied to the CTRMA document management system.

The TSI shall provide and maintain for the duration of the contract, a secure document management system. This document management system shall identify, categorize, track and manage all project plans, manuals, business rules, and requirements, design documentation, test cases, training materials, as-built documentation, and other project documents defined under Section 4, Project Deliverables Schedule. All documentation and artifacts contained in the document management system shall be easily searchable and accessible by authorized users of both CTRMA (and others designated by CTRMA) and the TSI. The TSI shall provide the required licensing of the product for each user accessing the system. Updated versions of project documents shall be submitted to CTRMA for approval whenever significant revisions are made to project documentation. All documentation developed by the TSI for the project, including materials developed to support training and marketing, shall be the property of CTRMA.

The TSI shall provide a Documentation Lead for the duration of the contract to ensure all documentation revisions are documented and tracked using a system of version control and change control logs. The Documentation Lead shall also ensure all documentation is successfully updated when changes in requirements, change orders, Work Authorizations, or upgrades or changes in software or equipment occur. The Documentation Lead shall ensure all documentation, particularly those related to design (e.g., ICDs, RTM, SDDD), training, user manuals, or procedural items (e.g., maintenance and disaster recovery), is maintained and remains current, incorporating any system changes or new projects coming online, for the duration of the contract. The TSI shall provide training to the CTRMA staff for accessing documents in the document management system, if necessary.

All documentation shall be submitted to CTRMA for review, comment, and approval. CTRMA may require updated versions of draft documentation before providing approval. Draft and

final versions of documentation shall be delivered electronically to CTRMA using online document sharing. The TSI shall deliver documents in a standard Microsoft Office application format, which allows for red-lining and tracking changes. All documents are subject to version control; once submitted to CTRMA, the TSI shall submit all future revisions of a document in both red-lined and clean versions.

2.7.6.6 Records Keeping

The TSI shall maintain quality records and data such as records of design reviews and code walkthroughs, inspections and test results, records pertaining to nonconforming material, change order documentation, audit results, and all other records related to the contract for no less than five (5) years after the expiration of the contract. This information shall be made available to CTRMA at any time upon request.

2.7.7 Risk Management

The PMP shall describe the risk management method the TSI shall implement to identify, track, and mitigate areas of project risk, including cost. The TSI shall track concerns throughout the project, such as the occurrence of certain events with assigned and described risk probability, impact, and mitigation (e.g., elimination, contingency, and reduction). Special risk planning sessions shall be initiated by the TSI at least five (5) months before go-live activities are planned for the TFH and each facility, as they are transitioned. These risk planning sessions shall include the following deliverables:

1. Identify all high-risk events which could occur as part of the deployment in terms of transitioning co-located equipment and devices and transaction processing, and historical data retrieval and reporting.
2. Produce queries that seek to identify any occurrence of the high-risk items identified in the item.
3. At pre-defined intervals, review reports and queries for validity, and notify the responsible TSI resources for immediate issue assessment if the results are invalid. The CTRMA-assigned distribution list shall receive status reports of the results generated and sent daily, during a defined time (e.g., four [4] weeks) immediately after go-live.

2.7.9 Cooperation with Others

CTRMA shall be entitled to full and prompt cooperation of the TSI in all aspects of the work. The TSI shall use best efforts to minimize any disruption to CTRMA's regular business operations (including am and pm peak hours as applicable) when the TSI is performing services. Close coordination between the TSI, the CTRMA operations staff, and other contractors shall exist during all phases of the project. The TSI shall work closely with any other contractors working for CTRMA in coordinating any activity which may affect both the contractors and CTRMA. This coordination especially pertains to CTRMA's DPH connectivity and integration testing, contractors performing equipment installation, equipment testing, power requirements, conduit requirements, and researching networking issues, which may involve multiple contractors.

The TSI shall also cooperate with other parties, including vendors, governmental agencies, and other maintenance providers, as required, to ensure that maintenance functions are handled effectively, efficiently, and per all specifications of any applicable vendors, governmental agencies, and other maintenance providers.

The TSI shall respond to the CTRMA requests for information within two (2) business days unless otherwise agreed to by CTRMA.

2.8 INSTALLATION OF NEW FACILITIES

The TSI shall be responsible for the installation of the TSI's ETCS for new facilities as they are constructed and made ready for toll equipment installation and ETCS testing and operations. The TSI shall be required to coordinate efforts and schedules and shall provide CTRMA with an Installation Plan for all new facilities.

The TSI shall begin installation work upon approval of individual Work Authorizations for each facility, as described in Section 2.2.1, Work Authorization and Project Delivery.

General information for the planned facilities is found in Section 2.3, Existing Equipment, Infrastructure, Buildings, and Communication. Additional information may be found on each project's website:

1. 183 North: <http://www.183north.com/>
2. MoPac South: <http://www.mopacsouth.com/>
3. 183A Phase III: <https://183a.com/>

Note: Project schedules and plans for all planned facilities continue to be developed and are subject to change.

The TSI shall install all proposed hardware, equipment, software, and devices required to implement, integrate, and maintain an ETCS that meets all the requirements described herein. To install the roadside systems, the TSI shall supply all required installation personnel, tools, materials, equipment, and traffic control devices.

The TSI shall install all components manufactured/provided by any third parties per the manufacturer's installation instructions. The TSI shall arrange on-site and remote support services, as needed, from a third-party vendor for proper installation and operation of equipment at no additional cost to CTRMA.

The TSI shall procure and install any additional infrastructure required to operate and maintain the ETCS. This additional infrastructure may include, but is not limited to, additional electrical and communication conduit, ducting, pull boxes, junction boxes, wires, cables, connectors, terminals, and termination labels. The TSI shall coordinate with CTRMA to provision the required network equipment, bandwidth, and connectivity to the newly established toll facilities in support of the ETCS.

The TSI shall install and configure the proposed ETCS software and any supporting software (e.g., operating system, networking, database, monitoring) on all proposed computers, workstations, and servers. The TSI shall coordinate all work with the CTRMA operations staff.

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The TSI and CTRMA shall then determine if the work needs to occur after hours or on the weekends to minimize impacts on existing operations. All TSI-provided systems shall provide compatibility to run on the CTRMA-provided workstations, and the CTRMA designated representative-provided workstations.

2.8.1 Installation Plan

The TSI shall submit an Installation Plan to CTRMA for review, comment, and approval before the start of any installation activities. The Installation Plan shall provide a comprehensive description of all aspects of the installation activities associated with the project, including the following:

1. Installation approach, including timing for the installation and integration of all systems,
2. Installation readiness assessment, including a risk matrix that identifies risks, assesses the probability of those risks occurring, and proposes mitigation or elimination strategies. Reasonable scenarios of problems should be presented, and proposed actions are taken to allow installation to continue.
3. Facilities operations.
4. Toll Facility Host integration, which includes image processing, trip building and dynamic pricing functionality (if applicable), report validation, DPH integration, TSI QA/QC processes and procedures, and support for any auditing process.
5. Predecessor and successors of all activities.

The TSI shall provide an initial Bill of Materials (BOM) for all hardware, COTS software, and equipment both supplied and reused under this contract, including spare inventory with the Installation Plan. All COTS hardware manufacturer, vendor contact, model or part number, and feature set information shall be described. The System Detailed Design Document (SDDD) submittal shall include the final BOM. CTRMA shall review and approve both the initial and final BOM.

Table 2-47 provides additional information about the tasks the TSI shall address within the Installation Plan.

Table 2-47: Tasks and Activities Addressed in the Installation Plan

Task	Description
Install Tasks and Activities	Includes all activities and deliverables for the installation of the zone controllers and all roadside devices, including integration to the TFH. These activities include general communications, coordination with CTRMA’s communications office, coordination with the existing maintenance TSI and other contractors of CTRMA, being aware of the current operating condition of all affected subsystems just before scheduled installation, and completion of subsystem training mainly related to handling maintenance alerts/alarms.
Pre-deployment Tasks	Includes tasks and deliverables required for a clean and successful installation and go-live, but that may precede the actual deployment by a few days or weeks. These tasks are where checklists are reviewed, resources are re-confirmed, advance notices of outages are communicated,

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Task	Description
	and where agreements on formal roles and responsibilities are documented.
Deployment Tasks	These are the actual go-live tasks that are performed for the implementation, usually starting 24 to 48 hours before go-live. The Work Breakdown Structure (WBS) for the installation task shall include the activities of the involved parties.
Post Deployment Tasks	<p>These are all the quality monitoring and production verification tasks post-go-live to ensure all systems are operating efficiently and as expected, and data is accurately mapped to the TFH. The incident management procedures for go-live shall be included in this section of the plan. These procedures shall include a daily report of all open incidents/tickets since go-live, their status and next steps to resolve, escalation procedures, and how CTRMA and its consultants shall have access and monitoring capabilities during post-deployment.</p> <p>The TSI shall propose a post-implementation support period for up to a maximum of four (4) weeks. This post-deployment period shall include additional TSI resources to monitor the system 24/7, report and communicate degradation in addition to MOMS incidents, and resolve problems. If there are still critical system deficiencies after four (4) weeks, CTRMA may extend this period until all critical items are resolved.</p>

All pre-deployment, deployment, and post-deployment tasks for the Installation Plan schedule shall include at a minimum:

- SECTION 1 – WBS number
- SECTION 2 – WBS name
- SECTION 3 – Resources performing the task activity
- SECTION 4 – Subsystem affected
- SECTION 5 – Task duration (includes start to finish of activities to complete the task)
- SECTION 6 – Planned versus actual time at the start of the task

2.8.2 Installation Meetings

The TSI shall schedule and attend weekly installation meetings during the installation phase of all projects. The TSI and all subcontractors shall ensure that appropriate personnel are present at these meetings. The TSI shall ensure the personnel is authorized to make decisions on behalf of the TSI. Appropriate updates shall be made to the Master Project Schedule, issue lists, status updates, and planned activities. The TSI shall prepare and distribute a meeting agenda at least 24 hours before each installation meeting. This agenda shall consist of those items pertaining to the installation schedule and activities for the previous and current week’s installation efforts. All issues recorded during installation activity for the week shall be discussed and resolved if possible. An open action items list shall also be maintained for any outstanding work items related to the installation meeting(s).

2.8.3 Installation Checklist

The TSI shall develop and submit to CTRMA to review an installation checklist for all TSI installation activities. The checklist shall detail all items required for the installation team to complete the installation process. A copy of the completed checklist shall be provided to CTRMA after the completion of all installation activities. The TSI shall ensure the arrival of hardware on-site (or staged locally) thirty (30) days before the installation. The TSI shall also perform all hardware verifications before the start of the installation. The installation checklist shall include the following, at a minimum:

1. Equipment/Device Description
2. Manufacturer
3. Model Number
4. Serial Number Release (for firmware if required)
5. Operating System (for comparison with design documentation and product-specific cut sheets)

2.8.4 Installation Work Restrictions

Daytime work will generally be allowed but must always be planned and approved by CTRMA.

The TSI shall coordinate with CTRMA and cooperate with other civil, electrical, or construction contractors as directed by CTRMA.

2.9 TRANSITION OF EXISTING FACILITIES

The TSI shall be responsible for transitioning from the existing legacy ETCS to the new ETCS. The TSI shall coordinate efforts and schedules with CTRMA's legacy ETCS contractor, their DPH provider, CUSIOP Hub, and the CTRMA's Pay by Mail (PBM) Violations Processing, Collections, and Customer Services contractor, as needed. The TSI shall provide a Transition Plan for each of the CTRMA facilities. This Transition Plan shall describe the methodology, process, and testing required to transition/cutover from the legacy ETCS to the new ETCS.

The transitioning and systems cutover shall ensure that operations are continuously maintained during the cutover process. Interruptions to the processing of tolls, data transmittal and storage, system reporting, system access, toll facility use, and auditing during the cutover period shall be minimized to the greatest extent possible. Any interruptions shall be thoroughly planned and documented in the TSI's transition plan and subject to approval by CTRMA.

The TSI shall begin transition work upon approval of the Work Authorization(s) as described in Section 2.2.1, Work Authorization and Project Delivery. Work Authorization approval is required for the initiation of Phase I, which includes implementation of the TFH and transition of the first facility ETCS. Each additional facility transition, as described in Phase II, shall commence upon successful completion of previous Work Authorizations and approval of each subsequent individual Work Authorizations specific to each facility. Phase III includes the final transition Work Authorization and transition of the last facility and a complete OAT for all previously implemented equipment, software, and systems. The order of the transition of each facility is

projected based on the current End-of-Life (EOL) dates for the currently installed equipment. The TSI may propose alternatives to the transition approached described herein for consideration by CTRMA.

2.9.1 Transition Plan and Full System Transition

The Transition Plan shall describe the TSI's approach to either use as is, upgrade, and/or replace all or some roadside tolling systems. It is assumed for this project that the new ETCS and CTRMA's ITS infrastructure will share space and reside within the same enclosures at certain plazas at the beginning of this contract. The transition plan for each facility shall be tailored for each Work Authorization to address any unique requirements, equipment, or transition considerations specific to each facility.

The TSI shall submit a Transition Plan to CTRMA for review, comment, and approval before the start of any transition activities. The Transition Plan shall provide a comprehensive description of all aspects of the transition activities associated with the project, including the following:

1. Transition approach, including the timing for the transition of system elements and facilities.
2. Information about the transition team.
3. Network cutover and maintenance.
4. Transition readiness assessment, including a risk matrix that identifies transition risks and proposes mitigation or elimination strategies. Reasonable scenarios of transition problems shall be presented and proposed actions to allow the transition to continue.
5. Facility operation during the transitions.
6. Toll Facility Host integration and operation to include image processing, trip building, dynamic pricing, TSI QA/QC, and support for the CTRMA auditing process.
7. Rollback approach, where the TSI shall provide information on how they ensure database integrity with rollback operations.
8. Predecessors and successors for all activities, including entry and exit criteria.

The TSI shall provide an initial Bill of Materials (BOM) for all hardware, COTS software, and equipment both supplied and reused under this contract, including spare inventory with the Transition Plan. All COTS hardware manufacturers, vendor contact, model or part number, and feature set information shall be described. The System Detailed Design Document (SDDD) submittal shall include the final BOM. CTRMA shall review and approve both the initial and final BOM.

The TSI shall provide an installation verification/checklist document to CTRMA for use in verifying that all transitioned systems (hardware) match appropriate design documentation. This checklist shall include the following, at a minimum:

1. Equipment/Device Description
2. Manufacturer
3. Model Number
4. Serial Number Release (for firmware if required)

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5. Operating system (for comparison with design documentation and product-specific cut sheets)

Table 2-48 provides additional information about the tasks the TSI shall address within the Transition Plan.

Table 2-48: Tasks and Activities Addressed in the Transition Plan

Task	Description
Transition Tasks and Activities	Includes all activities and deliverables for the installation of the zone controllers and all roadside devices, including integration to the TFH. These activities include general communications, coordination with CTRMA’s communications office, coordination with the existing maintenance TSI and the other CTRMA contractors, being aware of the current operating condition of all affected subsystems just before scheduled transition, and completion of subsystem training mainly related to handling maintenance alerts/alarms.
Pre-deployment Tasks	Includes tasks and deliverables required for a clean and successful cut-over and go-live, but that may precede the actual deployment by a few days or weeks. These tasks are where checklists are reviewed, resources are re-confirmed, advance notices of outages are communicated, and where agreements on formal roles and responsibilities are documented.
Deployment Tasks	These are the actual go-live tasks that are performed for the implementation, usually starting 24 to 48 hours before go-live. The Work Breakdown Structure (WBS) for the transition task shall include the activities of the involved parties.
Post Deployment Tasks	<p>These are all the quality monitoring and production verification tasks post-go-live to ensure all systems are operating efficiently and as expected, and data is accurately mapped to the proposed TFH. The incident management procedures for go-live shall be included in this section of the plan. These procedures shall include a daily report of all open incidents/tickets since go-live, their status and next steps to resolve, escalation procedures, and how CTRMA and its consultants shall have access and monitoring capabilities during post-deployment.</p> <p>The TSI shall propose a post-implementation support period for up to a maximum of four (4) weeks. This post-deployment period shall include additional TSI resources to monitor the system 24/7, report and communicate degradation in addition to MOMS incidents, and resolve problems. If there are still critical system deficiencies after four (4) weeks, CTRMA may extend this period until all critical items are resolved.</p>

All pre-deployment, deployment, and post-deployment tasks for the Transition Plan schedule shall include at a minimum:

1. WBS number
2. WBS name
3. Resources performing the task activity
4. Subsystem affected

5. Task duration (includes start to finish of activities to complete the task)
6. Planned versus actual time at the start of the task

2.9.2 Transition Meetings

The TSI shall schedule and attend weekly transition meetings during the transition of each facility. The TSI and any subcontractors shall ensure that appropriate personnel are present at these meetings. The personnel shall be authorized to make decisions on behalf of the TSI. Appropriate updates shall be made to the Master Project Schedule, issue lists, status updates, and planned activities. The TSI shall prepare and distribute a meeting agenda at least 24 hours before the scheduled meeting. This meeting agenda shall consist of those items pertaining to the transition and schedule for the previous and current week's transition efforts. All issues recorded during the transition activity for the week shall be discussed and resolved if possible. An open action items list shall also be maintained for any outstanding work items related to the transition meetings.

2.9.3 Transition Checklist

The TSI shall develop and submit to CTRMA to review a transition checklist for all TSI transition activities associated with the system. The checklist shall detail all items required for the transition team to complete the transition process. A copy of the completed checklist shall be provided to CTRMA after the completion of the transition activity. The TSI shall ensure the arrival of hardware on-site thirty (30) days before the transition. The TSI shall also perform all hardware verifications before the start of the transition.

2.9.4 Transition Work Restrictions

Daytime work will generally be allowed but must always be planned and approved by CTRMA. The TSI shall coordinate with CTRMA and cooperate with other civil, electrical, or construction contractors as directed by CTRMA.

2.9.5 Reuse of Equipment

The TSI has the option to re-use roadside tolling equipment/devices, along with all existing infrastructure, conduits, cabinets, hub buildings, and electrical and communications equipment and cabling. For any/all re-used equipment, the TSI's delivered system shall conform to the contractual functional and performance requirements for the term of the contract. CTRMA does not assert the condition, functionality, or performance of any currently installed equipment.

If the TSI determines the existing infrastructure requires modification to support the installation of the new ETCS, the TSI shall submit installation drawings detailing installation requirements for CTRMA's review, approval, and professional engineering stamp. The TSI shall maintain all documentation regarding the equipment installation and make it accessible to CTRMA or their representatives upon request.

The TSI shall determine the condition and fitness for the reuse of any currently installed equipment during the site surveys before the submittal of the TSI's Proposals. The TSI will

have additional opportunities to determine the condition and fitness for the reuse of currently installed equipment before each Work Authorization.

The TSI shall provide all other equipment under this Scope of Work to meet the requirements detailed herein and all applicable SLAs, as described in Appendix F, Service Level Agreement. Additionally, following the appropriate CTRMA-approved equipment disposal procedures, the TSI shall de-install, remove from the premises, and properly dispose of any existing equipment not reused.

If cabinets are full of ITS devices, in addition to the ETCS hardware, the TSI’s approach may involve a new cabinet be attached to the existing enclosure, or a new cabinet mounted next to the existing cabinets to create a pass-through via conduits. The new enclosures would provide space for the ETCS equipment, while the old cabinet remains in place for the ITS. If CTRMA relocates the ITS hardware, these conduits could be removed, and a watertight cover placed over the holes to return the cabinet(s) to a National Electrical Manufacturer Association (NEMA)-4 rating.

The transition approach contains distinct phases and scheduling requirements for the transition of each existing facility and implementation of the new ETCS as it replaces elements of the Legacy ETCS. The transition approach requires concurrent activities from the TSI and integration with CTRMA’s DPH, which ultimately serves as CTRMA’s central transaction processor and gateway to the CUSIOP Hub and CTRMA’s PBM back office. CTRMA has defined a transition approach described in the following sections. TSI’s may propose an alternate transition approach for CTRMA’s consideration. Any proposed transition approach must adequately address cost, risk, schedules, continuity of service, and operational efficiency during and after the period of transition.

2.9.6 Transition Phases

The transition approach is divided into three overall phases, generally delineated by the successful completion of major milestones in the preceding phase. Checklists for Phases I, II, and III can be found in Table 2-49.

The project starts in Phase I. Phases II and III starts when all the required items found in the checklists for the previous phase are completed as defined in each specific Work Authorization.

Table 2-49: Transition Phases/Completion Milestones

Transition Phase	Measure From	Calendar Duration
Phase I	NTP	365 days, or TSI schedule, whatever is less
Host FAT	NTP	365 days (12 months)
DPH Integration	NTP	365 days (12 months)
290 Toll Install	End of Host FAT	14 days
Roadside FAT	End of 290 Toll Install	30 days
Work Authorization I completed		
Phase II	End Phase I	
183A Toll Install	End of 290 Toll Install	No later than December 31, 2024

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Transition Phase	Measure From	Calendar Duration
Work Authorization II completed		
71 Toll Install	End of 183A Toll Install	No later than December 31, 2024
Work Authorization III completed		
MoPac EL Install	End of 71 Toll Install	No later than December 31, 2024
Work Authorization IV completed		
45SW Toll Install	End of 183A Toll Install	No later than December 31, 2026
Work Authorization V completed		
Work Authorization VI completed		
183S Toll Install	End of 290 Toll Install	No later than December 31, 2027
Phase III - OAT	Phase II Completion	60 days (2 months)
Work Authorization X completed		

2.9.6.1 Phase I Transition

This phase includes the design, development, fabrication, and testing of all software and components of the ETCS, including the successful performance of a TFH Factory Acceptance Test (FAT) and Roadside FAT. The TSI shall perform each FAT with the participation of CTRMA and CTRMA’s representatives. The transition from the Legacy ETCS to the new ETCS will require several steps. These steps are defined in Table 2-50 and depicted in Figure 2-20 through Figure 2-24.

Steps 1 - 3 are not the responsibility or within the scope of the new TSI’s work but are prerequisites for the Phase I transition to begin.

Table 2-50: Phase I Transition Steps

Step	Phase I Activities	Reference Figure
Step 1 (CTRMA)	Implementation of CTRMA’s DPH: 1. CTRMA develops and implements the CTRMA DPH. 2. CTRMA’s DPH is fully functional and ready to begin integration testing.	Figure 2-20
Step 2 (CTRMA)	Integration of CTRMA’s DPH to the CUSIOP Hub and CTRMA’s Pay By Mail back office system: 1. CTRMA completes certification testing with CUSIOP. 2. CTRMA completes testing with CTRMA’s Pay By Mail back office system contractor.	Figure 2-21
Step 3 (CTRMA)	Transition of Partner RMA interfaces from Legacy TSI Host to the CTRMA DPH: 1. For CTRMA to decommission the Legacy TSI Host, NET RMA and CCRMA must transition to the DPH. 2. The DPH will now serve as a gateway for partner RMAs to exchange data with the CTRMA PBM BOS and the CUSIOP Hub.	Figure 2-22

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Step	Phase I Activities	Reference Figure
	<ol style="list-style-type: none"> 3. CCRMA operates its own BOS independently of CTRMA/NET RMA. 	
<p>Step 4 (TSI)</p>	<p>The New TSI designs, develops, tests, and integrates the new TFH to CTRMA’s DPH:</p> <ol style="list-style-type: none"> 1. The new TSI will implement and test the new TFH to ensure the TFH can communicate with the DPH and is ready to accept transactions from CTRMA’s existing roadside facilities. 2. All reporting, auditing, and reconciliation continue through the Legacy ETCS. 3. The new TFH is to be ready to process VES images, transactions, transmit all required data to the DPH, and generate all required reports. 4. The new TFH is thoroughly tested, and all functionality is validated, including: <ol style="list-style-type: none"> a. AVI and video transaction processing b. Trip building c. Dynamic pricing d. Lane monitoring and control e. Reporting f. MOMS g. Equipment monitoring h. DPH integration testing completed 	<p>Figure 2-23</p>
<p>Step 5 (TSI)</p>	<p>The TSI begins the transition of the first facility from the Legacy ETCS to the new ETCS and the new TFH:</p> <ol style="list-style-type: none"> 1. The new TSI prepares for equipment installation, testing, and cutover of the first roadside facility from the Legacy ETCS to the new TSI ETCS. 2. Roadside FAT testing has begun. 3. Roadside FAT data has been compiled, reviewed, and approved by CTRMA. 4. The transition of all in lane hardware at 290 Toll is complete. 5. All legacy hardware is appropriately disposed of according to the CTRMA policy. 6. New toll lanes transactions at 290 Toll are flowing directly to the new TFH. 7. Toll transactions for the transitioned facility are now processing through CTRMA’s DPH and submitted to the CUSIOP Hub and CTRMA’s Pay By Mail BOS for further processing. 8. The network is transitioned over to the new TSI for transitioned facilities. 9. Site Commissioning is complete at 290 Toll. 10. Legacy system components are disposed of per the CTRMA requirements. 	<p>Figure 2-24</p>

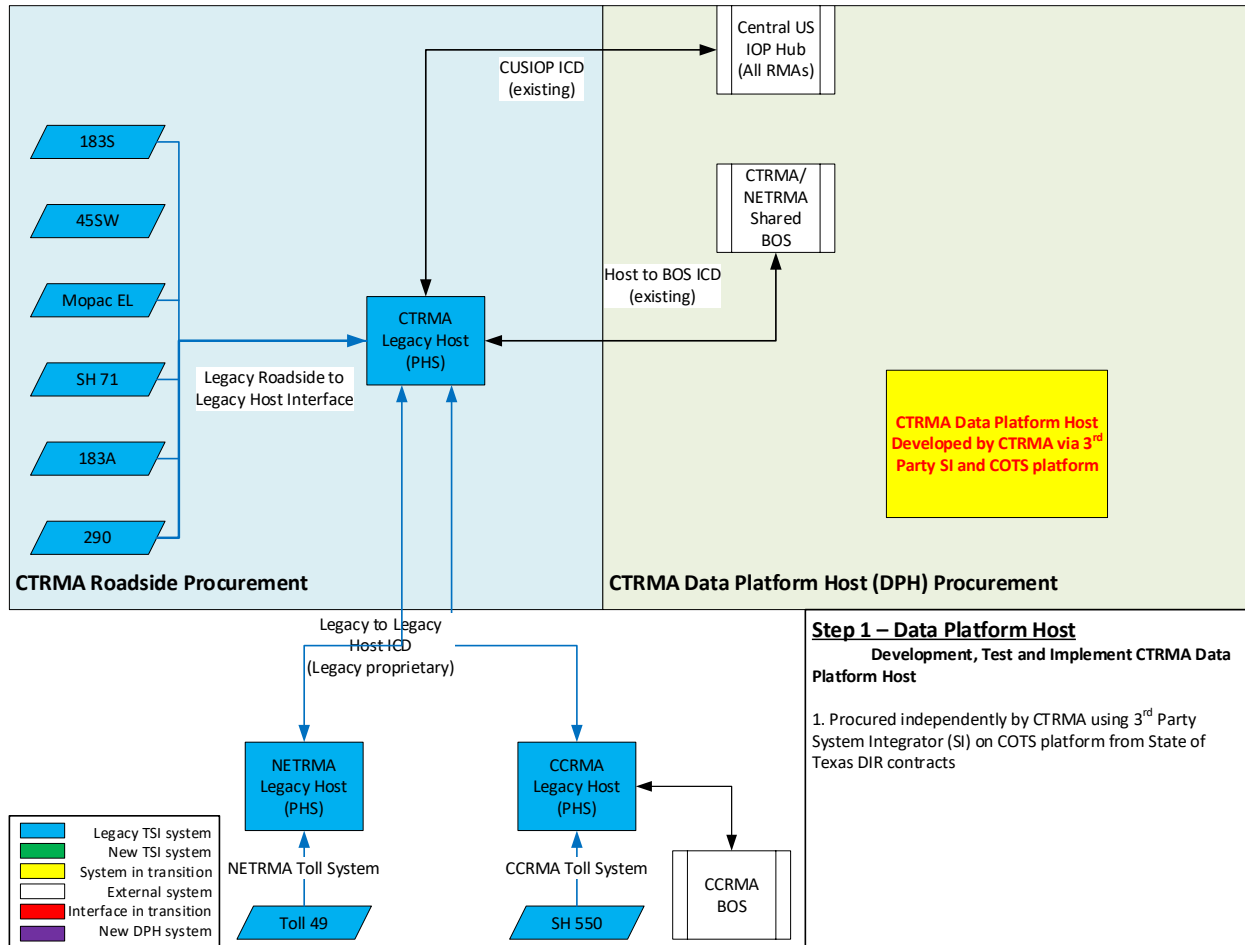


Figure 2-20: Step 1 - Implementation of CTRMA's Data Platform Host

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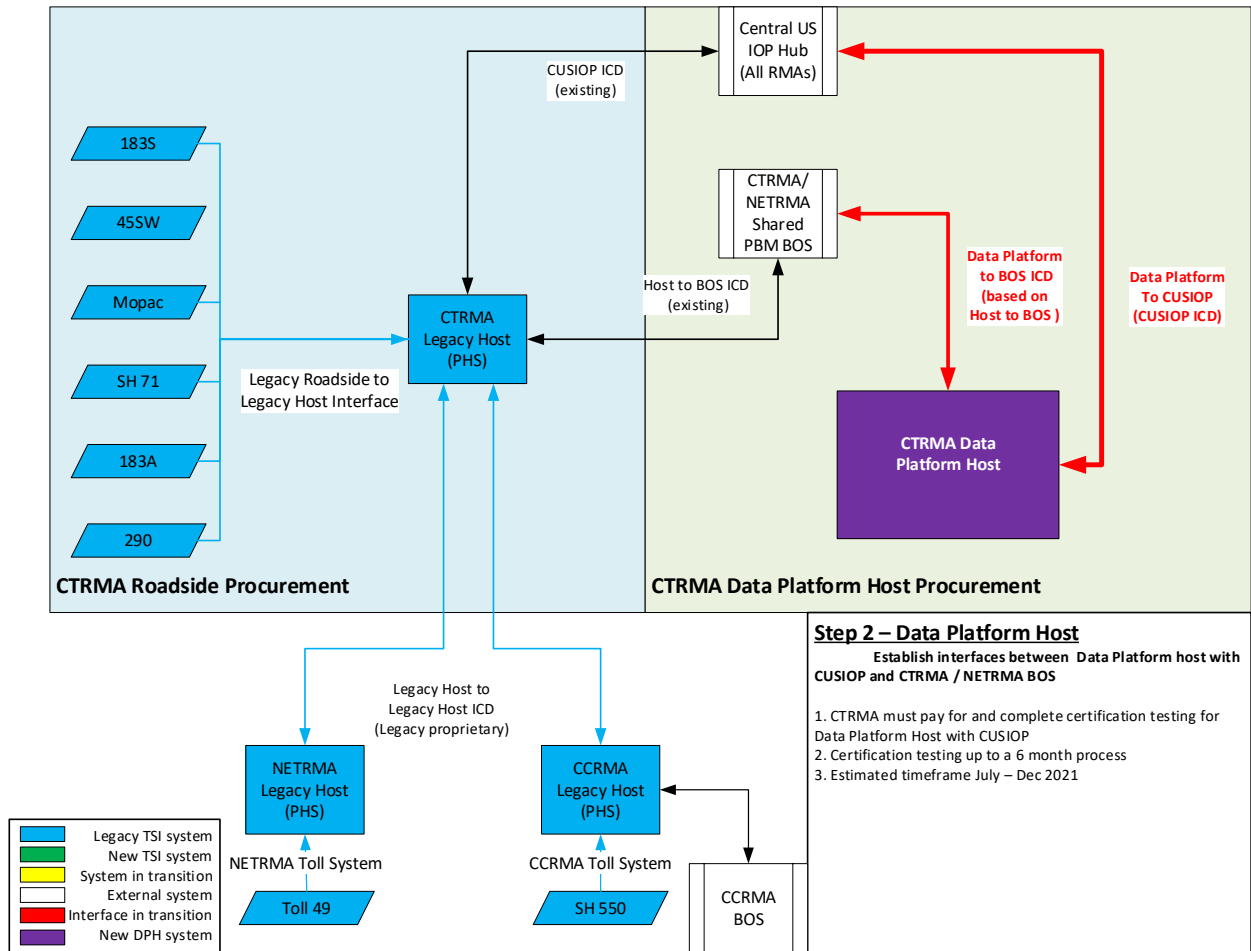


Figure 2-21: Step 2 - Integration of CTRMA's Data Platform Host

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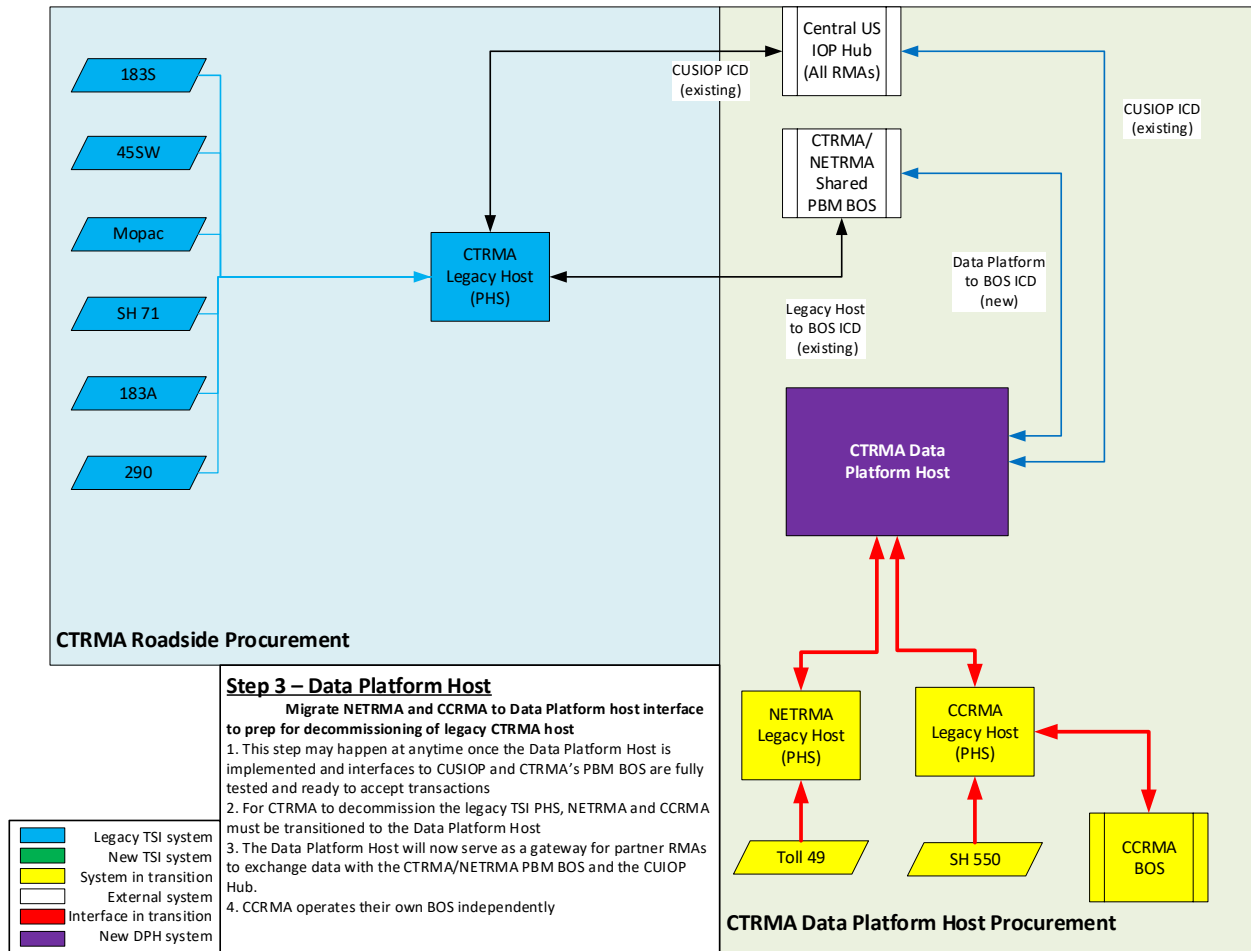


Figure 2-22: Step 3 - Transition of Partner RMA interfaces from legacy TSI Host

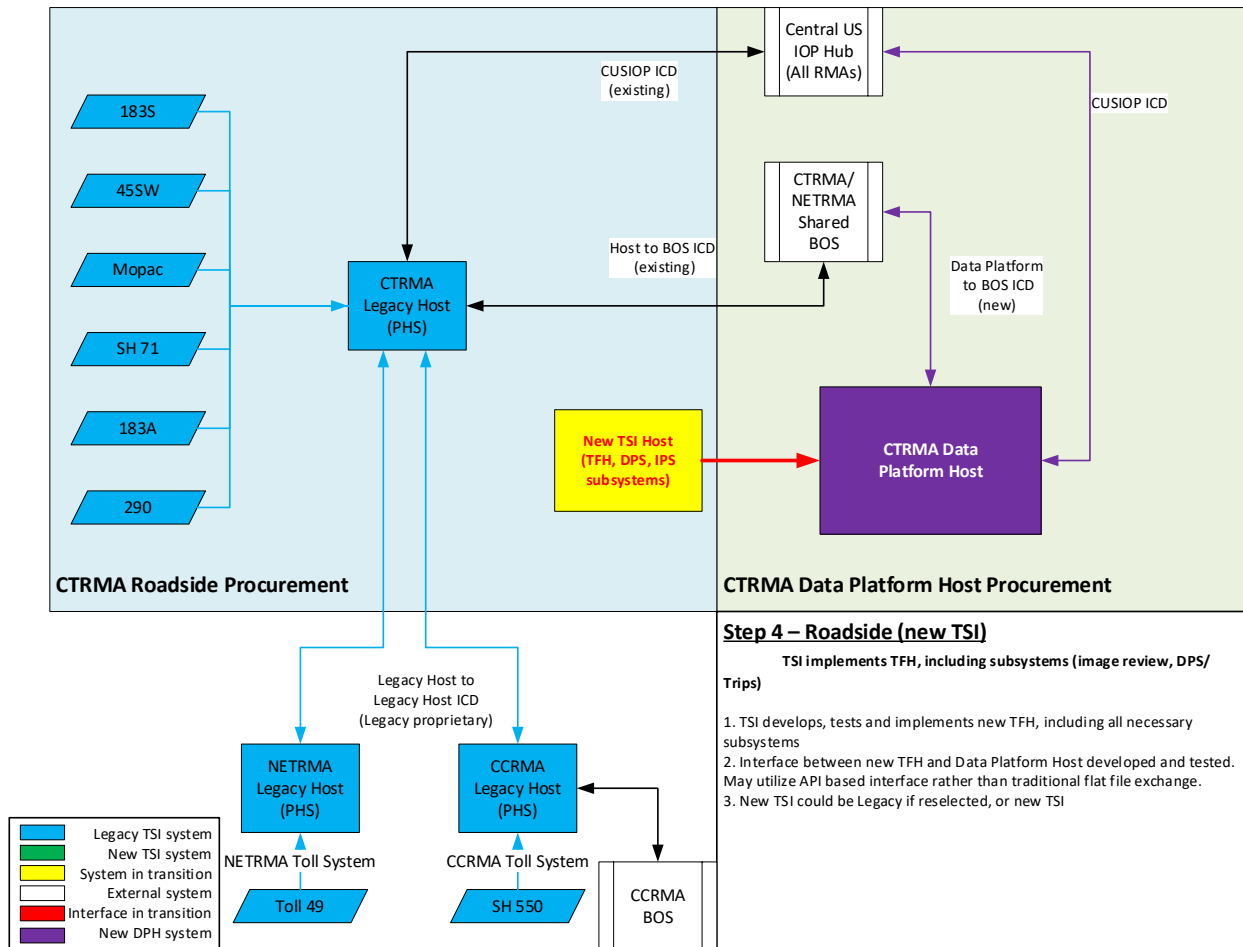


Figure 2-23: Step 4 - New TSI designs, develops, tests, and integrates the new TFH

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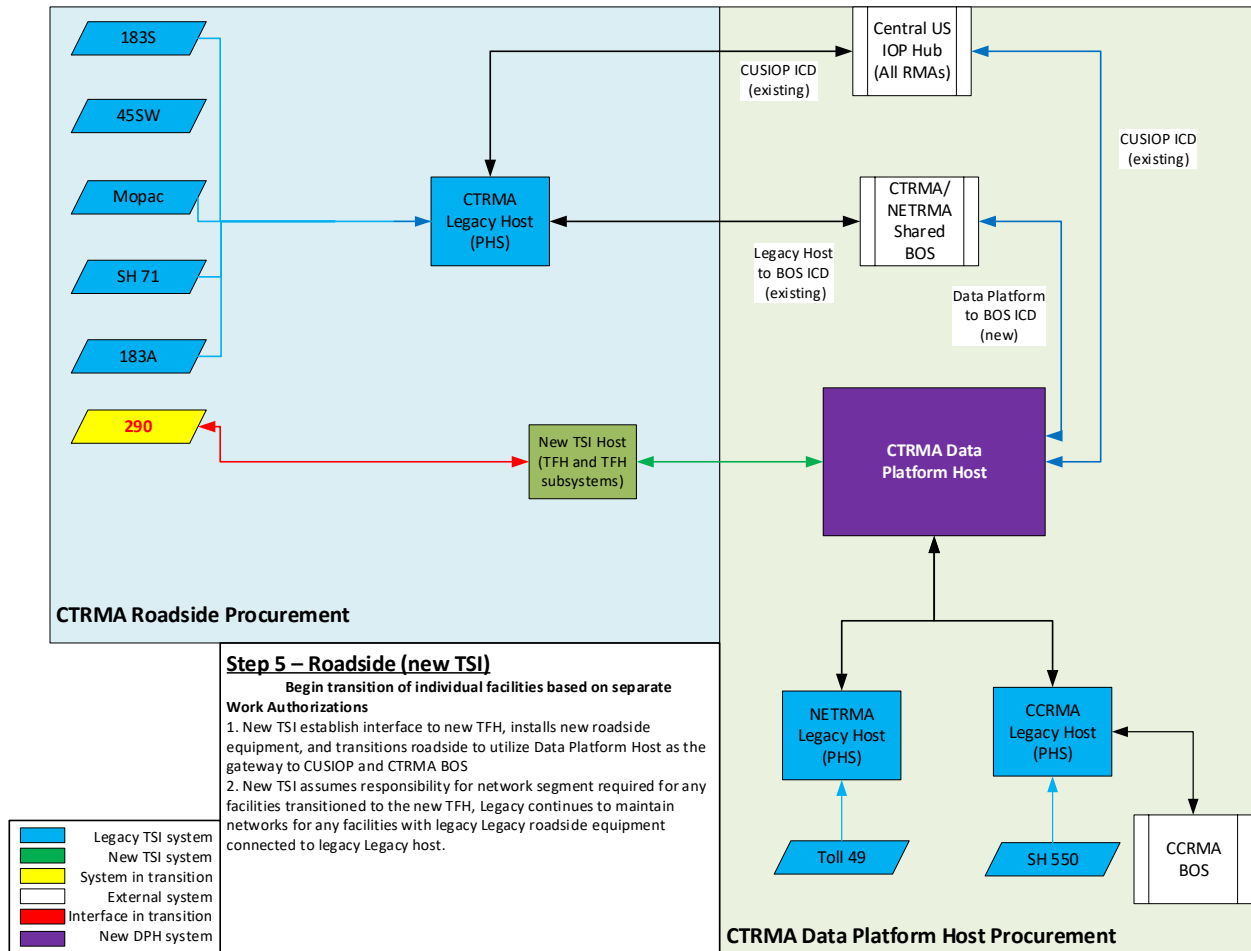


Figure 2-24: Step 5 - TSI begins the transition of the first facility

2.9.6.2 Phase II Transition

This phase includes all field equipment installations on the remaining CTRMA facilities, on-site testing, and debugging and commissioning testing. The transition of each phase requires Work Authorization development and approval by CTRMA.

Phase II toll facility conversions may occur in the order shown in Table 2-51. The following schedule is based on original installation dates and expected EOL dates for the installed equipment. The EOL dates represent the maximum duration the existing equipment may remain in use based on the TSI’s proposed Transition Plan and reuse of currently installed TSI equipment before it must be replaced. This schedule may be adjusted (accelerated or reordered) based on the TSI’s proposed alternative transition schedule and agreement by CTRMA.

Table 2-51: Phase II Transition Schedule

Facility	Hardware Refresh Year	Equipment life expectancy (+7 years after installation)
290 Toll	2015 and 2020	2022 and 2027
183A Toll	2017 and 2018	2024 and 2025
71 Toll Lane	2017	2024
MoPac Express Lane	2017	2024
45SW Toll	2019	2026
183 South Toll	2019, Phase 2 2020 (<i>under construction</i>), and Phase 3 2022 (<i>under construction</i>)	2026, 2027 and 2029

This phase includes all field equipment installations on the remaining CTRMA facilities, on-site testing, and debugging and commissioning testing.

Table 2-52: Phase II Transition Steps

Step	Phase II Activities	Reference Figure
Step 6 (TSI)	<p>Transition of existing toll facilities to the new TFH continues:</p> <ol style="list-style-type: none"> 1. Transition of the existing toll lanes to the new Toll Facility Host continues. 2. Transactions are forwarded from the new TFH to CTRMA’s DPH. 3. The transition of each facility is managed with individual Work Authorizations approved by CTRMA. 4. As each facility is transitioned, the TSI is responsible for SLAs and maintenance. 	Figure 2-25
Step 7 (TSI)	<p>Complete transition of existing toll facilities:</p> <ol style="list-style-type: none"> 1. Transition of the existing toll lanes to the new TFH continues until all facilities are transitioned. 2. All transactions are forwarded to CTRMA’s DPH. 3. Complete network is transitioned over to the new TSI. 	Figure 2-26

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Step	Phase II Activities	Reference Figure
	4. The new TSI is responsible for all Legacy Plazas across all the CTRMA facilities. 5. Legacy TSI no longer has access to any aspect of the Legacy ETCS or network. 6. All the spare parts of CTRMA have been transferred over to the new TSI. 7. All reporting, audit, and reconciliation is now through the new TFH and DPH.	

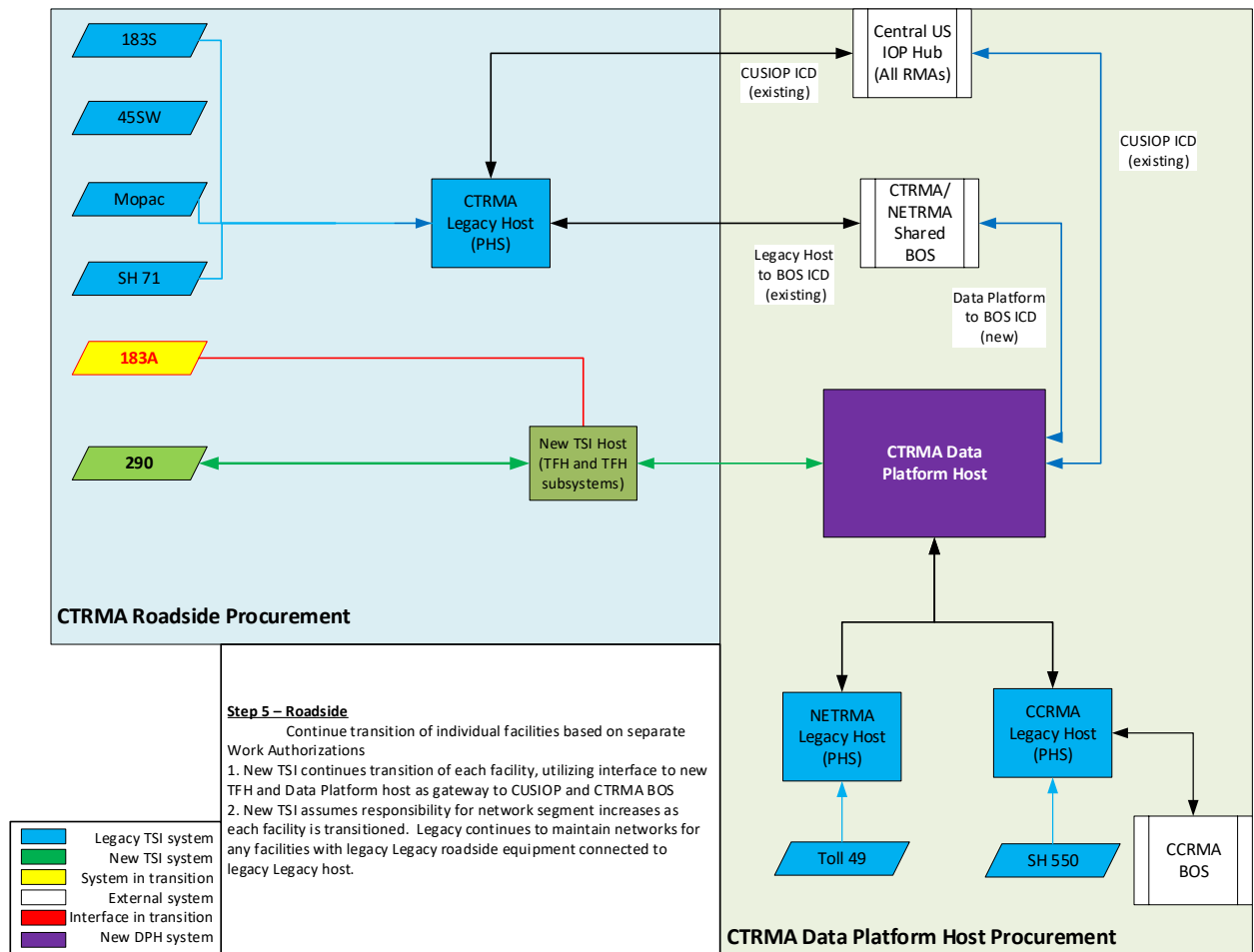


Figure 2-25: Step 6 - Transition of existing toll facilities to new TFH continues

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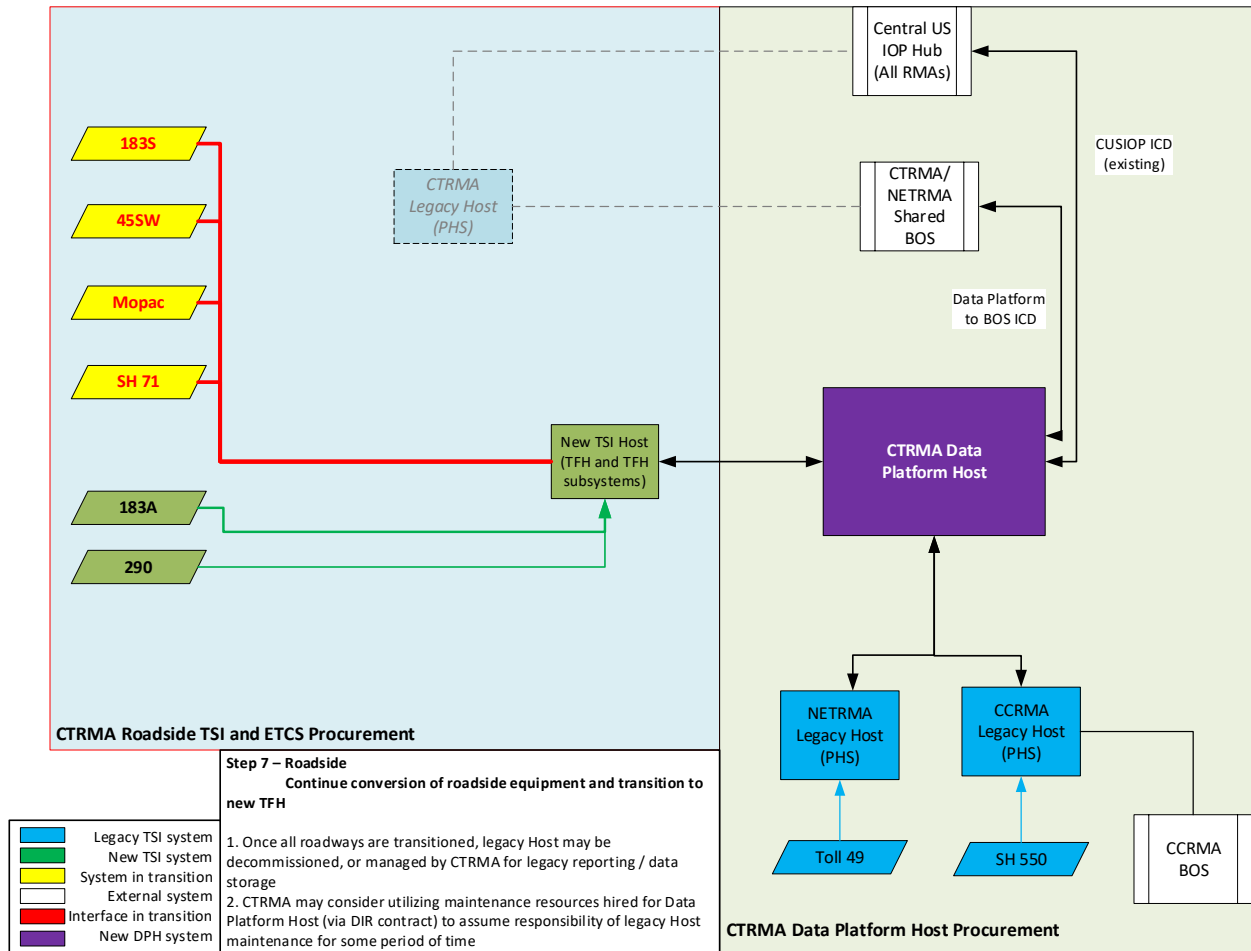


Figure 2-26: Step 7 - Complete transition of existing toll facilities

2.9.6.3 Phase III Transition

This is the performance evaluation period of thirty (30) days after the entire ETCS is completed. During these thirty (30) days, the TSI shall identify, report, and address any outstanding problems it discovers, and shall fully report on performance requirements during the first two monthly reporting periods. The TSI shall submit all final toll facility and network as-built documentation.

Table 2-53: Phase III Transition Steps

Step	Phase III Activities	Reference Figure
Step 8 (TSI)	Final Operational Acceptance Test (OAT): <ol style="list-style-type: none"> The Legacy TFH is powered down and removed from the system. Final OAT occurs for all the TSI-provided systems, software, and equipment. As new facilities come online, integration is completed directly to the new TFH. 	Figure 2-27

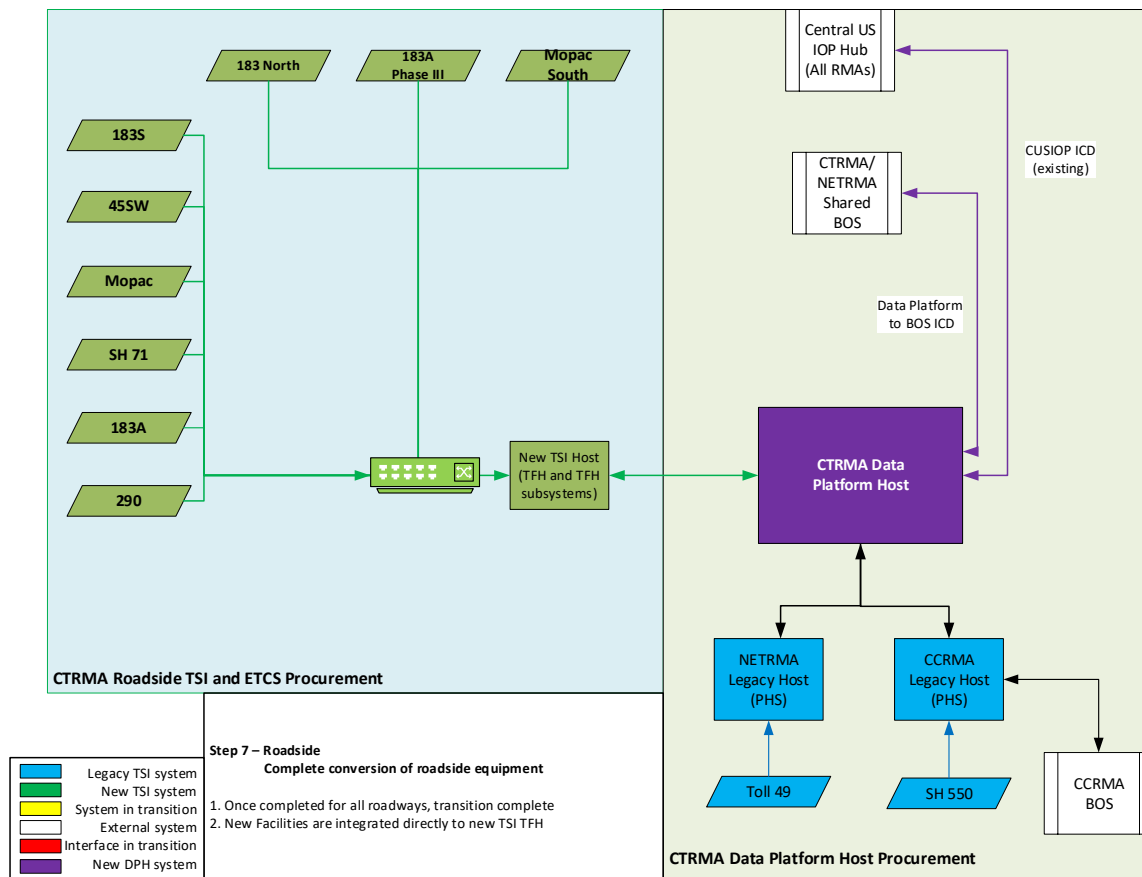


Figure 2-27: Step 8 – Final System Acceptance of complete ETCS

2.10 MIGRATION/MIGRATION PLAN

The data migration requirements have been removed from the scope until further discussions can occur with the system integrator. CTRMA plans to migrate the majority of the data to the DPH.

2.11 PROJECT DOCUMENTATION

CTRMA will accept no more than three (3) original first submittal documents from the TSI per review cycle. CTRMA shall accept additional documents within a review cycle provided the additional documents represent materials previously reviewed by CTRMA, and now contain new TSI updates that address CTRMA comments.

The TSI shall maintain a tracking tool, posted in an accessible location to CTRMA, for maintaining document submittal and review status. The TSI shall update the tool weekly for document submittals in a two (2) week look ahead, and in real-time for submittals sent to CTRMA for review, and for reviewed documents received from CTRMA.

Note: The Transaction Aggregation functionality is an option to be determined by CTRMA. If CTRMA decides for the TSI to implement transaction aggregation, this functionality shall be addressed in the appropriate documentation, including testing.

2.11.1 Requirements Traceability Matrix

The TSI shall prepare and submit a Requirements Traceability Matrix (RTM) during the system requirements and design phase of the project. The RTM shall document, at a minimum, the following:

1. All requirements as described herein with a unique ID and unchanging number.
2. The intended primary and secondary (if any) means used to verify the requirement, such as inspection (I), analysis (A), demonstration(D), or test (T).
3. The uniquely identified test procedure or script number used to verify a requirement.
4. The date verified (to be used during testing and verification).

The RTM shall trace verification of all requirements contained in the Scope of Work back to their source (e.g., SOW, or Business Rule, or via discovery) and forward to their design element and eventual test cases.

The RTM shall include the following, at a minimum:

1. System requirements shall reflect its associated SOW section numbers for each requirement (to lowest level section).
2. Business rules shall be linked and can be traced to its associated system requirements.
3. Derived requirements from CTRMA's Business Rules that cannot be linked to the SOW system requirement.
4. Engineering requirements derived from SOW requirements that result in a testable set of requirements.
5. Design elements contained in the SDDD (to lowest level section).

6. Verification method.
7. Test cases as applicable per verification method.
8. Training modules as applicable.
9. The TSI shall maintain the documentation traceability of RTM by the document management system and as part of change control for the duration of the contract. In this way, a change order or defect/deficiency fix or repair could result in changes to other components or system elements and therefore require an update to the RTM. Refer to Section 2.7.6.5 for more information on the document management system. After system acceptance, the TSI shall provide any changes to the RTM. These changes shall be submitted to CTRMA for approval.
10. The TSI shall update the RTM for each facility Work Authorization and through the maintenance period.

The TSI may include additional tracing elements information in the RTM to assure all requirements are accounted for as part of the design and development phases before commencing system testing.

2.11.2 Interface Control Documents

As part of the requirements phase for the project, the TSI shall define a list of interfaces and related requirements for the project. During the design phase, the TSI shall develop appropriate ICDs for CTRMA's review, comment, and approval. These ICDs shall fully describe the interfaces, including file formats, message delivery guarantee structure and receipt acknowledgment, error checking and handling, retransmission procedures, archiving, and other related specifications.

These ICDs shall address the physical, functional, and performance aspects of all interfaces. Data flow diagrams shall be used to illustrate the objectives of the interface. The ICD shall provide information on the proposed security protection consistent with the public exposure of the interface data.

The TFH shall be required to interface with CTRMA's DPH.

2.11.3 System Detailed Design Documents (SDDD)

As part of the design phase of the project, the TSI shall submit an SDDD that provides the proposed system architecture, design specifications of all equipment, hardware, and communications/network gear, and a description of the software functionality and associated data flow. The development of the SDDD shall begin with a thorough discovery process for capturing and updating all applicable CTRMA Business Rules and requirements. The CTRMA Business Rules can be found in CTRMA, Lane System Business Rules. Proposed items and equipment shall meet electrical, communication, and environmental requirements and shall be compatible with expected loads, exposure, and peak usage. Software design shall describe the various modules intended to provide functionality and processing, as required by CTRMA.

The SDDD shall present the logical design of the ETCS, including data flow diagrams for various processing queues, entity-relationship diagrams, and the data dictionary.

During the design phase of the project, the TSI's draft submission shall be followed by an initial review and comment period, after which design reviews shall take place. Upon completion of design reviews, the SDDD shall be revised and re-submitted to CTRMA for final review and approval.

The SDDD shall include the following, at a minimum:

1. The specification sheets for all equipment, including a full hardware manual set for all COTS hardware and compliance matrix, relative to requirements
2. Full description for all COTS software, including software manual sets
3. Computer/server sizing and design details
4. The system, subsystem, and module-level descriptions and interaction between modules
5. Comprehensive schema describing the database(s)
6. Business Rules
7. The requirements for all peripheral device interfaces
8. Preliminary report samples and formats
9. Description of system diagnostics, status monitoring, and error handling.
10. Description of redundancy and failover processes
11. Interface Control Documents
12. File and transaction and maintenance message formats
13. User interface design, including menus and screens
14. Database design including entity relationship modeling and data dictionary
15. Data integrity assurance plan
16. System and physical security design description and layout
17. Data communications/network diagram highlighting proposed changes and interconnection points
18. Estimated data communication load and existing bandwidth capacity

The SDDD shall include the following network administration information:

1. Network architecture with a graphic representation of all hardware components, their interconnections, and identify interfaces to other toll system elements as well as any external systems.
2. Provide data loading analysis that identifies the type, amount, and frequency of data transmission as well as the data flow through all communications paths. An analysis of bandwidth requirements for each data path shall be provided.
3. Detailed diagrams and technical specifications of network components, hardware, software, communications protocols, and network topologies to be used in the system design.
4. Techniques utilized to ensure the network(s) shall meet the volume of transaction/data traffic to meet the system performance requirements.
5. Rack, cabinet, and enclosure layouts for each network location, including the dimensions of each.

6. Tools and processes used to detect and isolate failures.

The TSI shall provide read-only database access of the production system or another database instance where the data is recent up (to a day old) to authorized users of CTRMA and its third-party consultants. The TSI shall provide cut sheets for all equipment that is provided for the ETCS and, where cut sheets are not available, links to web sites with product details, specifications, and requirements shall be provided.

The TSI shall submit the as-built SDDD, including all changes made during the software development, installation, and testing phases per Section 4, Project Deliverable Schedule.

As the new facilities come online, the TSI shall update the as-built documentation through the document management system.

2.11.4 Disaster Recovery Plan

The TSI shall provide a Disaster Recovery Plan (DRP) for CTRMA's review, comment, and approval. The DRP shall include the following, at a minimum:

1. Initial subsystems damage assessment procedure and checklist
2. Architecture and description of redundant subsystems and failover processes
3. Maximum successful failover time to DR/redundant site as confirmed by annual failover testing 8 hours
4. Roadside equipment data latency assessment.
5. Emergency contact list
6. Personnel roles and responsibilities
7. Details of the procedures/processes used in the event of the complete destruction of a TFH site, including relocation plans
8. Business Continuity Plan
9. The disaster recovery plan shall be kept current throughout the life of the contract and tested as part of Integration testing, and annually thereafter

2.11.5 Backup, Recovery, and Data Archive Plan

The TSI shall develop and submit a Backup, Recovery, and Data Archive Plan during the design phase of the project for CTRMA's review and approval. This plan shall address all aspects of the backup, recovery, and archive strategies and processes, including the following:

1. Backup and recovery plan for all applications, databases, and storage subsystems
2. Backup and recovery plan for all roadside subsystems (e.g., zone controllers and VES data processing units/controllers)
3. Integration with MOMS to include alerts and notifications of the success or failure of backup systems or jobs
4. Details on data archiving: disk to disk, disk to selected media, and rotational schedule of selected media and offsite storage as well as the frequency of full and incremental data backup for all servers/systems

The TSI shall demonstrate the Backup, Recovery, and Data Archive Plan during system integration testing, and then annually after that. CTRMA or the CTRMA-designated representatives shall witness this demonstration.

2.12 TRAINING PROGRAM

The following sections provide information regarding the training program.

2.12.1 General Training Requirements

The TSI shall provide training designed to educate the CTRMA-designated personnel in the operation, use, and maintenance of the ETCS. A training course and materials shall be designed to support training during the implementation phase.

CTRMA shall provide a facility for conducting the training session. The TSI shall make reservations for any use of the CTRMA training rooms in advance. The training session can only be conducted between the hours of 9:00 am to 3:00 pm Monday through Friday. The TSI shall plan the training course, content, and resources such that up to six (6) trainees could be trained at once. The TSI shall provide its training equipment, including projectors and laptops.

The TSI shall deliver and maintain training materials including instructor guides, student workbooks, self-guided tutorials or videos, and all training course content including visual aids, technical manuals, diagrams, PowerPoint presentations, and loose handouts as needed for any TSI delivered training. The TSI is responsible for any needed updates to training materials discovered during live training sessions. All training course content, training materials, and documentation shall be reviewed and updated as needed to stay current as part of any change orders and as part of the maintenance of the RTM. On an annual basis, training content that is no longer relevant shall be purged from the training curriculum. Any changes or purging of training content shall be pre-approved by CTRMA.

2.12.1.1 Training Plan

The TSI shall develop a Training Plan for CTRMA's review, comment, and approval. The Training Plan shall include a sample training course with sample training materials so that CTRMA can review and provide comments on the TSI's training content delivery methodology and the overall intended look and feel of training content and materials. The TSI shall submit and gain comments and approval on its Training Plan before developing and submitting the individual training courses to CTRMA for approval. Additionally, the Training Plan shall provide the following for each training course:

1. The purpose of the course
2. The qualification requirements for the trainer(s) and the intended audience
3. Course content outline/summary
4. Estimated training course duration
5. Training materials to be provided
6. All equipment required for delivery

7. Any logistical requirements, such as if the training is to be conducted in a classroom or roadside

Following the approval of the Training Plan, specific training course content and materials shall be submitted to CTRMA for review, comment, and approval. The training course shall be included as an addendum in the Training Plan and shall be customized to meet the needs of the intended audience.

Once the course is approved, the TSI shall produce sufficient copies of the training course material as needed to accommodate the estimated number of personnel who shall attend each training class and maintain a reproducible set of documentation electronically as part of the RTM. The Training Plan shall include how all training materials shall be generated and maintained electronically over time so that at the end of the contract, all training materials are current. Additionally, the Training Plan shall describe how the TSI's training staff shall coordinate with the TSI's documentation and requirements traceability resources to ensure all training content is maintained as part of the RTM.

2.12.1.2 Training Course

The TSI shall provide, at a minimum, the following training course for CTRMA's review, comment, and approval. The training course shall be developed, reviewed, and updated based on CTRMA's review and comments, and added as addendums to the Training Plan.

The courses shall provide students with an understanding of the ETCS, including hands-on training. These courses are designed primarily for the CTRMA managers, public information and marketing staff, Information Technology (IT) personnel, and others who require a basic understanding of the entire ETCS. These courses shall discuss system functionality, including, but not limited to, the lane, the TFH, trip building, and dynamic pricing, user, and other relevant interfaces.

These courses shall be offered three times during the Training Program and shall provide information on the following:

1. High-Level Overview of Entire Solution
 - a. TFH
 - b. Interfaces
 - c. Roadside System
 - d. Digital Video Audit Systems (DVAS) system
 - e. Audit and Reconciliation
 - f. Dynamic Pricing and Trip Building
2. Reporting
3. MOMS

2.12.1.2.1 Training Program Delivery Schedule

The TSI shall develop a training schedule (as part of the project schedule), which identifies the delivery of the full set of training materials, including instructor guides, student workbooks, and all training course content for CTRMA's review, comment, and approval.

Additionally, all courses (training material, manuals, and training classes) must be delivered to the CTRMA trainees to ensure that CTRMA and their authorized representatives are adequately prepared to evaluate system performance before and during system integration and OAT.

All training courses must be completed before System Integration Testing (SIT).

2.13 SYSTEM TESTING

The TSI shall conduct testing of the ETCS to validate functionality, availability, reliability, accuracy, and compliance to the requirements of this SOW or any changes to requirements due to change orders or break/fix activities. This includes all functionality delivered by the proposed ETCS and all third-party components.

The TSI shall conduct internal tests of the ETCS and interfaces (dry runs) following approved test plans and procedures before CTRMA observes formal test phases. Internal (dry run) testing shall be successfully completed by the TSI no less than two weeks before the formal test phase that it precedes. The TSI will provide the results of these dry runs to CTRMA before the commencement of the formal and observed tests. CTRMA may require the TSI to re-run the internal tests before conducting a formal and observed test if the preliminary test results do not indicate the test would be passed per the test plan and procedures.

The TSI shall document, by way of an issues list, all defects and issues discovered during formal and observed test phases. All issues and defects shall be assigned a resolution date and severity/priority level. This issues list shall be provided to CTRMA within two (2) days of completion of the formal test phase. The TSI shall be responsible for tracking all defects and issues found during all testing phases until a complete resolution is reached with CTRMA's approval. CTRMA may require that updates to this issue list be submitted to CTRMA and software demonstrations performed to verify that the updates have been completed. All defects must be fixed, tested, and resolved to CTRMA's satisfaction in each formal test phase before moving onto the next phase of testing or final system acceptance. At CTRMA's sole discretion, minor defects may be allowed to be scheduled for resolution after the completion of a formal test phase.

The TSI shall maintain and have readily available a test environment operating the current ETCS production software version for the duration of the contract, for the following, at a minimum:

1. Change order deployment and demonstration
2. Defect triage and break-fix
3. Toll Interoperability changes
4. Third-party interface testing

2.13.1 Master Test Plan

The TSI shall submit a Master Test Plan to CTRMA for review, comment, and approval. This Master Test Plan shall provide the standards for developing individual test plans and procedures for the different phases of formal testing. These standards shall describe how each formal test shall be conducted, document test procedure format, discrepancy/issue/defect

severity level definitions, discrepancy/issue/defect tracking, and the entry, exit, and acceptance criteria for each test phase. CTRMA must approve entry and exit criteria for all test phases. All functionality delivered by the ETCS shall be demonstrated/tested, and the Master Test Plan shall describe these demonstrations and guidelines for creating test procedures in the individual test plans. The Master Test Plan shall describe the overall testing strategy and test procedure standards, whereas each formal test shall have its own test plan comprised of detailed test cases and procedures.

The TSI shall use the following priority levels with associated descriptions for all test phases and describe their approach to the handling of these priority levels in the Master Test Plan.

1. **Priority One:** A defect that stops the execution of an individual test and causes the execution of related tests not to be executed. This class of defect is reserved for problems that require testing to stop and shall be used only for the most critical of defects. Typical characteristics of this class of defect include the following:
 - a. The defect is related to a legal or revenue issue that must be resolved before deployment. The system cannot go into production until the defect is fixed.
 - b. The defect will result in a customer-facing issue for CTRMA.
 - c. It will directly impact users or operations in a major, noticeable way.
 - d. It occurs (or will occur once the application is released) quite often (e.g., daily) in actual production or simulation.
 - e. There is no real workaround.
 - f. The defect causes downtime to the point the applicable availability SLAs is not able to be met for the OAT period.
2. **Priority Two:** A defect that stops the execution of an individual test but does not affect the execution of other related tests. This may also be a defect that blocks any test or presents an unavoidable problem, preventing a user from completing the required tasks. Typical characteristics of this class of defect include the following:
 - a. It directly impacts users, or operations, in a major, noticeable way.
 - b. It occurs (or will occur once the application is released) fairly often (at least once a week) in actual production or simulation.
 - c. The problem causes application downtime or blocks test/test sets.
 - d. There is no real workaround, or there is only one workaround that requires significant effort on the part of the user.
3. **Priority Three:** A defect for which a workaround is available. The actual results of current tests are not as expected, but the defect does not prevent the continued execution of the tests. Includes defects that impact the system or subsystem, but the system or subsystem is still able to perform without an immediate fix. Typical characteristics of this class of defect include the following:

- a. It occurs (or will occur once the application is released) less often than weekly in actual production or simulation.
 - b. The defect does not cause significant application downtime.
 - c. The defect is not functioning as documented or expected.
4. **Priority Four:** A cosmetic defect whose occurrence does not indicate a lack of or deviation from required functionality, but a cosmetic change or enhancement is requested. Workarounds are available so that system users can avoid these defects. Typical characteristics of this class of defect include the following:
- a. It relates to content, documentation, or other "non-application" aspects of the system or subsystem.
 - b. If functionally related, the problem seldom occurs (or seldom will occur once the application is released) in actual production or simulation.
 - c. Users have not noticed, or are unlikely to notice, that there is a problem.

As design and development activities take place, testing strategies and plans may change and require revisions. As such, throughout the implementation phase, updated versions of the Master Test Plan and related test documents (individual test plans and final test reports) shall be revised or appended to the Master Test Plan and delivered to CTRMA for review and approval. In this way, the Master Test Plan will stand as a record of all testing performed during development, implementation, and acceptance. After OAT, system testing shall be managed as part of the TSI's QMP. This plan shall address QA testing and regression testing to verify changes to the ETCS, including equipment, hardware, application, database, operating systems, COTS upgrades, and all types of patching.

Formal tests shall conform to the standards defined in the Master Test Plan. For formal tests that require test cases/procedures (e.g., FAT, Commission, and Integration testing at a minimum), test cases/procedures shall include the following elements, at a minimum:

1. Introduction
 - a. Test purpose
 - b. Test platform (including required equipment, environmental resources, and connectivity)
 - c. Requirements to be demonstrated (cross-referenced to lowest level requirement and the RTM)
 - d. Time estimate
 - e. Prerequisites
 - f. Set-up and test data preparation needed
2. Individual Test Conditions/Steps
 - a. Test condition identifier (e.g., a reference to requirement)
 - b. Description of steps to execute the test case
 - c. Expected results for each step
 - d. Actual results and the party responsible for executing the test (entered after test execution)
 - e. Pass/Fail checkbox for each step

f. Notes/comments

As test cases for specific formal tests are developed, they shall be submitted to CTRMA for review, comment, and approval. Once approved, the test cases (and later the results) shall be added to the Master Test Plan as addendums.

2.13.2 Test Reports

No more than ten (10) days following the completion of each formal test, the TSI shall submit a Test Report to CTRMA for review and approval. The Test Report shall describe:

1. Test phase (e.g., FAT, SIT, OPS)
2. Description of the testing process
3. Results of the test
4. Listing of all defects identified along with the severity level of each defect
5. Plan for resolving defects
6. Recommendation for retests (if appropriate)

The final approved test report for each formal test shall also be added to the Master Test Plan. CTRMA reserves the right to withhold approval and any associated payments pending completion of corrective action and any necessary retests.

During FAT and SIT, the TSI shall submit daily progress reports that contain the following:

1. Total test cases executed
2. Total test cases closed (% complete)
3. Total defects opened
4. Total defects closed
5. Remaining open defects by priority

2.13.3 Factory Acceptance Test

The TSI shall conduct a Factory Acceptance Test (FAT) to demonstrate that all requirements and functionality have been incorporated into the ETCS. FAT shall demonstrate to CTRMA the full functionality of the ETCS operating in a test environment with hardware and software representative of the final system as deployed to and running in production. The FAT will demonstrate all requirements of the system, as documented in the RTM and the SDDD. The FAT will include a system performance test that demonstrates that the system will handle twice the expected transaction volumes, as taken from the existing CTRMA facilities. CTRMA or CTRMA's representatives will observe the formal FATs.

All ETCS functionality, including roadside, TFH, capacity/performance, interfaces, and ease of use (GUIs), shall be tested and demonstrated during FAT. All system reports shall be generated from the ETCS to verify that delivered reporting functionality meets the requirements. Reports testing shall utilize test data sets. Internal and external interfaces shall be observed and verified against requirements and for data accuracy. As the availability of third-party interface providers to support FAT testing may be limited, interface testing during FAT may be simulated if approved by CTRMA.

FAT shall be conducted in two (2) stages. One stage shall be for lane-level systems (e.g., roadside) and another stage for TFH systems (e.g., reporting, dynamic pricing, and trip building). CTRMA and the CTRMA-designated representatives shall have access to all FAT test sites and data generated during this testing.

CTRMA will observe all ETCS FAT testing. If the TSI fails some portion or all of FAT, and CTRMA desires a retest, then the TSI shall be held accountable for any costs incurred by CTRMA to support and observe the additional FAT event(s).

2.13.3.1 FAT Plan

The TSI shall develop a FAT Plan, including test cases and procedures designed to demonstrate all functionality and requirements of the fully operational ETCS operating in a factory/test environment. The TSI shall submit the FAT Plan and Procedures to CTRMA for review and approval. The FAT Plan shall include descriptions of both roadside and Host FAT and how the two different tests shall be conducted and scheduled, along with a schedule that includes a day by day listing of the different sub-systems, modules, and interfaces to be tested. The FAT Plan and Procedures shall include the requirements to be tested along with the expected results, a description of test data used for functional testing, and a description of the priority levels used for classifying and recording any defects noted during FAT.

2.13.3.2 Host FAT

As per the requirements in the Installation of New Facilities and Transition sections included herein and above, the Host FAT shall be conducted before any roadside installation or testing. Host FAT will demonstrate that all the Host provided systems (e.g., reporting, dynamic pricing, trip building, roadside interfaces, and third-party interfaces) meet requirements. This test can be conducted in a conference room or similar setting, which shall be witnessed by CTRMA or the CTRMA-designated representatives. The DPS may be demonstrated with rates posting to Dynamic Message Signs (DMS) along the roadside, or with a test DMS unit in a factory environment.

2.13.3.3 Roadside Factory Acceptance Testing

The roadside FAT shall be conducted before the transition of any of the legacy roadside systems to the TSI-provided roadside systems. The roadside FAT will demonstrate the full roadside solution with controlled and uncontrolled tests. Roadside FATs shall be carried out for each of the facilities just before the TSI begins roadside installations at the facility.

The TSI may conduct roadside FAT at a low-volume plaza on each of the facilities. The TSI shall be responsible for all costs associated with Maintenance of Traffic (MOT), traffic control, and lane closures to carry out a FAT.

If the TSI chooses not to perform roadside FAT at a low-volume plaza on one of the facilities, the TSI shall demonstrate the proposed system at a test facility representative of the installations expected for that facility located within the continental USA. The test site shall accommodate speeds ranging from stop-and-go up to 75 mph.

The purpose of roadside FAT is to ensure that the AVI systems properly frame vehicles (i.e., closely following, stop and go, straddling, weaving in a plaza), that VES cameras are properly triggered and that images are produced and that vehicles are correctly detected and classified. FAT will include testing of DMS unit and CCTV systems for facilities that have those systems.

2.13.3.4 FAT Report and Approval

Following each FAT, the TSI shall submit a FAT report to CTRMA that describes testing results, including all issues/defects found along with the priority level of each. If CTRMA deems the number or effect of unsuccessful tests to be too large or too severe, the TSI may be instructed to resolve defects, rerun the applicable portion of the FAT, or rerun the entire FAT at the sole discretion of CTRMA.

FAT approval is dependent on the successful demonstration of the complete ETCS as functionally compliant with all requirements and meeting the exit criteria identified in the Master Test Plan/FAT Plan.

2.13.4 Site Installation Testing

For each type of site, the TSI shall submit a site-specific installation test plan to CTRMA for review and comment not less than thirty (30) days before the first in-lane site installation. A site installation test shall be conducted at locations where the complete set of hardware, software, and communications equipment is installed. Once the equipment/components have been

individually tested, the subsystems shall be integrated and tested to include communications with the TFH. The site installation tests shall be conducted by the TSI contractor and witnessed by CTRMA per approved test procedures and the test schedule. The TSI shall submit installation test reports, documents, and artifacts showing activities and results to CTRMA for approval.

This test or an approved subset of this test shall be used as a site commissioning test for the remaining sites.

2.13.5 Integration Test

System Integration Testing (SIT) is an end-to-end test to verify that all ETCS components and interfaces meet functional and performance requirements. SIT is to be performed in a production-ready hardware, equipment, network, and connectivity configuration. For any controlled testing during this phase, previous test procedures from FAT can be reused if appropriate and approved by CTRMA.

All third-party interfaces with the TFH shall be demonstrated during a Host SIT and shall be verified to comply with appropriate ICDs. Test cases and test procedures for Host SIT will demonstrate transactions and images, and all other required data can be sent to the Data Host Platform with appropriate validation checks, per the ICD for that platform. All data transmission failure cases with failure codes per the ICD shall be demonstrated, and all system-to-system reconciliation processes shall be demonstrated.

Roadside SITs shall be conducted as each of CTRMA's facilities are fully transitioned to the TSI's roadside ETCS. These roadside SITs will demonstrate that the TSI-provided ETCS successfully communicates all roadside transactions, images, and all other data between the roadside ETCS and the TFH. All data validation checks, with appropriate codes and messages, shall be demonstrated during the roadside SITs.

2.13.6 Operational Acceptance Test

The OAT will also be carried out on a facility-by-facility basis. There shall be an OAT once the TFH goes into production, then there shall be roadside OATs as each of the facilities are transitioned to the TSI's roadside system(s). OAT shall be conducted for thirty (30) consecutive days with the fully implemented ETCS supporting the CTRMA operations staff.

Each OAT will demonstrate all required availability, accuracy, performance, and that the ETCS meets response requirements. An entry criterion to OAT is that the ETCS is meeting or exceeding all functionality requirements as demonstrated during FAT, commissioning, and integration testing, and all SLAs are being met. Two weeks before each OAT, the TSI shall conduct an in-person OAT readiness meeting for the facility going into OAT with CTRMA to walk through OAT entry criteria and the TSI's readiness. During each OAT, the TSI shall demonstrate all SLAs are being met by way of the SLA reporting requirements described in Appendix F, Service Level Agreement.

CTRMA shall have access to all data sets and reports used by the TSI to demonstrate compliance with the SLAs during OAT. Once the TFH and all facility/roadside OAT is complete and has been accepted by CTRMA, the TSI shall perform a final OAT with all the transitioned facilities being included with the production TFH.

The TSI is solely responsible for executing OAT and recording the results. However, at its discretion, CTRMA may observe and report defects during OAT.

If any portion of OAT requires repeated restarts due to no fault of CTRMA, the TSI may be held accountable for any costs incurred by CTRMA to support any additional system acceptance testing period(s).

The TSI shall be given full project acceptance and authorization to initiate maintenance invoicing for the ETCS, either a newly installed or transitioned facility, upon the successful completion and the CTRMA approval of the OAT for that project/facility, closure of all punch-list items, completion, and submission of all required documents, including as-builts and updates to manuals and meeting of other conditions as specified in the contract documents. Maintenance invoices shall only include work performed starting from the date CTRMA issues authorization to initiate maintenance invoicing. Work performed prior to authorization to initiate maintenance invoicing is not considered maintenance, even though the project may be open to revenue collection.

For reference, the following diagrams illustrate the transition from the testing to the warranty phases of the project.

The TSI may not invoice CTRMA for maintenance work performed during the OAT phase prior to OAT completion and full project acceptance. The TSI may not recoup additional maintenance costs for maintenance work performed from the time of Go-Live until CTRMA approval to begin maintenance invoicing due to delays in OAT and full project acceptance.

Scenario 1 represents the completion of Operational Acceptance Testing and full project acceptance thirty (30) days after go-live.

1. Operational Acceptance Test and full project acceptance completed thirty (30) days after the start of revenue collection (go-live)
2. Authorization to begin maintenance invoicing May 1
3. First Monthly Maintenance Report (MMR) due May 10
4. First month eligible for maintenance payment is May
5. Warranty period includes the period after go-live (one month) until full project acceptance and the following twelve (12)-month period for a total of thirteen (13) months

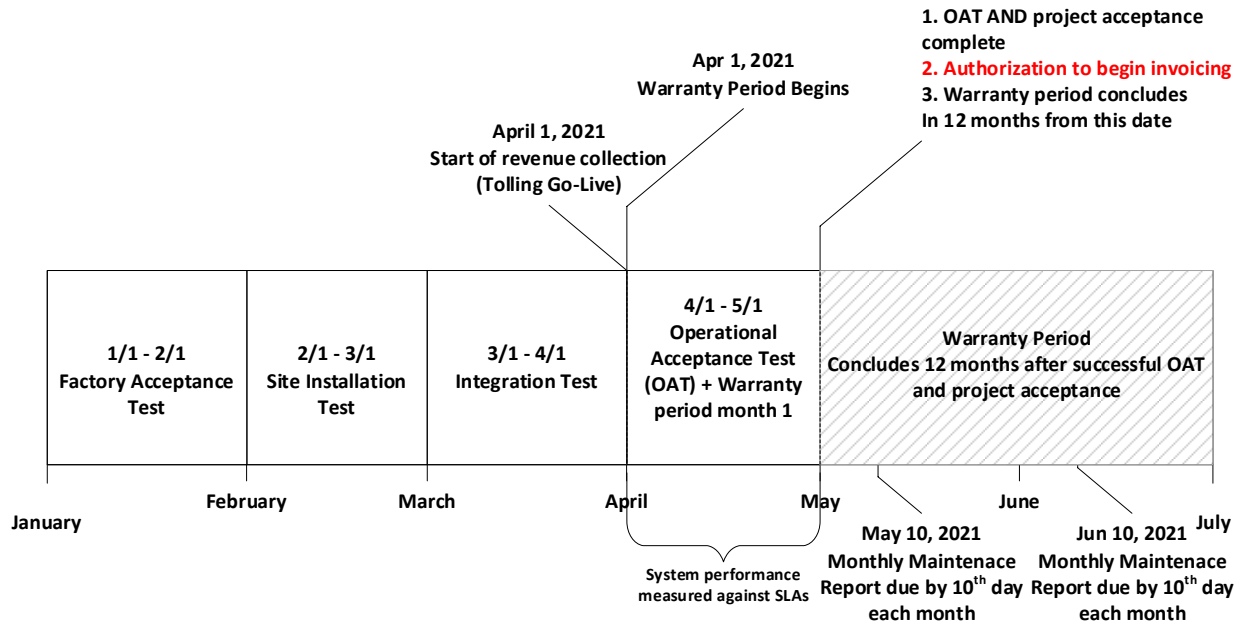


Figure 2-28: Operational Acceptance Test – Scenario 1

Scenario 2

- Operational Acceptance Test and full project acceptance completed sixty (60) days after start of revenue collection (go-live)
- Authorization to begin maintenance invoicing June 1
- First month eligible for maintenance payment is June
- First Monthly Maintenance Report (MMR) due May 10
- The warranty period includes the period after go-live (two months) until full project acceptance and the following twelve (12) months for a total of fourteen (14) months.

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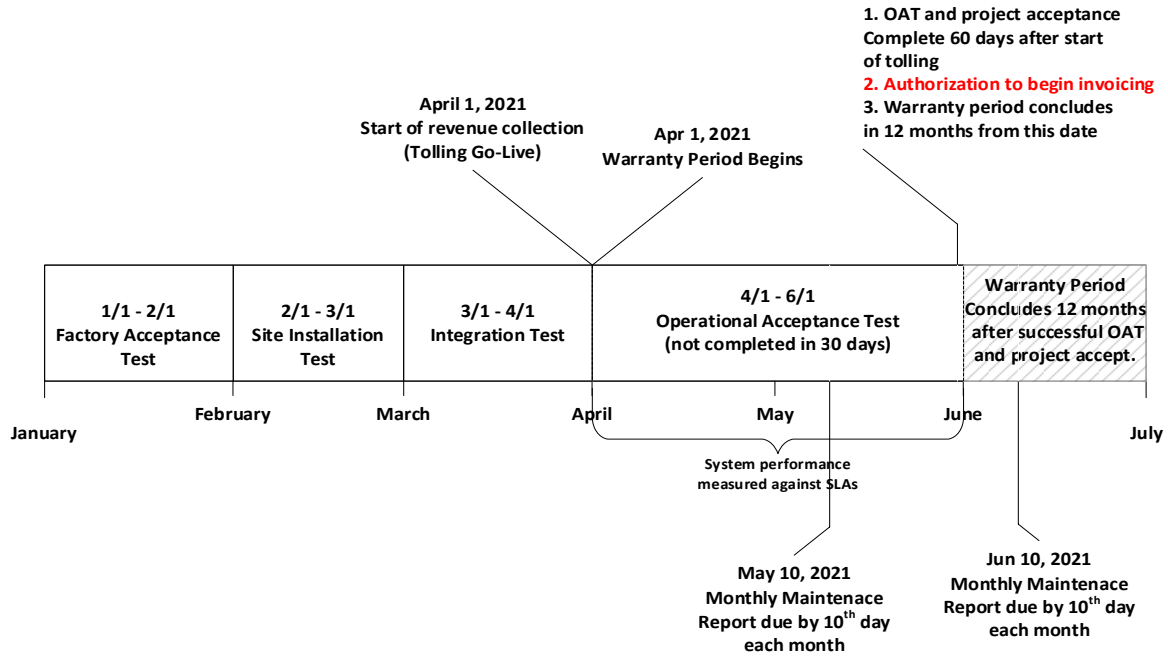


Figure 2-29: Operational Acceptance Test – Scenario 2

Appendix A - Scope of Services

Scenario 3 represents the completion of Operational Acceptance Testing sixty (60) days after go-live and a thirty (30) day delay for full project acceptance after completion of the Operational Acceptance Test.

1. Operational Acceptance Test completed sixty (60) days after start of revenue collection (go-live)
2. Full project acceptance completed ninety (90) days after the start of revenue collection (go-live)
3. Authorization to begin maintenance invoicing July 1
4. First month eligible for maintenance payment is July
5. First Monthly Maintenance Report (MMR) due May 10
6. The warranty period includes the period after go-live until full project acceptance (three months) and the following twelve (12)-month period for a total of fifteen (15) months.

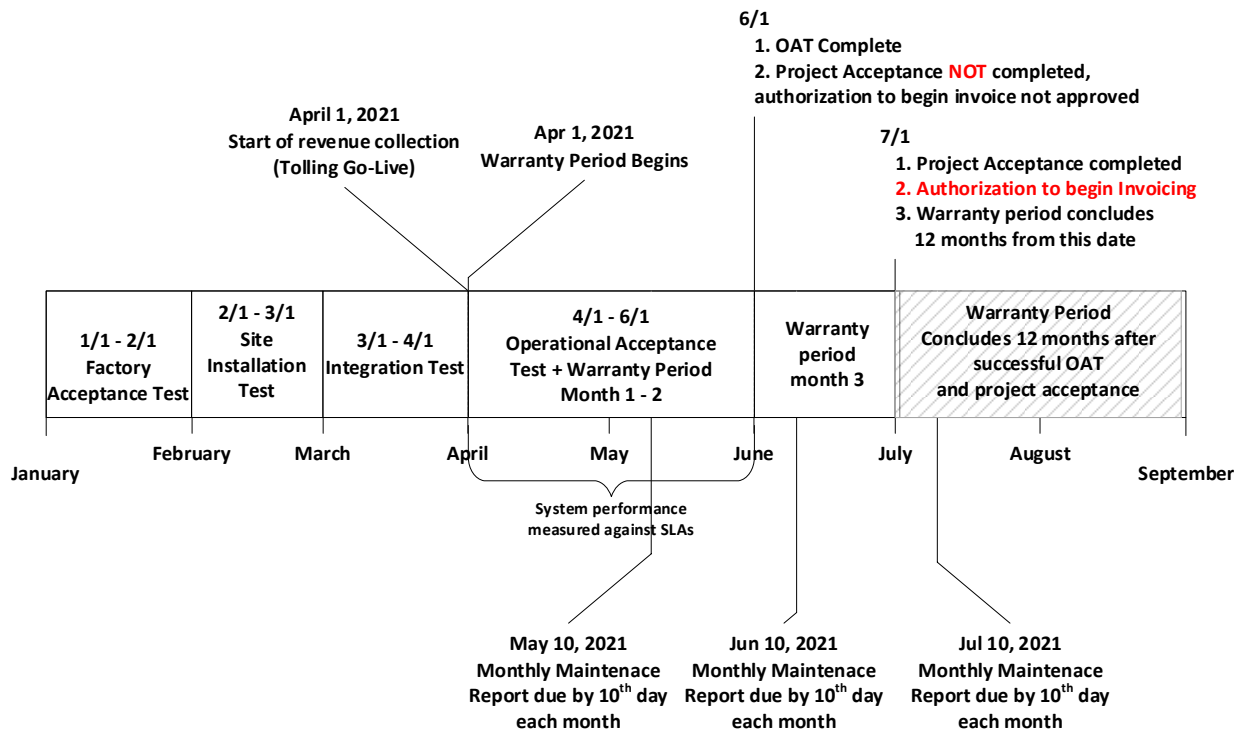


Figure 2-30: Operational Acceptance Test – Scenario 1

2.14 MAINTENANCE

This section provides information regarding maintenance.

2.14.1 General Requirements

The TSI shall provide all necessary maintenance services to support all hardware, software, and network on the ETCS. The TSI shall maintain all Local Area Network (LAN) and Wide Area Network (WAN) network equipment provided by CTRMA and installed and configured by the TSI. The ETCS and associated systems and equipment shall include all hardware and software associated with the following, at a minimum:

1. Electronic Toll Collection System (ETCS) software
2. Zone controllers
3. AVI equipment and subsystems (excluding transponders)
4. AVC equipment and subsystems
5. VES equipment and subsystems
6. Maintenance Online Management System (MOMS)
7. All ETCS network administration, monitoring, equipment, and cables, including the roadside Fiber Optic Network (FON)
8. Roadside equipment cabinets and all associated electronics within the enclosures
9. Roadside security access systems and cameras
10. Equipment mounting and bracket hardware
11. DVAS equipment and systems
12. Express Lane Traffic Sensor (MDS)
13. Express Lane VTMS equipment and system
14. Express Lane CCTV equipment and system
15. Express Lane subsystem hardware and software required for express lane operations, monitoring, trip building, and dynamic pricing functions
16. Workstations, monitors, and printers used by the TSI staff for TIM Center Operations support
17. AC Units/Heaters monitoring and maintenance
18. UPS systems monitoring and maintenance
19. Emergency generators monitoring (note: CTRMA is responsible for generator maintenance)
20. Lane equipment, hardware, and software needed for ongoing development and test support
21. All TFH related servers, equipment, and software

The TSI shall provide maintenance services for the duration of the warranty and maintenance period. These maintenance services include both on-site and off-site services. The TSI shall provide full-time remote help desk support services to assist in troubleshooting and incident/case management for identified software and system issues.

Refer to Appendix F, Service Level Agreement, for information about the maintenance response and repair times for the warranty and maintenance period.

The TSI shall conduct a bi-weekly maintenance meeting with CTRMA to report operating performance, equipment/system problems, and proposed solutions.

The TSI shall conduct a monthly progress meeting with CTRMA to review the monthly MOMS report, the previous month's work, anticipated work for the next month, and any expected or unexpected operational problems that have arisen. During the monthly progress meetings, the TSI shall identify and communicate to CTRMA all issues affecting the operations or performance of the ETCS. The TSI shall complete root cause analysis and after-action reporting. The TSI shall present how issues arose, were identified, and resolved.

The TSI shall establish and maintain a dedicated maintenance warehouse for this project. The TSI can determine the location of this maintenance warehouse. The location, however, shall allow the TSI to meet the response times outlined in Appendix F, Service Level Agreement. This warehouse shall serve as the primary location for the storage of any spare parts, consumables, tools, test equipment, repair parts, documentation, and personnel needed to manage and support the ETCS.

The TSI shall provide adequate safeguards against theft, damage, or loss of the CTRMA spare parts in the TSI possession. The TSI shall be responsible for maintaining insurance against loss or damage to the spare parts due to mishandling, improper storage, or theft.

The TSI shall coordinate with the CTRMA operations staff regarding any asset management requests or third-party needs. The TSI shall accommodate unplanned walkthroughs for audit verifications upon request.

The warranty phase shall commence upon go-live (the beginning of revenue collection) and shall include all maintenance and production support for the ETCS. The warranty phase shall conclude after twelve (12) months upon successful completion of the Operational Acceptance Test and full project acceptance of each project/facility, as described in Section 2.13.6 of this SOW. During the warranty period, CTRMA shall receive a full manufacturer's warranty on all hardware equipment. The warranty period shall include all maintenance and production support for the first year of operation. The maintenance period shall begin after completion of the warranty period.

2.14.2 Maintenance Plan

The Maintenance Plan shall include all processes and procedures used to manage, staff successfully, and conduct the ETCS maintenance per the requirements outlined in this SOW. The Maintenance Plan shall be part of the PMP document, as described in Table 2-44, Program-Level Documentation. The TSI shall be responsible for maintaining an updated version of the plan for the duration of the project contract. The plan shall address the following, at a minimum:

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1. A description of the maintenance methodology and approach
2. Maintenance Team organizational chart and staffing schedules
3. Maintenance regions (if they exist) and staff assignments
4. Specialized tools (if required)
5. A description of MOMS and any other methods used to monitor the ETCS, including priority levels for the response to alarms, dispatching protocol, and sample reports and screens
6. A schedule for the routine maintenance activities the TSI shall perform per the maintenance schedule
7. The maintenance schedule provides information and descriptions of the emergency/corrective, predictive, and preventive maintenance activities for all system components
8. Contracted maintenance relationships. CTRMA must review and approve any TSI-teaming agreements or arrangements to ensure adherence to the project requirements and expectations
9. Maintenance support groups
10. Personnel contact information
11. Staff locations
12. Staff qualifications
13. Description of the staff training
14. Maintenance facilities/workshops
15. Procedures to be used for planning and implementing lane closures
16. Description of maintenance activities executed during peak traffic periods, including how this affects response time and performance of traffic management
17. Software Lifecycle Management
18. Hardware Lifecycle Management
19. Process for responding to force majeure events and repairing damaged systems during the next maintenance window
20. Maintenance record keeping
21. Failure tracking and corrective action
22. Reliability and maintainability analysis and calculations
23. Maintenance activity reports
24. End of project checklist verifying all products provide the current version and include any executed service contracts

This Maintenance Plan shall describe routine, preventive, and corrective maintenance along with maintenance repair procedures and checklists. The Maintenance Plan shall describe how the functionality of MOMS identifies, dispatches, responds, restores, and records an incident or service event. The SLAs specify the maintenance response times, and the plan shall communicate the TSI's processes to meet these response times. The Maintenance Plan shall also address spare parts in inventory management.

The TSI shall update the Maintenance Plan yearly to reflect any new operational practices and newly installed hardware/software that may affect the TSI's maintenance activities.

2.14.3 Monthly Maintenance Report

At the end of the first full month after go-live, the TSI shall submit a Monthly Maintenance Report (MMR) for CTRMA's review. The TSI shall provide one Monthly Maintenance Report, with subsections within that one report for each project/facility. As described in Section 2.13.6, the TSI shall not begin maintenance invoicing until the successful completion of the Operational Acceptance Test and full project acceptance by CTRMA.

The MMR shall include the following, at a minimum:

1. Monthly performance measurements for all defined SLAs
2. TSI calculated monthly liquidated damages (LD)
3. Mean Time to Respond and Repair (MTTRR) calculations, including exceptions and justifications
4. Access to all reports/data used by the TSI in support of the MMR
5. Corrective, preventive, and predictive maintenance activities performed each month
6. Work orders, including the assigned technicians and associated repair times
7. Work plan/scheduled preventive maintenance for the following month
8. Information on the battery health of the UPS equipment
9. Spare parts used/items return to vendors under CTRMA
10. Inventory report

CTRMA must approve format and content before the first submittal.

2.14.4 Maintenance Staffing and Location

As part of the Maintenance Plan, the TSI shall identify the number of remote and local software, hardware, and network maintenance personnel assigned to each job category, including the following:

1. Technical Supervisors (local position)
2. Network and systems engineers (either local or remote position)
3. Database and systems administrators (either local or remote position)
4. Field staff (local position)

2.14.5 Tools, Electronics, and Transportation

The TSI shall provide all necessary and appropriate vehicles to support the ETCS. The vehicles shall contain the necessary equipment, machinery, tools, test equipment, spare parts, repair parts, and consumables necessary to perform all tasks, including overhead work.

The TSI shall be able to accommodate that not all locations have leveling pads for bucket trucks. For future CTRMA projects, provisions for leveling pads shall be made where possible. However, there may be constraints such as drainage that make the installation of a leveling pad at a given location unfeasible.

The TSI shall be responsible for having access to equipment that can overcome the undulation of side slopes and other constraints at locations where leveling pads are not constructed.

The TSI shall ensure that all field staff assigned to any vehicle requiring a special operator's license have the appropriate training and certifications necessary to operate these vehicles.

The TSI shall display their company logo and relevant information on maintenance vehicles such that they are easily identifiable.

The TSI shall pay tolls for any vehicles traveling on the CTRMA facilities.

2.14.6 Maintenance Methodology and Procedures

This section provides information on the Scope of Work regarding maintenance methodology and procedures.

2.14.6.1 Corrective Maintenance

The TSI shall perform maintenance activities on a priority basis to detect, isolate, and rectify a fault or substantial degradation in the functionality of a system to restore it to its normal operable state. The TSI shall also perform the corrective maintenance based on the third-party audit results or corrective maintenance identified from the Monthly Maintenance Report (MMR).

The TSI shall provide corrective maintenance support on a 24-hour, seven (7) days a week, 365 days per year basis.

The TSI shall prioritize all ETCS maintenance events based on the potential impact on ETCS performance, operations, and the ability to collect revenue.

2.14.6.2 Preventative Maintenance

The TSI shall perform preventive maintenance activities on a scheduled basis (e.g., daily, weekly, monthly, quarterly, and annually) to ensure the maintenance of the ETCS meets the project performance and availability metrics by inspecting, adjusting, cleaning, tuning, and maintaining the ETCS components (e.g., hardware and software) to aid in preventing future failures.

As part of the Maintenance Plan and on an on-going basis, the TSI shall develop a preventive maintenance schedule to be approved by CTRMA, which represents the levels of effort, activities, resources, and schedules required to fulfill the TSI's preventive maintenance responsibilities.

The TSI shall continually evaluate the preventive maintenance schedule based on operational experience gained during the contract, consult routinely with CTRMA with reporting and regular meetings, and submit any recommended changes to CTRMA for approval. CTRMA may request a revised preventive maintenance schedule to ensure that the ETCS components continue to function correctly. The TSI shall schedule the work, as to not interfere with peak travel times.

The TSI shall enter proposed routine and preventive maintenance work activities in MOMS, which shall automatically generate alert/alarm messages and work orders tracked by MOMS.

CTRMA shall preapprove any preventive maintenance that impacts ETCS functionality or CTRMA's customers.

2.14.6.3 Warranty Maintenance

The TSI shall use MOMS to maintain warranty information (e.g., start date, duration, expiration date, responsibilities, and obligations of the parties). MOMS shall generate automated messages when warranties are nearing expiration or when maintenance service relates to a condition of a warranty remaining in effect.

2.14.7 Help Desk

The TSI shall provide help desk staffing during the hours of 7 am to 7 pm, Monday through Friday. The TSI shall provide an after-hours on-call telephone number and email address support for the resolution of issues noted by the CTRMA staff. The help desk shall act as a central point of contact for all technical support, including hardware and software support, installation of updated versions of software, networking, network connection requests, and troubleshooting. The TSI shall provide the ticketing system with appropriate user access for the help desk to log the trouble tickets. All tickets shall be tracked in the ticketing system until resolution.

2.14.8 Spares and Asset Management

The TSI shall purchase and maintain the spare parts and consumables inventory. The TSI shall provide the initial spare parts inventory for the project(s) used during the maintenance phase. This spare inventory shall include spares for new equipment procured by the TSI and spare inventory transferred from ETCS spare inventory. All items in the spare inventory shall have unit prices provided in Appendix 6, Price Proposal Forms, even if the TSI does not need to procure items for the initial spare inventory. If the TSI elects to use the initial spares inventory during warranty, the TSI shall be responsible for funding the replenishment of the inventory levels to their original quantities until the completion of the warranty phase at no additional cost to CTRMA. All spare parts purchased for the project during the maintenance phase (but not including warranty phase) shall be procured by the TSI and expensed on the monthly maintenance invoice. The TSI shall obtain CTRMA's approval before purchasing the needed spares. All spares procured shall become the property of CTRMA and shall be labeled as the CTRMA property and identified with a bar code or other inventory management process approved by CTRMA. The TSI shall use the CTRMA equipment nomenclature when entering spare part information into the spares tracking system(s).

The TSI shall perform a full physical inventory audit annually with a CTRMA representative to verify consistency between the MOMS Inventory Management subsystem and the actual count. The TSI shall also perform a cycle count on each bin or location at least two (2) times per year. MOMS shall have the capability to record the physical inventory, cyclic count details, and update the inventory accordingly with the reason for the difference found in the physical inventory count. The TSI shall provide a check on all UPS batteries before the start of the project and provide this information within their Inventory Management subsystem.

The TSI shall maintain accurate records of all equipment and parts by location as they enter and leave inventory. The TSI shall apply a unique bar code on all equipment. The TSI shall place the bar code in a readily accessible and uniform area for all similar equipment. The TSI shall provide barcode scanners (three at a minimum) for use by maintenance personnel for direct entry into MOMS of all assets (e.g., operational units, spare inventory, and test equipment). Records shall include part numbers, part descriptions, serial numbers, times and dates of changes to location, warranty information, the CTRMA nomenclature (which includes the CTRMA asset tags associated with the equipment), and a brief description of the part itself. The TSI shall adhere to the following procedures during maintenance activities:

1. When a part requires replacement and is within its warranty period, the TSI shall return the part to the manufacturer
2. When a part requires replacement and is not within its warranty period, the part shall be repaired or replaced (whichever is most cost-effective) and returned to inventory
3. When a part is not repairable or not serviceable, MOMS shall record the part in inventory as retired. The TSI shall coordinate the disposition of retired parts with CTRMA

The TSI shall be responsible for the proper disposal of any parts and equipment removed from service per the CTRMA requirements. The TSI shall obtain approval from CTRMA before the disposal of any parts or equipment owned by CTRMA. The TSI shall coordinate and document any equipment disposals with CTRMA.

CTRMA reserves the right to independently purchase spare parts and transfer to the TSI subject to TSI's inspection and acceptance of the spare parts.

All equipment included in the asset management system shall use CTRMA's nomenclature.

2.14.8.1 Spare Hardware

Regardless if the TSI elects to re-use any of the existing ETCS equipment, the TSI shall be required to accept all spare equipment owned by CTRMA and residing in the CTRMA warehouse facilities. All the existing and unused ETCS equipment shall be added to the TSI inventory.

CTRMA shall facilitate the transfer of reused equipment with the TSI and supervise the transfer of ownership lists and documents to ensure the transfer of ownership to the TSI. All equipment not being reused shall be subject to the guidelines outlined by the CTRMA equipment disposal policy.

The TSI shall maintain a spare parts/component inventory and adjust stock levels to the most cost-effective, efficient levels. The maintenance force shall keep all parts and components in a fully serviceable condition ready for immediate installation. The TSI shall thoroughly test spare parts and store them in a serviceable condition to support rapid response time.

The TSI shall use MOMS for inventory control and parts listing.

2.14.9 As-Built Drawings

The TSI shall provide one (1) complete electronic set of as-built drawings for the ETCS in any “native” file format such as MicroStation, Visio, Excel, and one (1) complete electronic set in a PDF format on read-only electronic media.

CTRMA shall review and approve the format of the as-built drawings to ensure they include the required level of detail. The as-built drawing sets shall include the ETCS architecture, all schematics, logic diagrams, layouts, wiring diagrams, assembly drawings, parts detail drawings, and installation drawings. The set of as-built drawings shall consist of a title sheet, an index sheet, and the various as-built drawings. The index sheets shall include a listing of all drawings with headings for Drawing Number, Drawing Title, and the type of drawings, such as assembly, schematic, material list, wiring diagram, wire list, or similar categories.

The TSI shall incorporate and re-submit the as-built drawings for any design modifications, change orders, and field installation changes that occur during the project. CTRMA shall review the as-built drawings for content and shall accept the drawings only when the TSI has complied with the requirements set forth herein.

The TSI shall maintain updated versions of all previously delivered as-built drawing and submit updated as-builts to CTRMA annually, at a minimum, for CTRMA review and approval.

In addition to as-built document submissions and updates reflecting changes made for individual Work Authorizations or change orders, the TSI is responsible to always update and maintain current versions of as-built drawings.

This includes changes made because of routine maintenance or any other field modifications that may occur at any time during the entire warranty and maintenance period.

All as-built drawings shall have received approval before the beginning of OAT. If at any time during the operations of the ETCS, the physical construction or installation becomes modified for any reason, the TSI shall submit updated as-built drawings within two (2) months of completion of the modification. CTRMA shall approve the completion of physical construction or installation on a per facility basis. The TSI shall provide as-built drawings two (2) months after completion of the physical construction and installation at those facilities. CTRMA’s approval of the final system acceptance is a precondition to payment of the OAT completion milestone.

2.14.10 Safety Plan

The TSI shall develop a comprehensive Safety Plan for the project, submitted to CTRMA for review, comment, and approval per Section 4, Project Deliverable Schedule. The Safety Plan shall describe the procedures instituted both during system implementation/deployment and during system maintenance activities to ensure personal safety and compliance with all applicable state and federal laws, rules and regulations, and legislation including but not limited to OSHA, NECA, FHWA, TxDOT, and the MUTCD. The Safety Plan shall also describe steps the TSI takes to ensure health and safety in situations of future pandemics.

The TSI shall ensure the training of personnel working within the facility work areas on the safety program. This training shall occur before the personnel enters any work area. The TSI is responsible for the safety of the TSI's personnel.

The TSI shall update the Safety Plan yearly as part of the Maintenance Plan.

2.14.11 Traffic Control Plan

The Traffic Control Plan shall describe any/all traffic control procedures that shall be instituted both during system implementation/deployment and during system maintenance activities to ensure traffic safety and continued efficient traffic flow. The Traffic Control Plan shall adhere to the traffic control requirements by all local, state, and federal agencies. Any vendor providing traffic control shall be certified and licensed to operate in Texas.

The TSI shall ensure the following, at a minimum:

1. All personnel working within the facility work areas have received training on the Traffic Control Plan
2. The TSI shall update the Traffic Control Plan yearly as part of the Maintenance Plan

The TSI shall implement and maintain the traffic control and sequencing plans throughout the installation, including adjustments to the traffic control and sequencing plans as necessary to assure the safe movement of traffic and pedestrians through the work zone. CTRMA is sensitive to the MOT during peak periods. The TSI will utilize CTRMA's lane closure process.

The TSI shall address all lane-closing procedures in the Maintenance Plan. All closures must be coordinated with CTRMA and CTRMA's operations and maintenance staff so that timely public notification can be achieved. The TSI shall immediately respond to CTRMA for emergency maintenance lane closures, as determined by CTRMA.

The TSI shall provide electronic portable changeable message signs, per TMUTCD and at CTRMA's request of TxDOT Special Specification 6001, as part of the traffic control operations, if addressed in the procedures in the Maintenance Plan. One truck-mounted attenuator is required for all single and double lane closures. Multiple truck-mounted attenuators are required for complete road closures. Truck-mounted attenuators shall be required according to TMUTCD.

2.14.11.1 Maintenance of Traffic During Installation

Before any installation, the TSI shall prepare traffic control and sequencing plans for the installation activities being performed. The traffic control and sequencing plans prepared by the TSI must be reviewed and approved by CTRMA before the commencement of any installation.

The TSI shall provide a full-time Traffic Control Coordinator throughout the installation and testing phase of the work. The Traffic Control Coordinator must cooperate with CTRMA and CTRMA's roadway contractor. Revisions to the Traffic Control Plan during implementation must be developed by the TSI in coordination with the CTRMA Construction Engineer and reviewed and approved by CTRMA.

The TSI shall provide CTRMA with the name of the Traffic Control Coordinator along with a 24-hour phone number where the traffic control coordinator can always be reached.

2.14.11.2 Maintenance of Traffic During Maintenance

Closures for routine maintenance require 72-hour advanced notification and shall be scheduled during minimal traffic periods and coordinated with CTRMA to mitigate interference with the traveling public.

The TSI shall ensure a full-time, off-duty uniformed, certified law enforcement officer(s) in an officially marked vehicle for each lane closure is part of the traffic control operations. Officers must be able to show proof of certification by the Texas Commission on Law Enforcement Officers Standards.

Patrol vehicles must be marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings shall be retroreflective and legible from 100 feet from both sides and the rear of the vehicle. Lights shall be high intensity and visible from all angles.

2.14.12 Security Plan

The TSI shall provide a Security Plan for the project, submitted to CTRMA for review, comment, and approval. The Security Plan shall describe the general approach the TSI will implement to address security. TSI shall work with CTRMA to determine a data classification process for system data. The Security Plan shall describe personnel, facilities, data, and communications security provisions used for the project(s), including the following, at a minimum:

1. Cabinet, hub, facility, and housing access
2. ETCS software control, including User ID and password protections and system authorization and access control
3. Data privacy
4. Data Confidentiality
5. Data Integrity
6. Data Availability
7. Data communications security
8. Malware and intrusion detection/prevention
9. Incident response
10. Security Awareness Training
11. Responsibilities, rights, and duties of personnel and system users
12. Audit and compliance reporting
13. Tools and processes to be used
14. All applicable SOC security requirements including quarterly user reviews

The TSI shall agree to comply with the Security Plan and applicable policies for the duration of the contract once CTRMA approves the plan.

2.14.13 Change Control

CTRMA's change control process is for any CTRMA system/network changes, which is defined as needed software or hardware updates to the ETCS, and all TSI managed subsystems and communication networks. The change control process does not apply to regular roadside maintenance, where items are being updated/replaced in kind. The change control process shall be managed by the TSI with review and approvals from CTRMA to evaluate Change Request Forms (CRFs) submitted to perform work on CTRMA's ETCS and network. The CRF template shall be developed and managed by the TSI, including an initial review with CTRMA for approval to ensure all key elements of the change control management and decision process are captured as part of the change control process.

The purpose of the change control process is to communicate, vet, and schedule CTRMA system/network changes that could affect the tolling system and the system end-users, including both the internal CTRMA users and toll road customers. The TSI should anticipate CTRMA may require further discussion and consideration of more complex, high risk, and costly change requests. The TSI shall also include the various CTRMA stakeholders from one or several departments such as Finance, Legal, Communications, Operations, Maintenance, and Senior Management. Change requests resulting in additional expenses to CTRMA beyond the base contract amounts may require the CTRMA board approval determined by their dollar value and potential customer or operational impacts. CRF forms for maintenance proposed by the TSI are due the week prior.

Significant proposed changes should be coordinated with the respective impacted SME's before submission of the formal paperwork. The approval of the CRF is meant to be the final check in the process to ensure that the CTRMA operations staff are not impacted unexpectedly. The TSI shall include of summary of all upcoming, approved, and completed change requests with the monthly maintenance report.

2.15 MAINTENANCE ONLINE MANAGEMENT SYSTEM (MOMS)

The TSI shall provide an automated standalone MOMS application that allows for monitoring roadside and TFH equipment, tracking and reporting of work orders, alarm messages, equipment inventory, and equipment health. MOMS shall have the ability to support configurable alarm priorities, as well as maintenance personnel tracking, paging, and work assignments. MOMS shall provide the following, at a minimum:

1. Reporting and tracking alarm/alert messages
2. Notifications to the TSI and the CTRMA staff
3. Logging acknowledgments
4. Generate and track work orders
5. Maintain preventive maintenance schedules
6. Generate repair histories
7. Generate trend analysis
8. Maintain parts inventory

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9. ETCS asset management
10. Track system availability
11. Rapid detection of poor performing cameras
12. Lifecycle management and warranty management, including end of warranty dates

MOMS shall function as an integral part of all maintenance activities, including routine preventive, warranty, and corrective maintenance.

2.15.1 MOMS General Technical Requirements

Table 2-54: MOMS General Technical Requirements

ID	RULE
REQ-329	MOMS shall monitor and collect data on the ETCS and equipment status continually 24 hours a day, seven (7) days a week.
REQ-330	MOMS shall support the assignment of maintenance priority levels based on severity level, facility, day, and time.
REQ-331	MOMS shall track Mean Time Between Failures (MTBF) for all ETCS elements.
REQ-332	MOMS shall provide current toll point operational status.
REQ-333	MOMS shall provide current TFH operational status.
REQ-334	MOMS shall provide failure, malfunction, or degradation information by location (e.g., facility and plaza).
REQ-335	MOMS shall provide a general description of the failure, malfunction, or degradation.
REQ-336	MOMS shall support automated spare parts, inventory entry, tracking (usage and reorder points), and control.
REQ-337	MOMS shall provide detailed part and equipment descriptions (e.g., part/model number, serial number, asset tag number, vendor contact information, and the dates the user entered this information into MOMS).
REQ-338	MOMS shall provide part and equipment maintenance activity and repair histories.
REQ-339	MOMS shall automatically generate and track work orders for preventive maintenance, corrective maintenance, and emergency maintenance.
REQ-340	MOMS shall provide historical subsystems, equipment, and component performance information (e.g., availability, mean time between failure, average response time, average restore time, and percent of actual inventory levels to recommended inventory levels for items).
REQ-341	MOMS shall exist as the repository for work orders and temporary logging of maintenance activities initiated without a work order.
REQ-342	MOMS shall support access to stored data using a query by toll zone, hub, or an off-site location, work order status, component, or unique work order number.

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ID	RULE
REQ-343	Work order entries shall contain the following types of information, recorded using standardized terminology, and codes where possible: <ol style="list-style-type: none"> 1. Unique work order number 2. Response and restore time, date, location code 3. Model and serial/part number of equipment or software version 4. Status updates with time, date, location, component, and activity records 5. Error and event codes associated with the incident or failure event 6. Description of work performed (e.g., corrective actions, reconfiguration) and services rendered (e.g., warranty service) 7. Name of the maintenance technician(s) who performed the work 8. Disposition of the hardware and equipment problem (e.g., repaired, replaced, or returned to supplier/manufacturer) 9. Work order closure pending specific follow-up actions (e.g., root cause analysis)
REQ-344	MOMS shall track hardware, equipment components, software failures, and malfunctions by equipment type and ID number. MOMS shall track component failure rates (e.g., failures/operating hours) or MTBF continuously.
REQ-345	MOMS shall generate monthly reports showing measured average failure rates and manufacturer advertised or claimed MTBF (as applicable).
REQ-346	Access to MOMS information shall require the entry of the user's identification and password from which the subsystem shall retrieve the user's assigned role(s).
REQ-347	User sign-on, access, and access failures, both local and remote, to any element of the toll systems shall be recorded and tracked for security audit purposes and reported to MOMS. The system shall continuously and automatically monitor for unauthorized access; access violations shall be reported to MOMS as a Priority 1 alert. These reports shall be provided to CTRMA within one (1) hour of discovery.
REQ-348	MOMS shall not allow any user to append the timestamp of an event, including the initial acknowledgment time, response time, and repair times entered by a maintenance staff member without express permission by CTRMA.
REQ-349	If CTRMA provides permission, the appending of the timestamp of an event must include the following: <ol style="list-style-type: none"> 1. Who performed the update 2. When the update occurred 3. What information was updated 4. Why the update was needed

2.15.2 Equipment Status Monitoring and Diagnostics

Table 2-55: Equipment Status Monitoring Technical Requirements

ID	RULE
REQ-350	MOMS shall report the status and diagnostic results of all equipment in near real-time.
REQ-351	Performance monitoring functionality shall allow the user to select and observe the status and performance of several pre-defined portions of the system.
REQ-352	MOMS shall contain the functionality to generate alerts, alarms, and notifications, as well as the ability to send this information to a configurable group of recipients.

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ID	RULE
REQ-353	Data from the alerts, logs, hardware and software status, work orders, tickets, and any items in the IT Service Management/MOMS shall not be deleted or modified at any time.
REQ-354	A Single Network Management Protocol shall support the monitored equipment. The TSI shall build routines to measure instances of an undesirable state and generate an alarm when an established and configurable threshold is reached.
REQ-355	MOMS shall be capable of identifying state changes requiring the automatic generation of work orders and shall dispatch a technician on a schedule consistent with the severity of the state change and the assigned priority level.

2.15.3 Work Order Generation

Table 2-56: Work Order Generation Technical Requirements

ID	RULE
REQ-356	MOMS shall automate the process of expediting repair/service calls to field maintenance staff. MOMS shall contain the functionality to generate work orders with little or no human intervention.
REQ-357	The TSI staff shall have the ability to create work orders manually, enter data regarding maintenance statuses, search work orders based on component or subsystem failures, and close work orders.
REQ-358	<p>Work order generation shall include the following:</p> <ol style="list-style-type: none"> 1. Generate a minimum of three different work order priorities as defined by CTRMA. 2. Capability to build ad-hoc work orders for unusual system occurrences. 3. Provide formats and specifications as determined by CTRMA. Work orders shall include the following information regardless of the final format: <ol style="list-style-type: none"> a. The date and time of the work order generation b. The date, time, and location of the repair or maintenance call c. The work order number (sequential) d. A description of the failure or malfunction 4. MOMS shall contain a work order field for failure or malfunction descriptions. 5. MOMS shall provide a drop-down field for standardized descriptions (approved by CTRMA) for the field designated failure or malfunction descriptions. This drop-down field shall contain searchable functionality. 6. MOMS shall allow the user to schedule one-time or recurring preventive maintenance tasks for a specified duration(s).

2.15.4 Technician Dispatch

Table 2-57: Technician Dispatch Technical Requirements

ID	RULE
REQ-359	MOMS shall contain the functionality to automatically dispatch in real-time the required support personnel to restore a failed, malfunctioning, or degraded equipment or component item.
REQ-360	Depending on the severity of the problem or issue, MOMS shall assign a priority level. MOMS shall contain the functionality to include the corresponding priority level value to the work order record.

2.15.5 Work Order Tracking

Table 2-58: Work Order Tracking Technical Requirements

ID	RULE
REQ-361	MOMS shall provide the capability for tracking the status of the generated, processed, and closed work orders. This functionality shall be part of the MOMS dashboard or separate work order management functionality.
REQ-362	MOMS shall have the ability to determine and calculate initial acknowledgment times, response times (both remote and on-site), repair times, and lane and system downtime.
REQ-363	MOMS shall have the ability to search by and sort on corrective actions taken by the TSI staff to resolve the failure or malfunction.
REQ-364	The TSI shall not place any MOMS pages into a hold queue unless CTRMA approves, or lane closures are required to service the failed device.

2.15.6 Dispatch Escalation

Table 2-59: Dispatch Escalation Technical Requirements

ID	RULE
REQ-365	MOMS shall contain functionality to escalate a work order not acknowledged by the appropriate technician within a configurable time of the initial notification.
REQ-366	MOMS shall support building and reading an escalation order that uses a table containing the IDs of support staff and supervisors.
REQ-367	This escalation functionality shall occur should MOMS not receive a notification response for any event.

2.15.7 Information Entry and Closeout

Table 2-60: Information Entry and Closeout Technical Requirements

ID	RULE
REQ-368	MOMS shall support the functionality for a technician to enter their actual arrival time and time of work completion.
REQ-369	MOMS shall support the functionality for a technician to enter this information at the site of the maintenance issue, or remotely.

ID	RULE
REQ-370	After the technician performs the work, MOMS shall update the status of the work order along with information entered by the technician describing the event, work performed, and materials used.
REQ-371	The work order generation functionality shall integrate with the spare parts inventory control functionality. MOMS shall automatically update the spare parts inventory based on the technician's entry of asset coded parts used to restore defective items.
REQ-372	MOMS shall allow the assigned and responding technician to close out the work order when the subsystem receives a status change. This status change shall indicate the restoring of the defective item.

2.15.8 Scheduled Services (Manufacturer's Warranties)

Table 2-61: Scheduled Services (Manufacturer's Warranties) Technical Requirements

ID	RULE
REQ-373	MOMS shall use and adhere to manufacturers' required maintenance activities and intervals to comply with warranty maintenance requirements so that manufacturer warranties remain valid.
REQ-374	MOMS shall issue an alert at a configurable number of days before the expiration of any warranty period entered.

2.15.9 Spare Parts Inventory Control System

Table 2-62: Spare Parts Inventory Control System Technical Requirements

ID	RULE
REQ-375	MOMS shall include an automated spare parts inventory control system for entering, tracking, and controlling the movement of spare parts used to maintain the ETCS.
REQ-376	The MOMS GUI shall support the entry of each equipment item, device, part, and component.
REQ-377	Entered information shall include part/model number, serial number, primary vendor contact information, alternative vendor contact information, last invoice price for the item, last order lead time (e.g., order to delivery), and the date the user entered the information into the system.
REQ-378	The management of spare parts inventory within MOMS shall integrate with the work order process to track the usage of spare parts.
REQ-379	The MOMS Inventory Management subsystem shall work in conjunction with the GUI entries to remove spare parts from inventory.
REQ-380	MOMS shall contain the functionality to calculate and track the current value of the spare parts inventory.
REQ-381	MOMS shall record and track all repair activities, and the details of the repair and the disposition of the part, including parts retired.
REQ-382	The TSI shall provide a safe and secure storage location for all spares and shall bear all risk for loss or damage.
REQ-383	MOMS shall have the option to move or transfer asset items between locations and the TSI maintenance staff.

ID	RULE
REQ-384	MOMS shall track the complete chain of custody for each inventory item from initial purchase to storage at the TSI facility, to dispensing inventory to staff, to installation in the field, operation, removal, and final disposal.
REQ-385	The MOMS Inventory Management subsystem shall automatically generate alerts when asset inventory reaches a configurable threshold. This Inventory Management subsystem shall then automatically generate purchase order requests based on the low inventory threshold.
REQ-386	MOMS shall contain the functionality to collect and analyze the ETCS component usage data to generate forecasted parts and replacement cycles, as well as forecasted purchases for the succeeding eighteen (18) months. MOMS shall also contain functionality to maintain vendor lists for any of the ETCS assets.

2.15.10 MOMS Reporting

Table 2-63: MOMS Reporting Technical Requirements

ID	RULE
REQ-387	MOMS reporting system shall support the generation of reports in PDF, CSV, and other formats specified.
REQ-388	MOMS shall provide CTRMA read-only access to this subsystem to perform such functions as generating reports, reviewing details of open work orders, investigating current hardware, equipment, and device locations, and reviewing spare parts inventory levels.

2.16 TRAFFIC MANAGEMENT CENTER STAFFING

As part of CTRMA’s long term operations and staffing strategy, CTRMA is considering hiring all or some required TIM Center staff and assuming all full or partial responsibility for TIM Center staffing and operations. A final decision requires CTRMA’s board approval and is not expected to take place until mid-2022, with a transition from the TSI to the CTRMA staff to occur in mid-2023.

Until CTRMA reaches a decision resulting in CTRMA assuming TIM Center staffing responsibilities, the TSI is responsible for all TIM Center staffing needs.

The TSI shall employ, train, supervise, and schedule the required staff to support CTRMA’s TIM Center operations, including, but not limited to, the following duties:

1. Provide coordinated monitoring of incidents with CTRMA and partner agencies.
2. Answer phone inquiries and coordinate incident-related activities with partner agencies to share information related to traffic conditions.
3. Provide monitoring of all equipment and systems, including the TSI-provided ELCC, required to support the express lanes and dynamic pricing system, including traffic control device operation and variable message signs.
4. Operate CTRMA’s third-party Advanced Traffic Management System (ATMS) software interface to field devices and equipment from the TIM Center for traffic management.

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5. Create and post messages for the Dynamic Message Signs (DMS).
6. View traffic conditions on Closed Circuit Television (CCTV).
7. Monitor traffic status, special events, scheduled events, active events, and incident fault status by utilizing CCTV cameras, emergency response, law enforcement reports, and internal systems.
8. Communicate with emergency services such as state and local police, emergency communications centers, emergency response/motorist assist, maintenance departments, and media outlets.
9. Facilitate incident management, which includes detection, verification, response, and clearance.
10. Dispatch emergency response personnel in response to incidents.
11. Monitor all active traffic events that occur during the shift and ensure that the information is accurately recorded into systems and traffic-related messages.
12. Troubleshoot and resolve system-related problems.
13. Coordinate with another TSI and the CTRMA staff with regards to various agencies and general control room coordination, especially at shift change.
14. Assist with the data collection for various reports, travel speed and travel time reports, incident reports, field equipment failures, and any other reports that are required for the operation of the TIM Center.
15. Perform related duties as directed by the CTRMA Traffic and Incident Manager.
16. Provide adequate staff and resources for all tasks and activities throughout the duration of the contract, including planned and unplanned staff absences, emergencies, storms and other significant events.
17. Employ, train, supervise, and schedule ELCC operators. These activities shall include accommodating vacations, sick leave, and other absences of personnel by providing adequate training and supervision of relief operators and on-call personnel.
18. Issue work orders for equipment repair and help establish priorities for the repair of failed equipment.
19. Attend regular meetings with CTRMA to cooperatively identify and prioritize work to be performed.
20. Maintain records and documentation as directed to support the overall operations of the TIM Center and provide data for documenting performance measures and progress.
21. Participate in post-incident debriefings with all appropriate agencies involved in managing major traffic incidents to determine whether existing operating procedures should be changed. The TSI personnel assigned to this task shall be available to respond to electronic notifications within one hour during off-duty hours to help as appropriate.
22. Prepare and submit monthly invoices and progress reports per the applicable CTRMA requirements. Clerical/Administrative support staff will prepare the TSI invoices, reports, forms, letters, and any other official project-related correspondences, as well as the hiring of staff and or other personnel-related duties. The Clerical/ Administrative support staff are not expected to have TIM Center-related activities as a full-time task, nor are they to be based at the TIM Center.

23. The TSI shall provide staffing during peak periods, on holiday weekends, special events, and/or emergency conditions where CTRMA may require greater levels of staffing. If CTRMA deems additional TSI personnel are necessary to operate the expanded functions of the MoPac project, the TSI shall supply extra staff for the short-term, provided a minimum of four-hour notice is given.
24. In no event shall the TSI operator leave the TIM Center unstaffed during an emergency, active event, or incident, even at the end of a shift. If CTRMA determines the additional TIM Center staff shall be a permanent position requirement, the staffing level shall be adjusted via supplemental agreement. Additional pricing estimates shall be provided upon request.
25. The TSI shall provide staffing to operate the TIM Center during peak hours and in operation from 5:30 am to 8:00 pm Central Standard Time (CST), five days a week excluding holidays per CTRMA's approved holiday schedule.

2.17 NETWORK ADMINISTRATION

The CTRMA Fiber Optic Networks (FON) at each facility are private telecommunication network infrastructures. There are two typical configurations currently in use. One consists of Gigabit and Fast Ethernet equipment operating in a ring and a point-to-point (P2P) configuration over a CTRMA-owned fiber optic cable plant. The other configuration consists of a Gigabit Fiber network operating along a single path. Network infrastructure and configurations for each facility are similar but not identical.

The FON serves CTRMA's immediate and long-term telecommunications needs for data and video transmission, supporting present and the future ETCS and ITS. The FON provides for all CTRMA's data communication needs concerning the operation of the Legacy ETCS.

The FON is composed of two distinct elements. The first element is the fiber optic cable and conduit plant, referred to as FON outside plant (OSP). The second element is the networking hardware, referred to as FON inside plant (ISP). The FON OSP includes, without limitation, buried single-mode fiber cable installed in the HDPE conduit. For each existing facility, the FON OSP provides a single ring network backbone. The FON ISP includes, without limitation, Layer 3 Gigabit Ethernet Core switches, Layer 3 Gigabit Ethernet Aggregation switches, Layer 3 Gigabit Ethernet Edge switches, Layer 2 Gigabit Ethernet Edge switches, channel banks, and firewalls. Each facility has a Wrong Way Detection (WWD) system, which, in some instances, may interconnect with the toll system at the layer 3 switch level. The TSI will not be responsible for the WWD system communications.

For each new facility, the TSI is responsible for the installations of all necessary communication equipment, connections, configurations, testing, monitoring, and network administration as it relates to the LAN and WAN. The TSI shall develop network designs in coordination with CTRMA and the civil contractor.

For the transition of existing facilities, the TSI is responsible for all communications equipment, connections, configurations, testing, monitoring, and network administration as it relates to the LAN and WAN necessary to support the transitioned ETCS. The TSI may reuse existing

equipment or install new equipment, as necessary. The TSI shall coordinate the transition of network administration and maintenance responsibilities with the existing TSI and CTRMA as part of the transition of the entire facility, which shall include identification of demarcation points where possible.

All work performed by the TSI shall conform to the latest edition of all codes, standards, and specifications listed below:

1. American National Standards Institute (ANSI)
2. American Society for Testing and Materials (ASTM)
3. Building Officials and Code Administrators, Inc. (BOCA)
4. Computer and Business Equipment Manufacturers Association (CBEMA)
5. Electrical Testing Laboratories (ETL)
6. Illuminating Engineers Society (IES)
7. Institute of Electrical and Electronics Engineers (IEEE)
8. Insulated Cable Engineers Association (ICEA)
9. National Fire Protection Association (NFPA)
10. National Electrical Safety Code (ANSI/IEEE C2)
11. National Electrical Manufacturers Association (NEMA)
12. Underwriters Laboratories, Inc. (UL)
13. National Electrical Contractors Associations (NECA) - National Electrical Installation Standards (NEIS)
14. Electronic Industries Association (EIA) Standards for Interfaces and Interconnection or Electronics
15. Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual
16. Telecommunications Industry Association (TIA)
17. Organization for the Advancement of Structured Information Standards (OASIS)

The civil contractor will provide, terminate, and test the fiber connections from each toll equipment location (the Metro Area Network or MAN). The TSI is responsible for all elements of the LAN. The TSI is responsible for all internet circuits connecting the toll system network(s) to the internet cloud.

The TSI shall coordinate with CTRMA and the civil contractor regarding demarcation points between the onsite fiber network and Internet Service Providers (ISPs). The TSI shall coordinate with CTRMA and the civil contractor regarding overall network design and splicing for the MAN physical network between the toll locations. Once network design is finalized, the TSI shall certify in writing that the network design meets all contract performance requirements.

The TSI shall be responsible for the maintenance of the entire CTRMA communications network installed on the project(s). Network maintenance activities shall include the monitoring of the primary and backup networks transmitting data between the roadside equipment, the Facility Host location(s), and the CTRMA BOS. The TSI shall monitor the connections with all external interfaces at the TOC(s) and Facility Host, such as to the BOS and commercial leased lines.

Appendix A - Scope of Services

The TSI shall be responsible for the protection of the FON outside plant (OSP) including utility locate services and utility coordination with internal and external stakeholders. TSI must comply with applicable laws, all federal, state, and local laws, statutes, ordinances, codes, rules, regulations, guidelines, and industry practices and methods including locating procedures adopted and approved by the National Utility Locating Contractor’s Association (NUCLA) and the State of Texas and include necessary records to research and respond to field investigations to determine the facilities’ locations.

The TSI will coordinate with CTRMA for the development, implementation, and administration of warranty/service support contracts with network equipment manufacturers for all network hardware. Support contracts shall provide for repair/replacement of the CTRMA identified “critical” components within 24 hours of equipment failure.

The TSI shall maintain warranty records and service agreements for all network hardware.

Table 2-64: Network Administration Technical Requirements

ID	RULE
REQ-389	The TSI shall design, integrate, purchase new or re-use current equipment, furnish and install all network elements attached to the toll system side of each network demarcation point needed to protect, operate and maintain the toll system in accordance with the requirements of this contract. All such network elements shall be part of the Toll System.
REQ-390	The TSI shall not furnish any item that has been previously used for development work, a part of a previously purchased system, or any items that have been salvaged or rebuilt.
REQ-391	The TSI will provide warranty and service support contract for all existing network equipment that will be re-used for the term of the contract. Any network equipment which reaches “End of Life” and is no longer supported by the manufacturer will be replaced at the TSI’s cost.
REQ-392	All new network equipment and related operating systems shall be supported with patches, hotfixes, and updates from the manufacturer for a minimum of ten (10) years after installation.
REQ-393	The TSI shall implement the toll system network(s) using industry-standard best practices for securing all interfaces and communications between network elements, including but not limited to multi-factor authentication, virtual private networks, strong passwords, encryption, and intrusion detection/prevention.
REQ-394	The toll system network(s) shall comply with industry-standard best practices for accessing the network(s) from remote locations, including but not limited to multi-factor authentication, virtual private networks, and strong encryption.
REQ-395	The toll system network(s) shall limit access to configurations, operations, and controls to authorized personnel. Multi-factor authentication methods shall control such access.
REQ-396	During design and construction, the TSI shall provide review and comment of civil contractor shop drawings or similar within the context of the toll system network(s) functional and performance requirements.

Appendix A - Scope of Services

ID	RULE
REQ-397	Upon approval of shop drawings or similar design elements by the civil contractor within the context of system function and performance, the TSI shall assume responsibility for those elements. If the civil work is installed as designed and does not meet the performance requirements of this contract, the TSI shall be responsible for the costs of the redesign, civil rework, and additional equipment costs as further outlined in the contract.
REQ-398	The TSI shall review and provide comments on all aspects of plaza design drawings submitted by the civil contractor that is related to the toll system network(s) equipment required to meet the requirements of this contract.
REQ-399	All interfaces that utilize the Internet for communication shall implement a firewall for added security. The firewall configuration shall be submitted to CTRMA for review and approval prior to implementation.
REQ-400	All applicable toll system elements shall be Federal Communication Commission (FCC) licensed and approved.
REQ-401	All elements of the toll system shall not be susceptible to electromagnetic emissions from other equipment operated at department facilities, including but not limited to police two-way radios, citizens' band radios, other radio systems allowed or licensed by the FCC, mobile telephones, security Equipment, roadside lighting, and other electrically powered items.
REQ-402	The TSI shall enter or update all details of each network equipment element into MOMS immediately after installing such an element.
REQ-403	If communications to any of the ETCS are down, an alarm shall be generated and reported to MOMS.
REQ-404	The TSI shall provide an industry-standard network monitoring tool such as SolarWinds to monitor all network equipment actively and provide notification of any network issues. This monitoring tool shall be separate from MOMS but shall interact with MOMS such that MOMS creates and maintains trouble ticket/problem resolutions for the system.
REQ-405	Prior to installing each unit of network equipment, the TSI shall apply all updates, patches, and firmware changes provided by the manufacturer. Critical updates will be tested and installed within thirty (30) days of release. All applicable updates will be reviewed to determine if they are necessary and, if so, will be tested and installed within ninety (90) days of release.
REQ-406	Remote access to all systems shall be VPN based and controlled through an industry-standard Identification and Access Management (IAM) system to ensure the systems meet all state and the CTRMA information security guidelines, with each user having a unique log-in and requiring multi-factor authentication (i.e., Access Control).
REQ-407	CTRMA envisions implementing various pilot programs for new transportation technologies as part of its toll road projects. For new toll facilities, and as part of the network design involved in refreshing the network equipment for current toll facilities, the TSI shall install adequate fiber, cabling, conduit, and bandwidth such that 25% can be reserved to be used by other technology vendors designated by CTRMA. The TSI shall be responsible for network administration of the entire network and will provide configuration and set up assistance to new technology vendors.

Appendix A - Scope of Services

The following table defines cloud-based security, data management, and disaster recovery requirements only if the TSI implements a cloud-based infrastructure in support of the TFH or any TFH or ETCS subcomponents.

Table 2-65: Off-Premise (Cloud-based) Technical Requirements (if applicable)

ID	RULE
REQ-408	The physical location of all systems housing data related to the CTRMA ETCS shall be within the 48 contiguous US states and shall be in a Tier 2 or higher facility.
REQ-409	The TSI shall ensure that no PII or PCI related data is stored on storage devices shared with other cloud provider customers.
REQ-410	All purging of data shall be done through cryptographic erasure.
REQ-411	The TSI shall implement encryption of data at the roadside system level and ensure all data is encrypted prior to transit.
REQ-412	The TSI shall control all encryption keys. The cloud provider shall not control any data encryption keys.
REQ-413	Contracts, licensing, agreements, and the SLAs between the TSI and the cloud provider shall be provided to CTRMA for review and approval.
REQ-414	The TSI shall insure through the contract, agreement, or licensing that all data within the TFH system is owned in totality by CTRMA, and the cloud provider shall provide access to the TFH systems and data at any time at CTRMA's request. This access shall not require approval by the TSI.
REQ-415	The TSI shall insure through the contract, agreement, or licensing that all data will be accessible for export by the TSI or CTRMA on request.
REQ-416	The TSI shall provide an information security audit report for the cloud provider to CTRMA for review and approval prior to the TSI contracting with a public cloud provider.
REQ-417	The TSI shall document their approach to disaster recovery, incident response, and business continuity related to the cloud-based services for CTRMA for review and approval. These concepts shall be addressed in the TSI's Disaster Recovery and/or Security Plan as appropriate. The TSI shall conduct a walk-thru test of the incident response process semi-annually and separately from any disaster recovery or business continuity testing.
REQ-418	The TSI shall address information security specific to security issues with the use of the cloud infrastructure within the TSI's Security Plan.
REQ-419	If the TSI is implementing "on-demand self-service provisioning" for its cloud infrastructure, the TSI shall conduct a weekly audit of its cloud services to ensure no unauthorized usage of services has occurred.
REQ-420	At least one copy of all system and data backups shall not be stored within the same cloud provider systems as the TFH itself.
REQ-421	All connections to the TFH and the cloud management controls and consoles, user interfaces, and APIs shall be made through VPN secured connections. IP Enabled lockdown shall be implemented where appropriate.

2.18 SUCCESSION PLANNING

The TSI shall be responsible for services in support of transitioning the responsibilities of the TSI under this contract to CTRMA and/or another entity whenever this contract terminates. The TSI shall be responsible for the following activities in support of succession:

1. The proposed approach to support the transition to a successor ETCS at the conclusion of the contract.
2. Update all ETCS documentation to include any previously undocumented changes, additions, alterations, and configurations for delivery to CTRMA and any succeeding entity, including the following:
 - a. Detailed Design Document
 - b. Detailed Reports Document
 - c. Business Rules
 - d. Data Dictionaries
 - e. As-Built Drawings
3. Provide all service contracts, agreements, licenses, manuals, Standard Operating Procedures, correspondence, outstanding invoices, manuals, and training materials to CTRMA and any succeeding entity
4. Provide equipment maintenance history
5. Provide spare parts inventory and history
6. Participate in meetings to plan for the transition of the data to another system
7. Participate in testing of migration procedures and applications
8. Provide any technical data requested by CTRMA or any succeeding entity

The TSI shall prepare and submit a Succession Plan to CTRMA. The Succession Plan shall include the following, at a minimum:

1. Provide information and a schedule for the transition of the system
2. Define the personnel, roles, and responsibilities to maintain and execute the plan
3. Define the processes, activities, and controls required
4. Provide for an orderly transition of all components comprising the TSI ETCS from the incumbent TSI to the incoming TSI
5. A list of the TSI maintained facilities including redundant power requirements, UPS configuration, generation, power lines and distribution, environmental control and monitoring systems, fire protection and access controls, rack layouts, wiring, and network
6. Details of the TSI-provided hardware, including open tickets related to incidents with any vendor, storage capacity (e.g., total, used, and available), performance metrics, and planned improvements. Also, the TSI shall provide a catalog of all documents, equipment, and technical data discussed in this section of the SOW, at a minimum.
7. A description of what procedures shall be necessary to prepare and transfer all data and documentation to CTRMA or a succeeding entity

8. A proposed schedule for the succession activities necessary for an efficient, accurate, and complete transition to a succeeding entity.

The Succession Plan shall support a 120-day succession period to transition operations from the incumbent TSI to the incoming TSI. During this 120-day period the TSI must provide continued Services and transition support to ensure that there is business continuity and no negative effects to customers and customer service during the transition.

The initial Succession Plan shall be submitted no later than ninety (90) days after commencement of the maintenance phase with the transition of the first facility as defined in Phase I. The TSI shall update the Succession Plan with the transition of each additional facility and implementation of each new facility within ninety (90) days of the commencement of the maintenance phase for each subsequent Work Authorization. The updated Succession Plan shall address changes and/or new components implemented with each facility. In addition to updates associated with each Work Authorization, the TSI shall update the Succession Plan annually, to reflect any other changes resulting from maintenance, configuration, or upgrades that may impact any aspect of the Succession Plan. All updates to the Succession Plan shall be submitted to CTRMA for review and approval. The TSI shall be responsible for supporting the transition to the successor system, without additional cost, at the end of the contract.

2.19 MANUALS

The following sections provide information regarding reports and system user manuals.

2.19.1 Reports Manual

The TSI shall provide a Reports Manual that includes all available reports. The Reports Manual shall include the following, at a minimum:

1. Name of the report
2. Report description
3. Version number
4. Identification of report field level reconciliation (i.e., which fields in one report can be reconciled to another)
5. Data element dictionary defining each data element in the report to be updated and maintained by the TSI as reports may be modified over time. With any new release of a report, the corresponding data dictionary must be updated and provided for approval to CTRMA along with the report
6. Latest date of any revision
7. Sample report
8. SQL queries (or similar construct)

The reporting system shall generate, display, export, and store reports as per the following requirements:

Appendix A - Scope of Services

1. Report generation screens shall be standardized such that layout, entry fields, buttons, search functionality, and similar features are the same across all reports.
2. Multiple tabs shall be avoided.
3. Date and time entry fields shall have a feature that allows for the quick entry of values appropriate and typical to the given report. For example, the date and time entry fields have a button or link that completes the From Date/Time entry fields from the beginning of the current day, and the To Date/Time entry fields with the end of the current day.
4. Standard reports shall be scheduled to be generated automatically on a user-defined frequency/time or by user demand.
5. User access to reports based on pre-defined, configurable user categories.
6. Summary and detail level reports shall allow the user to drill down from summarized data fields to obtain the detailed underlying data.
7. Standardized report format with headers and footers on all pages that contain the following:
 - a. CTRMA logo
 - b. Report title
 - c. Selection criteria used to generate the report
 - d. Date and time when the report was generated
 - e. Username
 - f. Indicator of whether the report contains adjustment data
 - g. Page number and the total number of pages contained in the report
 - h. Subtotals
 - i. Print sizes ranging from letter-size to tabloid-size paper
8. Column and row titles labeled using terms that are clearly defined in user documentation and applied consistently throughout all reports.
9. An unlimited number of columns to display the necessary data. Reports that are intended to be printed shall be approved by CTRMA for columns, look and feel.
10. Segregation of relevant data by facility/segment.
11. Selection of one or more specific facilities and segments.
12. Range of output options including PDF, CSV, Excel 2016 (or later), and screen display.
13. Full reconciliation, whereas detail level reports support summary level reports and data points (numbers) reconcile between them.
14. The transaction and revenue reports shall be available by the facility/segment.
15. All reports shall adhere to the report performance KPI's.

Hourly, daily, weekly, monthly, and yearly transaction and revenue shall be available by location (facility, plaza) and presented in row/column format as well as in graphical and/or chart format.

The TSI shall develop and submit a Reports User Manual for review, comment, and approval by CTRMA. This manual shall detail each report delivered to CTRMA, including report name, column headings, report parameters, and details for expected data in each column/row.

2.19.2 System User Manuals

The TSI shall provide a set of system user manuals designed to provide the intended users with the information necessary to perform their work as it relates to the proposed system. All manuals provide a logical system-oriented organization and content that incorporates a full range of diagrams, illustrations, graphics, screenshots, tables, and instructions required to perform supported system functions. Manuals shall be provided in electronic format. As a guiding principle for the development of the ETCS user manuals, all necessary documentation shall be provided to allow a third party to maintain, configure, and test any proposed customized components of the system. The TSI shall keep all user manuals current for the duration of the contract, as described in Section 2.7.6.5, Online Document Sharing and Document Management System.

The TSI shall develop and submit the ETCS User Manual for CTRMA to review, comment, and approval. This manual shall cover all aspects of each subsystem functionality accessible by a GUI, including authentication, screen navigation, menu items, and descriptions, drill-down capability and description, graphics capability, report generation, and maintenance features. Instructions and guidelines for power-up and shut-down, configuration settings, online component replacement, system administration tasks including back-up, recovery, and archiving data and files, and disaster recovery demonstration testing. Screen views shall be including an explanation of each field, drop-down menu choice, links, and navigation buttons.

System User Manuals required for the project include the following, at a minimum:

1. Reporting manual (refer to Section 2.19.1, Reports Manual)
2. Roadside system flow diagram (that illustrates how the roadside works to generate transactions/images and send upstream for host processing)
3. DVAS Manual
4. Audit and Reconciliation Manual
5. Dynamic Pricing and Trip Building Manual
6. MOMS User Manual

2.20 INTELLIGENT TRANSPORTATION SYSTEMS (ITS) MAINTENANCE

CTRMA may request the TSI to perform maintenance services on the existing and/or proposed ITS, as identified in this document. These supplemental services may include installation, maintenance, and repairs for existing and future ITS devices and infrastructure, owned by CTRMA, referred to hereinafter as the ITS. The ITS may consist of, but is not limited to, the following:

1. Device grounding and surge suppression
2. Conduit, laterals, and duct bank
3. Communications cable
4. Pull, splice, and junction boxes
5. Electrical power service assemblies
6. Device poles and mounting assemblies

7. Radar Vehicle Sensing Device (RVSD)
8. Bluetooth reader devices
9. Equipment, network, and remote cabinets
10. Video equipment, including CCTV cameras, video encoders/decoders, and video wall components
11. Network devices, including aggregation/distribution, edge switches, terminal servers, Ethernet extenders, and media converters
12. Highway signing, including DMS, embedded dynamic messaging signs (EDMS), and electronic display signs, as well as supporting structures
13. Connected Vehicle (CV) infrastructure, including roadside units (RSU) and in-cabinet equipment
14. Wrong Way Driving Systems (WWDS)
15. Wireless communication devices
16. Communications hubs and equipment shelters
17. Environmental conditioning equipment
18. UPS (future)
19. Ramp metering assemblies (future)
20. Visibility Sensors (future)
21. Road weather information systems (RWIS) (future)
22. Ancillary facilities (i.e., LoneStar® data servers and workstations)
23. Advanced Traffic Management Systems (ATMS) software
24. Application-Specific software packages (e.g., Video Analytics, Connected Vehicle applications)
25. Automated License Plate Readers (ALPRs)
26. Hardware, software, and firmware related to ITS equipment and other traffic control devices

2.20.1 Services to be Provided

Maintenance of the ITS may include scheduled maintenance, non-scheduled maintenance and repairs, and emergency repair services.

2.20.1.1 Scheduled Maintenance Services

The TSI will coordinate the frequency of scheduled maintenance services with CTRMA. The TSI will be responsible for responding to maintenance requests according to the priority assigned by CTRMA. At the discretion of CTRMA, the TSI may be dispatched to any work priority deemed appropriate by CTRMA.

2.20.1.2 Device Site Deficiencies

In the event the TSI encounters minor and/or major device deficiencies while performing preventive maintenance services as outlined above, the TSI shall correct such deficiencies during the preventive maintenance site visit whenever possible. CTRMA shall approve major device deficiencies corrections.

CTRMA considers minor deficiencies to be items such as, but not limited to, an unplugged device cable, tripped circuit breaker, or loose connector. CTRMA considers major deficiencies to be items such as, but not limited to, a non-functional device site with damaged equipment, components exposed to weather, exposed power cabling, or items constituting a safety hazard. The TSI would immediately contact CTRMA to report major deficiencies.

2.20.1.3 Non-Scheduled Maintenance and Repairs

Non-scheduled maintenance includes reactive maintenance, replacements, and diagnostic work necessary to correct deficiencies and keep the ITS operational. This work is not scheduled but is often generated by failures caused by acts of God, construction, or accidents. Non-scheduled maintenance may include, but is not limited to:

1. Field repair or replacement of ancillary parts or equipment for any ITS device
2. Resetting DMSs
3. Resetting and focusing CCTV lenses
4. Resetting RVDS
5. Resetting RSUs
6. Resetting WWDS detection
7. Configuring or repairing the communications network, including switches and terminal servers
8. Configuring or repairing CCTV video transmission equipment, including encoders and decoders, as applicable
9. Testing fiber optic cable (FOC) for optical budget requirements
10. Repairing damage caused by vandalism or accidents

If the cause of a failure is unknown, CTRMA may have the TSI perform diagnostic work as required to determine the cause of the failure.

2.20.2 Diagnostic and Troubleshooting Services

The TSI may be required to provide diagnostic and troubleshooting services when equipment is inoperable, and field troubleshooting is needed to identify the problem, as coordinated with CTRMA. Diagnostic and troubleshooting services include, but are not limited to:

1. Field diagnostic testing and troubleshooting
2. Minor equipment repairs following diagnosis
3. Diagnostic and repair report/documentation
4. Equipment failure/defective equipment investigation

2.20.3 Repair Services

Repairs and/or parts replacement may be covered under this effort, as approved by CTRMA. The TSI will submit a written request(s) to CTRMA for approval of any additional labor usage and expenditures that are not covered. Descriptions of additional labor, materials, and equipment will be included as part of a work request as well as a justification for the work. Repairs that require expertise and/or specialized equipment of the manufacturer will be considered original equipment manufacturer (OEM) repairs. OEM repairs are those specialized repairs that cannot be made by the TSI and must be made by a manufacturer or vendor of the

equipment/component. In the event a device manufacturer is no longer producing, selling, or repairing a specific device, the TSI will research, price, and present an alternative product to CTRMA.

The TSI is required to assure CTRMA that warranties are not voided by TSI repair services or other actions of the TSI at any point during the contract. If a device warranty expires, the TSI will notify CTRMA for the option to renew and/or replace the device if the unit is non-operational.

2.20.3.1 Field Site Repair

The TSI will have the necessary equipment and personnel capable of maintaining and repairing the field equipment and infrastructure deployed throughout the geographic coverage area of CTRMA. This includes a variety of devices and communications infrastructure. Field site repair includes, but is not limited to, device replacement, electrical service work and repair, optical fiber cable splicing and troubleshooting, Optical Time Domain Reflectometer (OTDR) testing, fiber enclosure/fiber distribution panel installations, and terminations, as necessary.

The TSI will have the capability to install both open trench and directional bore conduit for new installation and replacement of damaged conduit. It may be the responsibility of the TSI to perform all subsurface utility engineering (SUE) and obtain any permits required before the TSI commences any work, as requested by CTRMA. After completion of the device and/or communications infrastructure work by the TSI, a report will be presented to CTRMA for record-keeping of changes made to the fiber communication infrastructure and other components of the ITS.

1. **Minor Repair:** Minor repairs/replacement of ITS components due to equipment malfunction or end-of-service-life. Minor repairs also include, but are not limited to, reattaching loose cable connections, power reset of all equipment, and other incidental repair work. The TSI will perform the necessary repair/replacement work, which includes diagnostic services.
2. **Major Repair:** Major repairs are defined as non-typical repairs that need diagnostic services to identify the problem, extensive repair services, MOT and lane closures, utility coordination, or other regional agency coordination, such as damage caused by crashes, vandalism, theft, weather events, fiber cuts, power loss from the utility service point, and construction activity. Typical major repairs and parts replacement consist of but are not limited to, repair or replacement of damaged, missing, or malfunctioning equipment to maintain the ITS operation and functionality.
3. **Warranty Repair:** The TSI will act on behalf of CTRMA to track manufacturer warranties and pursue warranty repairs from device manufacturers when the manufacturer's warranty covers failures. The TSI is responsible for coordinating warranty repairs with CTRMA and the device manufacturer/reseller.

2.20.3.2 Equipment Replacement

This work may include furnishing replacement devices needed for the maintenance of the ITS, as required. Technical data sheets for all new replacement parts will be required to be

submitted and approved by CTRMA. Proposed replacement parts will be the latest compatible technology, equal to or better in function and quality to existing ITS components or equipment.

2.20.4 Emergency Repair Services

Emergency services consist of the restoration of components resulting from any malfunction or damage that creates a safety hazard or severely reduces the operational effectiveness of the overall ITS. The TSI may immediately correct any safety hazards discovered in the ITS, as requested by CTRMA. Failures tend to be caused by severe and unusual forces of nature, crashes and collisions, vandalism, theft, fire, erosion, and extreme exposure to chemicals or pollutants.

The TSI will be required to document malfunction and damage that necessitates emergency repair services. At a minimum, documentation will include:

1. Device location, type, model, and serial and control number
2. Date and time of the incident
3. Cause of failure and name of the person reporting failure
4. The site needs analysis and digital photo documentation
5. Immediate repairs and corrective actions are taken, including temporary repairs and repair cost breakdown
6. Corrective actions necessary for permanent repairs to be performed, including parts list, schedule, and estimated cost

2.20.5 Equipment Logs

The TSI will be required to document equipment and activities performed at each ITS device location. The TSI will be required to maintain an equipment log that documents preventive scheduled maintenance and repair services, including repair logs, parts replacement, special notes, recommendations, and equipment warranty records. Device records will be required to include, but will not be limited to:

1. Device location, number, and type
2. Model and serial number
3. Firmware version
4. Manufacturer
5. Date, time, and description of the failure
6. Report of failure source
7. Response details including arrival time, site conditions, and actions are taken
8. Resolution details with documentation
9. Spare part used, including type, model, serial, and control number
10. Replacement part notes and repair actions

2.21 DATA PLATFORM

CTRMA may request at CTRMA's option the TSI to develop a back-office architecture design that provides to provide additional Data Platform Hosting and development of a transaction processing system, including the following:

1. Centralized, secure, and redundant data hosting for all data entities necessary for toll transaction processing
2. External data exchange points that provide flexible structured transaction data transmissions to and from third parties
3. Multi-step modular pricing and discounting business logic
4. Auditable data governance and security
5. UX/UI-driven data and business process administration
6. Public, external, and internal fixed reporting & cached data access

2.21.1 Data Platform Releases

CTRMA has organized the Data Platform program into multiple releases as described in Sections 2.21.1.1 through 2.21.1.6.

2.21.1.1 Release 1 Data Platform

1. Assessment, selection, and implementation of hosting solution(s)
2. Hosting topology design and hardware/software implementation
3. Selection, licensing, and implementation of data platform application(s)
4. Defining rules/requirements for Availability, Retention, and Recovery
5. Availability, Capacity, Redundancy, Security, et. al. declaration and testing
6. Development of Fixed Toll Road Transaction database(s) and relationships
7. Design, development, and testing for external Fixed Toll Road Transaction data exchanges (Fixed file, API, XML, JSON)
8. Policies & Procedures documentation
9. Initialization of Source Data Entity Catalog
10. Assessment, selection, and implementation of e-discovery toolset(s)

2.21.1.2 Release 2 Interim Routing & Data Exchanges

1. Development of IOP Hub database(s) and relationships
2. Development of DMV Hub database(s) and relationships
3. Design, development, and testing for external IOP Hub data exchanges (Fixed file, API, XML, JSON)
4. Design, development, and testing for external DMV Hub data exchanges (Fixed file, API, XML, JSON)
5. Policies & Procedures documentation
6. Revision of Source Data Entity Catalog
7. Development of automated business process(es) for payor ID and payment path routing logic

8. Development of UX/UI for monitoring and reporting of automated business process(es) for payor ID and payment path routing logic

2.21.1.3 Release 3 Data Governance & Reporting Cache

1. Development of Reporting Cache data platform
2. Development of Public Reporting database(s) and relationships
3. Implementation and testing of data push from master data source to Reporting Cache
4. Development of automated Public Report(s) generation
5. Design, development, and testing for Public Reporting data exchanges (Fixed file, API, XML, JSON)
6. End-to-end testing of Reporting Cache and Public Reporting exchange solutions
7. Support for establishment of Data Governance strategy and approach
8. Definition of Data Use criteria
9. Automation of Data Governance process(es) including certification and affirmation for data use
10. UX/UI for administration and facilitation of Data Governance process(es)
11. Documentation of Data Governance Policies & Procedures
12. Development of Data Governance Awareness training, compliance, and certification
13. Declaration and implementation of Data Governance Audit(s)

2.21.1.4 Release 4 Reporting & Analytics

1. Development of External Reporting database(s) and relationships
2. Development of Internal Reporting database(s) and relationships
3. Implementation and testing of data push from master data source to Reporting Cache
4. Development of automated External Report(s) generation
5. Development of automated Internal Report(s) generation
6. Design, development, and testing for External Reporting data exchanges (Fixed file, API, XML, JSON)
7. End-to-end testing of Reporting Cache, Internal, and External Reporting exchange solutions
8. Assessment, selection, procurement, and implementation of Internal Reporting & Analytics tool(s)
9. Development of initial suite of internal analytics reports (per identification and prioritization)

2.21.1.5 Release 5 Pricing & Invoicing Automation

1. Development of Product database(s) and relationships
2. Development of Discount database(s) and relationships
3. Development of Invoice database(s) and relationships
4. Design and development of automated Product Management process(es)
5. Design and development of UX/UI for Product Management
6. Design and development of automated Discount Management process(es)

7. Design and development of UX/UI for Discount Management
8. Design and development of automated Invoice Management process(es)
9. Design and development of UX/UI for Invoice Management
10. Development of UX/UI for monitoring and reporting of automated business process(es) for end-to-end Transaction Pricing & Invoicing process(es)
11. Design, development, and testing for Pay by Mail('PBM') Invoice data exchanges (Fixed file, API, XML, JSON)
12. Design, development, and testing for IOP Hub Invoice data exchanges (Fixed file, API, XML, JSON)

2.21.1.6 Ongoing Operations, Maintenance and Support

1. Managed Services for Hosting Administration & Support
2. Managed Services for Database Administration & Support

3 DATA RETENTION GENERAL GUIDELINES

The Toll System Integrator (TSI) shall retain the different data types for the durations described below. Once the online retention period has been reached, the TSI may archive data off the system. Should CTRMA request any archived data from the TSI, it shall be produced for CTRMA within a single business day.

FE = Fiscal year-end

3.1 DATA RETENTION GUIDELINES GENERAL REQUIREMENTS

Table 12-66 provides information regarding the data retention general requirements.

Table 12-66: Data Retention General Guidelines General Requirements

Data Type	Category	Online Retention Period*	Long Term Storage Requirement
Images	Unpaid transactions	FE + 5 years	Term of contract + 120 days
Images	Paid transactions	FE + 1 years	Term of contract + 120 days
Images	Non-pursuable (code-offs, exempt, etc.)	FE + 1 years	Term of contract + 120 days
Transponder and Video-based Transaction Data	Unpaid transactions	FE + 5 years	Term of contract + 120 days
Transponder and Video-based Transaction Data	Paid transactions	FE + 1 years	Term of contract + 120 days
Transponder and Video-based Transaction Data	Non-pursuable (code-offs, exempt, etc.)	FE + 3 years	Term of contract + 120 days
DVAS Video Data	All	90 days	No long term storage required
Rate Tables	All	FE + 5 years	Term of contract + 120 days
Traffic Data	All	FE + 1 year	Term of contract + 120 days
System Logs	All	30 days	Term of contract + 120 days
MOMS Data	All	FE + 1 year	Term of contract + 120 days
Application Configuration Files	All	90 days	Term of contract + 120 days

Central Texas Regional Mobility Authority
Appendix A - Scope of Services

Data Type	Category	Online Retention Period*	Long Term Storage Requirement
Tag Validation List (TVL) and License Plate Validation Lists (LVL)	All	Six months	Six months

*Online retention period not to exceed the term of the contract + 120 days.

4 PROJECT DELIVERABLE SCHEDULE

4.1 PROGRAM DELIVERABLE SCHEDULE

Table 4-1 provides information regarding the program deliverable schedule.

Table 4-1: Program Deliverable Schedule

Scope of Work Section	Deliverable Name	Due Date	CTRMA Review Period
Program-Level Deliverables (These are provided initially at the start of the program)			
2.7.3.1.1	Initial Master Project Schedule (updated as required)	15 days after NTP	15 days for initial schedule 5 days for approved changes
2.6.10.1	Software Development Plan	30 days after NTP	15 days
2.7.3.1.1	Program Management Plan initial version <i>- includes the following sections</i>	30 days after NTP	30 days
2.7.3.1.1	a. Roles and Responsibilities		
2.7.3.1.1	b. Scope Management Plan		
2.7.3.1.1	Program Management Plan updated <i>- includes the following sections added</i>	60 days after NTP	30 days
2.7.3.1.1	c. Quality Management Plan		
2.7.3.1.1	d. Communication Management Plan		
2.7.3.1.1	e. Requirements Management Plan		
2.7.3.1.1	Program Management Plan final version <i>- includes the following sections</i>	90 days after NTP	30 days
2.7.3.1.1	f. Change Management Plan		
2.7.3.1.1	g. Configuration Management Plan		
2.7.3.1.1	h. Risk Management Plan		
2.11.1	First version of Requirements Traceability Matrix	120 days after NTP	60 days
2.11.2	First version of Interface Control Documents		
2.11.3	First version of System Detailed Design Documents		
2.6.4	First version of Reports Detailed Design Documents	180 days after NTP	60 days
2.11.5	Backup, Recovery, and Data Archive Plan		
2.13.1	Master Test Plan		

Appendix A - Scope of Services

Scope of Work Section	Deliverable Name	Due Date	CTRMA Review Period
Program-Level Deliverables (These are provided initially at the start of the program)			
2.10.2	Data Migration Plan (REMOVED FROM SCOPE OF WORK)	180 days prior to revenue collection	60 days
2.12.1.1	Training Plan		
2.14.2	Maintenance Plan		
2.11.1	Final version of Requirements Traceability Matrix	120 days prior to revenue collection	60 days
2.11.2	Final version of Interface Control Documents		
2.11.3	Final version of System Detailed Design Documents		
2.14.12	Security Plan	90 days prior to revenue collection	30 days
2.6.4	Final version of Reports Detailed Design Documents	60 days prior to revenue collection	30 days
2.12.1.2	Training Curriculum and Training Materials		
2.14.10	Safety Plan		
2.11.4	Disaster Recovery Plan	30 days prior to revenue collection	30 days
2.14.8	Initial Spare Parts Inventory		
2.14.11	Traffic Control Plan		
2.18	Succession Plan	90 days after beginning of maintenance phase	30 days
2.19.2	MOMS User Manual	30 days after start of revenue collection	30 days
2.19.1	Reporting Manual		30 days
2.19.2	Roadside System Flow Diagram	60 days after start of revenue collection	30 days
2.19.2	DVAS System Manual		
2.19.2	Audit and Reconciliation Manual	90 days after start of revenue collection	30 days
2.19.2	Dynamic Pricing and Trips Manual		

4.2 PROJECT DELIVERABLE SCHEDULE

Table 4-2 provides information regarding the program deliverable schedule.

Table 4-2: Project Deliverable Schedule

Scope of Work Section	Deliverable Name	Due Date	CTRMA Review Period
Project-Level Deliverables (These are provided with each new work authorization)			
2.7.3.1.2	Work Authorization/Project Schedule	Required for work authorization approval	15 days
2.7.3.1.2	Project Scope	Required for work authorization approval	15 days
2.7.3.1.2	Baseline Cost	Required for work authorization approval	15 days
2.7.3.1.2	Communication Plan	15 days after work authorization	15 days
2.7.3.1.2	Updated Roles and Responsibilities	15 days after work authorization	15 days
2.7.3.1.2	Project Risk Register	30 days after work authorization	15 days
2.7.6.2	Responsibility Matrix	30 days after work authorization	15 days
Design Deliverables			
2.11.1	Updated Requirements Traceability Matrix	60 days after work authorization approval	30 days
2.11.2	Updated Interface Control Documents	90 days after work authorization approval	30 days
2.11.3	Updated System Detailed Design Documents	90 days after work authorization approval	30 days
2.11.3	Updated Reports Detailed Design Documents	90 days after work authorization approval	30 days
2.11.4	Updated Disaster Recovery Plan	120 days after work authorization approval	30 days
2.11.5	Updated Backup, Recovery, and Data Archive Plan	120 days after work authorization approval	30 days
Test Deliverables			
2.13.1	Updated Master Test Plan	120 days after work authorization approval	15 days
2.13.3	Project Test Plans and Procedures	30 days prior to start of the test	20 days

Appendix A - Scope of Services

Scope of Work Section	Deliverable Name	Due Date	CTRMA Review Period
2.13.2	Project Test Reports	5 days after successful completion of each test	15 days
Installation and Transition Deliverables			
2.8.1	Installation Plan (for each new facility)	60 days prior to installation	15 days
2.9.1	Transition Plan (for each transitioned facility)	60 days prior to beginning of installation	15 days
2.10.2	Updated Data Migration Plan (REMOVED FROM SCOPE OF WORK)	120 days prior to revenue collection	20 days
2.14.9	As-Built Drawings for each transitioned/new facility	30 days after revenue collection begins	20 days
User and Training Deliverables			
2.12.1.2	Updated Training Curriculum and Training Materials	90 days prior to beginning of installation	15 days
2.19.1	Updated Reporting Manual	60 days prior to training	15 days
2.19.2	Updated Roadside System Flow Diagram	60 days prior to training	15 days
2.19.2	Updated DVAS System Manual	60 days prior to training	15 days
2.19.2	Updated Audit and Reconciliation Manual	45 days prior to training	15 days
2.19.2	Updated Dynamic Pricing and Trip Building Manual	45 days prior to training	15 days
2.19.2	Updated MOMS User Manual	45 days prior to training	15 days
Maintenance and Succession Deliverables			
2.14.2	Updated Maintenance Plan	60 days prior to beginning of warranty period	15 days
2.14.8	Updated Spare Parts Inventory	60 days prior to the warranty period	15 days
2.14.10	Updated Safety Plan (if needed)	60 days prior to the warranty period	15 days

Appendix A - Scope of Services

Scope of Work Section	Deliverable Name	Due Date	CTRMA Review Period
2.14.11	Updated Traffic Control Plan (if needed)	30 days prior to the warranty period	15 days
2.14.12	Updated Security Plan (if needed)	30 days prior to beginning of warranty period	15 days
2.18	Updated Succession Plan	90 days after beginning of maintenance phase	20 days
Monthly and Periodic Deliverables			
2.7.1	Monthly Project Schedule Update	2 days prior to each status meeting	2 days
2.7.1	Monthly Progress Report	2 days prior to each status meeting	2 days
2.14.3	Monthly Maintenance Report	Last day of month after the first full month of go-live	5 days
2.7.5.3	Continual Improvement Proposal	4 weeks after each Continual Improvement meeting	15 days

5 KEY REPORTS

In addition to the TSI’s standard suite of reports, as defined in Section 1.5.4.1 Categories of Reports and subsections, and custom reports developed as part of Section 1.6.4 Reports Development Workshop, the TSI shall deliver reports representative of items described herein.

The TSI may utilize existing reports to satisfy the Key Reports, if acceptable to CTRMA. The TSI will coordinate with CTRMA during the Reports Development Workshop to determine which reports may be satisfied by utilizing reports in the TSI’s current reporting suite, and any modification or new development required.

5.1 CHRONOLOGICAL STATUS

The Chronological Status report shows the details for each transaction through all steps, from occurring at the lane to final disposition.

Selection Criteria	Facility Plaza Lane Plaza Transaction ID Transaction Date Transaction Time (including seconds)
Key Data Elements	Transaction Time Status (<i>detail description of the transaction at the related time</i>)

5.2 DAILY EXPRESS LANE VOLUME AND TOLL RATES SUMMARY

The Daily Express Lane Volume and Toll Rates Summary provides Express Lane traffic flow and speed variance for a specific 4-minute time intervals grouped by segment.

Selection Criteria	Date Range (Start and End Date and Time) Facility Plaza
Key Data Elements	Segment (<i>multiple facilities</i>) Date Interval (<i>4-minute range, configurable</i>) Express Lane Average Speed Express Lane Volume (count of vehicles) Express Lane Occupancy Percentage Express Lane Density Per Mile Express Lane Toll

5.3 DETAILED TRANSACTION REPORT

The Detailed Transaction Report provides a listing of transactions by Plaza and lane showing specific detailed and analytical information about the transaction.

Selection Criteria	Facility Plaza Date Range (Start and End Date and Time)
Report by	Transaction
Key Data Elements	Plaza Lane Transaction Time Transaction ID Vehicle Entry Time Vehicle Exit Time Axle Count (Forward, Reverse, Indicated) Normal or Unusual Occurrence Tag File associated with the transaction

5.4 ETC PENETRATION STATISTICS

The Electronic Toll Collection Transaction Penetration Statistics Report provides a matrixed summary of electronic transactions and penetration percentage, summarized every 30 minutes, and displayed by plaza for a specific facility.

Selection Criteria	Facility Revenue Date
Report by	Every Half Hour by Plaza
Summarize by	Transaction Count
Key Data Elements	Total Electronic Transaction Count Percent of Total

5.5 EXPRESS LANE TRAFFIC STATISTICS SUMMARY

The Express Lane Traffic Statistics Summary provides a of the total transactional volume summarized by day and plaza.

Selection Criteria	Date Range (Start and End Date and Time) Facility
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Appendix A - Scope of Services

	Plaza
Summarize by	Day and Plaza or trip segment
Key Data Elements	Day Plaza Trip segment General Purpose Volume Express Lane Volume Total Volume Trip Count Express Lane Percent Express Lane Revenue Expected Revenue per Vehicle

5.6 EXPRESS LANE VS GENERAL PURPOSE LANE PERFORMANCE

The Express Lane vs. GP Performance report provides a side by side comparison of Express Lane and General Performance traffic flow and speed variance for a specific 4-minute time interval, summarized by segment.

Selection Criteria	Date Range (Start and End Date and Time) Facility Plaza
Summarize by	Segment (multiple plazas)
Key Data Elements	Segment ID Date Interval (<i>4-minute range, configurable</i>) Direction General Purpose Lane Flow Rate Express Lane Flow Rate Express Lane Speed Variance

5.7 TOLL OPERATIONS SUMMARY

The Toll Operations Summary provides information summarized by date and half-hour time segments, showing AVI and Pay by Mail transaction counts, Express Lane and GP Lane Average Speeds, and Express Lane and GP Lane Travel Times. The report also shows a graphical representation of Average Speed for every half hour segment for both Express Lanes and General Purpose lanes.

Appendix A - Scope of Services

Selection Criteria	Start Date Trip (<i>Start and End points</i>) Stats
Key Data Elements	Day and Time (every 30 minute) Average Toll Rate Max Toll Rate AVI Toll Transaction Summary Count Pay by Mail Transaction Summary Count Total Transactions ETC Penetration percentage Express Lane Average Speed General Purpose Lane Average Speed Speed Variance Express Lane Travel Time (mm:ss) General Purpose Lane Travel Time (mm:ss) Travel Time Variance (mm:ss)

5.8 MONTHLY SUMMARY OF OPERATIONS

The Monthly Summary of Operations Report provides key Express Lane statistics for peak and off-peak hours including pricing, volumes, and speeds.

Selection Criteria	Facility Month
Key Data Elements	Transaction Counts by segment Pricing by transaction type (AVI or image based) Pricing range (min – max) Total Revenue Average weekday toll amount Average weekend toll amount Average Morning Peak Toll amount Average Afternoon Peak Toll amount Average Off Peak Toll amount Average weekday volume Average weekend volume Average Morning Peak volume Average Afternoon Peak volume Average Off Peak volume Average weekday Express Lane and General-Purpose Speed

Appendix A - Scope of Services

	Average weekend Express Lane and General-Purpose Speed Average Morning Peak Express Lane and General-Purpose Speed Average Afternoon Peak Express Lane and General-Purpose Speed
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5.9 DAILY TRIP SUMMARY REPORT

The Daily Trip Summary Report provides summary detail by Trip Date of total counts of transactions, trips, and pending transactions.

Selection Criteria	Date Range (Start and End Date and Time) Facility
Key Data Elements	Trip Date Transaction Count Total Trip Count Total Pending Count Total Average Transaction Per Trip

5.10 FARE SCHEDULE DETAIL REPORT

The Fare Schedule Detail Report provides a listing of Fare Schedules showing the unique Fare File ID number, along with the scheduled Start Date and End Date.

Selection Criteria	Date Range (Start and End Date and Time) Facility
Key Data Elements	Fare File ID Number Scheduled Start Date Scheduled End Date

5.11 PENDING TRANSACTION TRIP BUILDING STAGES REPORT

The Pending Transaction Stages Report provides a summary of transaction in various defined stages, summarized by Transaction Date.

Selection Criteria	Date Range (Start and End Date and Time) Facility
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Appendix A - Scope of Services

Key Data Elements	Transaction Date Facility Tolling Point Hour Total Transaction Count Tag Transaction Count Image Transaction Count Matched Transaction Count ¹ Assembled Count ² Pending Count ³
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5.12 RATE FILE DISPLAY REPORT

The Rate File Display Report provides a listing of fare files and the details contained in the fare file.

Selection Criteria	Date Range (Start and End Date and Time)
Key Data Elements	Fare File Name Trip Fare ID Rate Sign Code Primary Rate File Loaded Timestamp Scheduled Effective Time Scheduled Expiration Time Trip Fare Effective Time Trip Fare Expiration Time Sign Display Time Effective Time Lag Override Trip Name Distance To Tollpoint Feet/Sec Sign Time Rate Increase Trip Mode

¹ Number of transactions assembled in trips

² Total Trips assembled

³ Transactions not assembled in trips

5.13 VARIABLE FARE SCHEDULE DETAIL

The Variable Fare Schedule Detail provides a listing of the Fare File ID (which includes an effective start and end date), and the associated vehicle class rate for both AVI and Pay by Mail.

Selection Criteria	Date Range (Start and End Date and Time) Facility
Key Data Elements	Fare File ID Fare Class AVI Rate Pay by Mail Rate

5.14 LANE FARE SCHEDULE

The Lane Fare Schedule report provides a listing of all assigned toll rates for each plaza and lane by the effective start and end date for the assigned rates.

Selection Criteria	Facility Plaza Lane Revenue Date
Key Data Elements	Plaza Lane Open Date Class Fare Discount

5.15 TRANSACTION SUMMARY REVENUE REPORT

The Transaction Summary Revenue report provides a count and total revenue associated with transactions processed by facility and plaza for each transactions type, AVI or image based, and by number of axles.

Selection Criteria	Facility Plaza Revenue Date Period (Daily, Weekly, Monthly, Yearly)
Report by	Plaza by AVI Axle Count and Violation Axle Count

Appendix A - Scope of Services

Key Data Elements	Transaction Count
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5.16 DAILY TRANSACTION RECONCILIATION

The Daily Transaction Reconciliation report provides daily transaction counts and associated revenue for AVI and Non-Revenue transactions including associated revenue amounts.

Selection Criteria	Start Date End Date Facility
Key Data Elements	AVI transactions sent, posted, and rejected Non-Revenue transactions sent, posted and rejected Expected Revenue for AVI transactions sent, posted, and rejected Posted Revenue for AVI transactions sent, posted, and rejected Variance for transactions counts and expected revenue

5.17 CSC IMAGE REVIEW COUNTS

The CSC Image Review Counts report provides a summary count of sent and received transactions by plaza for the selected date range.

Selection Criteria	Date Range (Start and End Date) Facility
Key Data Elements	Plaza Count of Images Sent Count of Images Received Variance of Sent and Received Images

5.18 CODE OFFS BY LANE

The Code Off by lane report provides a count and associated revenue of all code offs by code off type for each plaza and lane.

Selection Criteria	Facility Date Range (Start and End Date)
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Appendix A - Scope of Services

Report by	Lane
Key Data Elements	Type of Code Off (unpursuable plates) Total Transaction Count Total Expected Revenue Lost

5.19 CODE OFF ANALYSIS

The Code Off Analysis report provides an in-depth review of code off results including summary and detail level data and trends of code-offs by facility, plaza and lane using tables, interactive graphs, and dashboards. This includes categories of code-offs, and code-off counts as well as associated revenue.

Selection Criteria	Facility Plaza Lane Code off type Date Range
Key Data Elements	Count of code off transactions Percentage of code off transactions compared to total transactions reviewed Associated revenue impact of code off transactions Code off by plaza Code off by plaza and lane Code off revenue impact by plaza Comparison of code off by plaza Comparison of code off by code off type

APPENDIX B
Form of Work Authorization



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Appendix B

Work Authorization Sample

SAMPLE

17. Sample Work Authorization

Disclaimer

The Sample Work Authorization is provided solely for the Proposer's reference and does not represent a comprehensive or final work authorization template. The Sample Work Authorization is subject to change without notice. Since each work authorization will be specific to the scope of each individual project, as specified by the Mobility Authority, each work authorization may be unique and content may vary. For example, should the project utilize federal funding, additional federal regulations will apply.

The selected Proposer and the Mobility Authority shall coordinate, negotiate and mutually agree upon the contents of each work authorization in advance of each project.

SAMPLE



CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION

WORK AUTHORIZATION NO. XX (CTRMA-designated number)
TOLL SYSTEM IMPLEMENTATION

ENTER FULL TOLL ROAD/PROJECT NAME HERE

THIS WORK AUTHORIZATION is made this ___ day of (enter month and year here) pursuant to the terms and conditions of (insert reference to necessary articles, attachments, general provisions, etc. of the Master Agreement/Contract here), to the original Contract for Toll System Implementation, dated (insert Master Agreement/Contract execution date here) (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), and (insert full system integrator company name here) (the "Contractor," also referred to in attachments to this WA No. XX as the "System Integrator" or "SI").

PART I. The Contractor shall perform system development, implementation and integration services generally described in the Scope of Work attached hereto as Attachment A. The Contractor's duties and responsibilities are further detailed in: (1) Project Layouts/Schematics included as Attachment B, (2) the Project Responsibility Matrix included as Attachment C, and (3) the Tolling Standards included as Attachment D.

PART II. The maximum amount payable under this WA No. XX is \$(insert CTRMA-approved project not-to-exceed budget here). This amount is based generally upon the estimated fees documented in Attachment E.

PART III. Payment to the Contractor for the services established under this WA No. XX shall be made in accordance with the Contract (insert reference to Master Contract here).

PART IV. This WA No. XX shall become effective on the date both parties have signed this WA No. XX. This WA No. XX will terminate upon the Authority's final acceptance of the work described herein as determined by CTRMA. The work shall be performed in accordance with the project Schedule and Milestones as set forth in Attachment F.

PART V. This WA No. XX does not waive any of the parties' responsibilities and obligations provided under the Contract, as such responsibilities and obligations under the Contract remain in full force and effect.



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

CTRMA DIVISION DIRECTOR *(Requesting Work Authorization)*

Signature

Date

Typed/Printed Name and Title

CTRMA LEGAL *(Noting Legal Sufficiency)*

Signature

Date

Typed/Printed Name and Title

CTRMA FINANCE *(Noting Funds Availability)*

Signature

Date

Typed/Printed Name and Title

THE CONTRACTOR (insert full system integrator company name here)

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

James Bass, Executive Director

Typed/Printed Name and Title

LIST OF ATTACHMENTS

Attachment A	Work Authorization Scope of Work
Attachment B	Project Layout/Schematics
Attachment C	Project Responsibility Matrix
Attachment D	Mobility Authority Tolling Guidelines
Attachment E	System Integrator Price Sheet and Budget
Attachment F	Project Schedule & Milestone Payments
Attachment G	Project Liquidated Damages/Penalties

ATTACHMENT A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
TOLL SYSTEM IMPLEMENTATION
ENTER FULL TOLL ROAD/PROJECT NAME HERE

WORK AUTHORIZATION SCOPE OF WORK

A1.0 GENERAL

A1.01. Background

This section of the work authorization shall provide a brief description of the project to provide enough background information to understand the project history, project size, type of project, etc. Information in this section generally includes, but not limited to:

- Purpose of the project / project goals
- Location of the project (e.g. county(ies) and/or list of roads at project boundaries)
- Length of the project
- Number and types of lanes (tolled lanes and any non-tolled frontage roads)
- Description of project phases, if applicable
- How the project is being funded
- List of stakeholders and their responsibilities on the project

A1.02. Summary Scope of Work

This section of the work authorization shall provide a high-level description of the system integrator's scope of work for the project. The content captured in this section shall be reflective of the SI's proposed/final scope of work in Attachment I.

A2.0 GENERAL DESCRIPTION – PROJECT INFRASTRUCTURE

This section of the work authorization shall provide a complete description of the project infrastructure that will be constructed in support of this project. This section shall describe all infrastructure improvements for the Project, not only those within the SI's scope of work. Information in this section generally includes, but not limited to:

- Length of the project
- Number and types of lanes (tolled lanes and any non-tolled frontage roads)
- Lane widths
- List of all direct connectors, overpasses, bridges, tunnels/under-crossings, etc. to be constructed and their location
- Description of pullouts for on-road enforcement
- List of tolling points on the facility (including mainline gantry and ramps) and their locations
- List of facility entrances and exits

- Description of the duct bank, including but not limited to:
 - Types, sizes and number of conduits to be used for power and fiber optic cable
 - Whether there is an existing duct bank, whether the existing duct bank will be enhanced/modified, or a new one will be added to the project
 - Use of laterals and how far they will generally be spaced
- Description of the infrastructure at toll points, including but not limited to:
 - Infrastructure at mainline and/or ramp gantries
 - Toll equipment pads
 - Power/redundant power needs
 - Maintenance pullouts/driveways
- A table containing the details for all toll point(s) on the facility, including:
 - Gantry station location on latest plan set/schematics
 - Direction of travel
 - Number of tolled lanes
 - Number of shoulders over six (6) feet in width
 - Any comments necessary for each toll point to further clarify design details

A3.0 GENERAL REQUIREMENTS - TOLL COLLECTION SYSTEM

This section of the work authorization shall outline the general requirements for the systems falling under the SI's scope of work for the Project.

A3.01 General Requirements - Toll Collection System

This section shall outline the general requirements for the toll collection system. The information in this section is not meant to be an exact reflection of the contract system requirements, but provide a general overview technologies the SI shall implement on the facility, outline integration requirements and transaction processing requirements.

Information in this section generally includes, but not limited to:

- A general statement capturing interoperability requirements of the system.
- A description of the types of technologies to be deployed on the facility, for example:
 - Automatic vehicle identification (AVI)
 - Automatic vehicle classification (ACV)/Automatic Vehicle Detection and Classification (AVDC) Hardware and type (e.g. in-ground sensor, overhead laser/scanner, etc.)
 - Image Capture System (ICS) Hardware
 - Digital video auditing system (DVAS)
 - Other technologies necessary for toll collection/operation
- A description of the Project's testing phases
- A list all required documentation for the Project

A4.0 EQUIPMENT AND INSTALLATION

A4.01. Gantries and Roadside Equipment for TCS

This section of the work authorization shall outline the equipment the SI shall be required to provide for and the Project toll collection system, as well as outline the SI's installation responsibilities.

This section generally outlines the SI's Project responsibilities related to, but not limited to:

- Procuring, storing, installing, tuning, integrating and testing all TCS hardware, including but not limited to:
 - TCS devices and components, including wiring and mounting hardware
 - Fiber optic cables, including fiber optic cable laterals and all fiber and communications required at each tolling point
 - Power cables, circuits, etc.
 - Toll equipment cabinets, with appropriate environmental and climate control
 - MOMS software for all TCS and ITS devices
 - Electrical grounding systems
 - Lightning and surge protection systems
 - Backup power systems
 - Site security systems
 - Provision of power from a Mobility Authority service point
 - Conducting radio frequency survey at each toll site, obtaining necessary Federal Communication Commissioning licensing, monitoring all licensing expiration dates and managing the process of licensing and renewals.
- Designing, documenting, developing, testing, integrating and implementing all TCS software
- Procuring, installing, integrating and testing all necessary third-party software and licenses
- Monitoring all third-party software licenses for renewals and procurement to prevent lapses in software licensing
- Testing, certification and acceptance of all systems
- Outlining responsibilities for installation of infrastructure and equipment between the SI and other Project contractors

A5.0 PROJECT COORDINATION, MANAGEMENT AND COMMUNICATION

This section of the work authorization shall provide a comprehensive list of all required coordination efforts and touchpoints with the Mobility Authority, their Project stakeholders and the SI throughout the duration of the Project.

Information in this section generally includes, but not limited to:

- A general statement noting the SI is responsible for participating in the design of the infrastructure for toll facilities.
- A general statement noting the SI is responsible for building and maintaining relationships and direct lines of communication between the Mobility Authority and other Project stakeholders as identified by the Mobility Authority.
- A detailed list of SI coordination efforts, touchpoints and responsibilities throughout the

Project, including but not limited to:

- Over-the-shoulder infrastructure design reviews
- Development of various documents and tools to communicate project status, installation requirements, or other critical aspects of the Project, including but not limited to:
 - TCS infrastructure dependency matrix
 - Installation plans and drawings
 - SI TCS schedule
- Attending various project meetings, detailing who is responsible for agendas and notes
- Participating in the development of a Master Project schedule
- Coordinating infrastructure changes during design and/or construction
- Coordinating the development of a process to formally review, validate and accept constructed infrastructure at TCS sites
- Communicating requirements needed from Mobility Authority and Project stakeholders for system testing

A6.0 WORK BY OTHERS

This section of the work authorization shall outline the civil design and construction activities that are *not* the responsibility of the SI.

Information in this section generally includes, but not limited to:

- SI responsibilities regarding infrastructure design
- SI communication and relationship responsibilities with the Mobility Authority and other Project stakeholders as identified by the Mobility Authority
- A list of SI coordination efforts, touchpoints and responsibilities throughout the Project, including but not limited to:
 - Over-the-shoulder review participation
 - Development of various documents and tools to communicate project status, installation requirements, or other critical aspects of the Project, including but not limited to:
 - TCS infrastructure dependency matrix
 - Installation plans and drawings
 - SI TCS schedule
 - Attending various project meetings
 - Participating in the development of a Master Project schedule
 - Coordinating infrastructure changes during design and/or construction
 - Coordinating the development of a process to formally review, validate and accept constructed infrastructure at TCS sites
 - Communicating requirements needed from Mobility Authority and Project stakeholders for system testing

A7.0 TOLL FACILITIES RESPONSIBILITY MATRIX

This section shall refer to the SI to the Project responsibility matrix to provide a detailed delineation of responsibilities between the Project Contractor(s) and the SI.

A8.0 MASTER PROJECT CONSTRUCTION SCHEDULE

This section shall refer to the SI to the Project schedule in its current form.

[END OF SECTION]

SAMPLE

ATTACHMENT B

Project Layout

ENTER FULL TOLL ROAD/PROJECT NAME HERE

This attachment shall contain visuals of the proposed project layout. Project layouts shall be included in their current form and may be subject to change.

SAMPLE

ATTACHMENT C

Project Responsibility Matrix **ENTER FULL TOLL ROAD/PROJECT NAME HERE**

This attachment shall contain the Project's responsibility matrix delineating responsibility between the SI and other Project Contractor(s). The responsibility matrix may vary by Project. See the example below for a Project Responsibility Matrix from a prior work authorization:

SAMPLE

Responsibility Assignment Legend							
Primary Responsibility: P		Support Responsibility: S		Coordination Responsibility Only: C			No Responsibility: N
Element/Task/Component/ Sub-system	Designer	Contractor		Systems Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install / Construct	

GENERAL REQUIREMENTS							
Schedule	N	P	P	S	S	S	Contractor must accommodate and incorporate the SI scheduled activities into the project schedule. All schedule changes or updates which impact the SI tasks must be agreed to by the SI prior to submittal to CTRMA. A weekly schedule must be distributed and incorporate any SI updates or changes.
Request for Early Opening	N	P	P	S	S	S	The SI must be able to match schedule request for early opening. SI must be allowed early unencumbered access in order to meet early opening request.
Design Package – Installation and Electrical Design and Plans	P	P	P	C	N	C	Designer to incorporate all SI requirements and specifications into Structural and Electrical Design Packages. Contractor will coordinate installation activities with SI.
Grading	N	P	P	C	N	C	
Drainage		S	P	C	N	C	No culverts or pipes under tolling zones.
Utilities/Electrical Services	P	P	P	S	C	C	SI to provide specific power requirements for the Toll System to the Contactor. The contractor is to incorporate the toll facilities design and construct power utilities interface, and all power infrastructure. Contractor to provide power to the Toll System pad and ITS locations. SI to terminate power to their sites.”
Traffic Control/Safe work zone	N	P	P	S	N	C	SI to provide contractor detailed lane closure requirements and schedule for installation and testing.
Signing	N	P	P	C	N	S	All toll signing must be coordinated with and approved by CTRMA.
Striping	N	P	P	S	N	C	SI to coordinate striping with pavement loop locations. Contractor to coordinate with SI for loops installation and striping sequencing.
Lighting		P	P	S	C	S	Roadway and toll location lighting provided by contractor. SI to provide lighting requirements

(insert full Project name here)

WA XX

(insert last date modified here xx/xx/xxxx)

Responsibility Assignment Legend							
Primary Responsibility: P	Support Responsibility: S			Coordination Responsibility Only: C			No Responsibility: N
Element/Task/Component/ Sub-system	Designer	Contractor		Systems Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install / Construct	
							in vicinity of toll locations and locations of other Toll System equipment. Contractor to confirm that lighting does not obstruct toll related signing or impede the Toll System.
TOLL SYSTEM: LOCATIONS, LAYOUTS, STRUCTURES, MOUNTS/BRACKETS							
Locations and Layouts	P	P	P	S	C	C	SI to provide specific locations for the Toll System. SI to provide requirements for specific lane and facility layouts. Designer to incorporate into Design Packages. The contractor will coordinate with SI during the installation activity.
Gantries/Foundation/Trusses/Junction boxes/Conduits/Grounding	P	P	P	S	C	S	SI to provide requirements for conduits (for SI installed power and communications cables, including specific requirement for below ground conduits for the loops), junction boxes, and power needs for the Toll System. The Designer to incorporate into structural design, including electrical grounding, bonding. Contractor to provide and install junction boxes and conduit pull strings and bell ends for all conduits up to one foot above pole and gantry foundation. The contractor will require SI to sign off on below ground conduits for the loops prior to installation of special pavement structure.
Gantries/Foundation/Trusses/Junction boxes/Conduits/Grounding	N	P	P	S	C	S	Contractor will provide conduits/wire ways on all the toll gantries for all the SI equipment.
EQUIPMENT CABINETS							
Automatic Vehicle Classification and Detection (AVC) and (AVD)	N	N	S	P	P	P	SI to install, connect and terminate AVC and/or AVD System mounted on the gantries and/or installed in the pavement to the electronics in the cabinets.
COMMUNICATIONS SUB-SYSTEMS							
DUCT BANK AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS)							

(insert full Project name here)

WA XX

(insert last date modified here xx/xx/xxxx)

Responsibility Assignment Legend							
Primary Responsibility: P	Support Responsibility: S		Coordination Responsibility Only: C			No Responsibility: N	
Element/Task/Component/ Sub-system	Designer	Contractor		Systems Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install / Construct	
New Duct bank	P	P	P	C	C	C	SI to provide requirements for new duct bank. Designer to incorporate into roadway design. SI to confirm that design plans meet requirements.
Fiber Installation	N	C	C	P	P	P	SI to provide, install and test the fiber.

ATTACHMENT D

Mobility Authority Tolling Standards

ENTER FULL TOLL ROAD/PROJECT NAME HERE

This attachment shall contain the Mobility Authority's current tolling standards. Tolling standards may change based on the SI's review.

SAMPLE

ATTACHMENT E

System Integrator Price Sheet

ENTER FULL TOLL ROAD/PROJECT NAME HERE

This attachment shall contain the detailed pricing sheet(s) as agreed to by the SI and the Mobility Authority.

Note: Because each Mobility Authority project will be different, each price sheet should contain the labor positions, their associated estimated hours, and associated hourly rates the SI used to develop the Project Price Sheet, noting any proposed or annual contract rate escalation percentage. Additionally, the SI shall provide a detailed breakdown of project cost estimates for, but not limited to, the following:

- TCS Equipment costs
- Program management costs
- Software design costs
- Software development costs
- Software testing costs
- Project documentation costs, broken out by each document required for the Project
- TCS installation costs
- Bonding costs

The pricing sheet shall also note any assumptions the SI made while developing the project pricing, as well as a detail list of items/activities not included in the project pricing.

ATTACHMENT F

Project Schedule & Milestone Payments

ENTER FULL TOLL ROAD/PROJECT NAME HERE

This Attachment shall contain the project milestone payment schedule.

Because each Mobility Authority project will be different, Project Milestone Payment Schedules may vary from project to project. The following examples represent Milestone Payment Schedules for three (3) phases of work:

- Phase 1: Initial implementation of the toll host, first facility transition/installation and delivery of all program-level documentation.
- Phase 2: Includes transitioned or new facility after the toll host has been developed and deployed, project-specific documentation, and any program documentation requiring updates for the project.
- Phase 3: Includes transitioned facilities after the toll host has been developed and deployed, project-specific documentation, and any program documentation requiring updates for the project.

Refer to the Scope of Work in the RFP for example Milestone Payment tables.

ATTACHMENT G

Project Liquidated Damages/Penalties

ENTER FULL TOLL ROAD/PROJECT NAME HERE

This attachment shall contain the Project liquidated damages and associated assessments.

Because each Mobility Authority project will be different, Project Liquidated Damages may vary from project to project. Liquidated Damages and associated assessments shall be agreed upon between the SI and the Mobility Authority, but shall generally be associated with:

- Not beginning work within 30 days of receiving NTP from the Mobility Authority
- Depending on the “phase” or type of project, each project schedule milestone, for example:
 - Approval of system design (including design documents, RTM, BOM)
 - Approval of installation plan and drawings
 - Approval of training, user and maintenance manuals
 - Approval of Factory Acceptance Testing
 - Approval of OFIT/1st Tolling Location Commissioning
 - Approval of Commissioning for All tolling locations
 - Go-live for all tolling locations
 - All ITS available for 1st toll location go-live
 - Approval of Operational Acceptance Testing

ATTACHMENT H

Master Project Schedule and Milestones

ENTER FULL TOLL ROAD/PROJECT NAME HERE

This attachment shall contain the Master Project Construction Schedule in its current form. This schedule may change after approval of the Work Authorization.

SAMPLE

ATTACHMENT I

System Integrator Proposed Scope of Work

ENTER FULL TOLL ROAD/PROJECT NAME HERE

This attachment shall contain the SI's detailed scope of work.

Note: The format, contents and general makeup of the detailed scope of work shall be developed and mutually agreed upon by the selected Proposer and the Mobility Authority after execution of contract.

SAMPLE

APPENDIX C
Installation Services Unit Prices

**Appendix C
Installation Services Unit Prices**

SECTION / LINE		DESCRIPTION	UNIT	PROPOSED QTY	UNIT PRICE	APPLICABLE PRICE ADJUSTMENT INDICES ³		TOTAL PRICE	
						CPI-U	WPU 117		
A	1	Mobilization							
	2	Mobilization (5% of B Subtotal)	Lump Sum						
	3								
B	4	System Procurement and Installation (includes: materials, software, e							
B1-A	5-A	Open Road Toll Collection² – Existing Facilities/System Replacement controller appurtenances and DVAS) ¹							
	6-A	One lane (no shoulder)	Each						
	7-A	One lane + one shoulder	Each						
	8-A	One lane + two shoulders	Each						
	9-A	Two lanes (no shoulder)	Each						
	10-A	Two lanes + one shoulder	Each						
	11-A	Two lanes + two shoulders	Each						
	12-A	Three lanes + two shoulders	Each						
	13-A	Four lanes + two shoulders	Each						
	14-A	Five lanes + one shoulder	Each						
	15-A	Five lanes + two shoulders	Each						
	B1-B	5-B	Open Road Toll Collection² – Existing Facilities/System Replacement Zone equipment and roadside controller appurtenances and DVAS) ¹						
		6-B	One lane (no shoulder)	Each					
		7-B	One lane + one shoulder	Each					
		8-B	One lane + two shoulders	Each					
9-B		Two lanes (no shoulder)	Each						
10-B		Two lanes + one shoulder	Each						
11-B		Two lanes + two shoulders	Each						
12-B		Three lanes + two shoulders	Each						
13-B		Four lanes + two shoulders	Each						
14-B		Five lanes + one shoulder	Each						
15-B		Five lanes + two shoulders	Each						
B2		16	Open Road Toll Collection – Future Facilities/New Construction w/ appurtenances and DVAS) ¹						
		17	One lane (no shoulder)	Each					
		18	One lane + one shoulder	Each					
		19	Two lanes (no shoulder)	Each					
	20	Two lanes + one shoulder	Each						
	21	Two lanes + two shoulders	Each						
	22	Three lanes + two shoulders	Each						
	23	Four lanes + two shoulders	Each						
	B3	24	Toll Facility Host (including Systems and Subsystems (i.e. dynamic pri						
		25	Toll Facility Host	Each					
26		Key Reports	Lump Sum						
B4	27	Plaza Server							
	28	Plaza Server	Each						
B5	29	ORT Roadside Equipment Cabinet							
	30	Toll Zone	Each						
B6	31	Dynamic Pricing							
	32	Variable Toll Message Sign Components, associated CCTV, & Cabinet	Each						
	33	Traffic Speed, Volume, and Density Detection Site w/Cabinet	Each						
B7	34	Communication and Conduit							
	35	Communications Subsystem (includes: network switches, patch panels, installation, connections, and integration between communications demarcation and roadside cabinets)	Each						
	36	Fiber optic communication cable (12-strand single-mode, additional footage up to 1 mile)	Feet						

**Appendix C
Installation Services Unit Prices**

SECTION / LINE	DESCRIPTION	UNIT	PROPOSED QTY	UNIT PRICE	APPLICABLE PRICE ADJUSTMENT INDICES ³		TOTAL PRICE	
					CPI-U	WPU 117		
	37	Copper/CAT-6 communication cable (additional footage up to 1 mile)	Feet					
	38	Rigid Metal (4") Conduit (additional footage up to 1 mile)	Feet					
	39	PVC Conduit (2", trenched, additional footage up to 1 mile)	Feet					
B8	40	Emergency Power and Back-up						
	41	Uninterruptible Power Supply	Each					
	42	Emergency Generator (permanently installed)	Each					
	43	Temporary/Portable Generator	Each					
	44	Subtotal – System Procurement, Installation, and Testing (B1 - B8)						
C	45	Project Management and Testing Services						
	46	Project Management	Month					
	47	Project Documentation (Program-Level Master Documents)	Each					
	48	Project Documentation (Project-Level Standalone Documents)	Each					
	49	Project Documentation (Program-Level Master Document Updates)	Each					
	50	System Design	Each					
	51	Factory Acceptance Test for Transition Phase 1 (Initial Host & Roadside)	Each					
	52	Factory Acceptance Tests for Transition Phase 2 (Host & Roadside)	Each					
	53	Configuration of Toll Facility Host (ORT Facilities)	Each					
	54	Configuration of Toll Facility Host (Managed Lanes Facilities)	Each					
	55	Site Installation Test (ORT and Managed Lanes Facilities)	Toll Zone					
	56	Integration Test (ORT Facilities)	Toll Zone					
	57	Integration Test (Managed Lanes Facilities)	Toll Zone					
	58	Operational Acceptance Test (ORT Facilities)	Toll Zone					
	59	Operational Acceptance Test (Managed Lanes Facilities)	Toll Zone					
	60	Final Operational Acceptance Test (All Facilities)	Each					
	61	System As-Builts	Each					
	62	Subtotal – Project Management and Testing Services						
	63	Grand Total – Installation Services (Sections A, B and C)						
D	64	Installation Services Optional to CTRMA						
	65	Transaction Aggregation	Lump Sum					
	66	Total – Installation Services Optional to CTRMA						

NOTES:

Installation Services Pricing does not include potential future ITS Services described in Section 2.20 of Appendix 2, Scope of Work.

³ Indicates the percentage of the Unit Price that will be adjusted by either the applicable CPI-U or WPU 117, in accordance with Section 2.1.e of the Agreement.

APPENDIX D
Maintenance Services Unit Prices

**Appendix D
Maintenance Services Unit Prices**

SECTION / LINE	DESCRIPTION	UNIT	PROPOSED QTY	UNIT PRICE	APPLICABLE PRICE ADJUSTMENT INDICES ³		TOTAL PRICE	
					CPI-U	WPU 117		
E	1	System Maintenance (includes: all materials, software, equipment, labor, traffic control, FON and network administration and maintenance, etc. required to maintain the ETCS in accordance with the SLAs)						
	2	Toll Zone Maintenance for ORT facilities including emergency power and backup, per lane	Month					
	3	Toll Zone Maintenance for managed lanes facilities, per lane	Month					
	4	Variable Toll Message Signs and associated CCTV, per sign	Month					
	5	Radar or Microwave Traffic Speed, Volume, and Density Detection Equipment, per device	Month					
	6	Total – System Maintenance					\$	
F1	7	System Maintenance - Image Review (Combined Automated and Manual Review)²						
	8	Year-1	Transaction ²					
	9	Year-2	Transaction ²					
	10	Year-3	Transaction ²					
	11	Year-4	Transaction ²					
	12	Year-5	Transaction ²					
	13	Total – System Maintenance: Image Review					\$	
F2	14	System Maintenance - Unit Price for Image Review² (informational only, not used for scoring or payment purposes)						
	15	Manual Image Review Unit Price	Transaction ²	\$				
	16	Automated Image Review Unit Price	Transaction ²	\$				
G	17	System Maintenance - TIM Center Operations						
	18	Traffic and Incident Management Center Supervisor	Month					
	19	Traffic and Incident Management Center Operator	Month					
	20	Total – TIM Center Operations					\$	
	21	Grand Total – Maintenance Services					\$	

NOTES:

Maintenance Services Pricing does not include potential future ITS Services described in Section 2.20 of Appendix 2, Scope of Work.

³ Indicates the percentage of the Unit Price that will be adjusted by either the applicable CPI-U or WPU 117, in accordance with Section 2.1.e of the Agreement.

Toll Equipment List

SECTION	DESCRIPTION ¹	UNIT	UNIT PRICE	APPLICABLE PRICE ADJUSTMENT INDICES ³	
				CPI-U	WPU 117
I	Equipment Description Unit Prices²				
	Zone Controller Computer (lane server)	Each	\$ [REDACTED]	0%	100%
	VES Camera	Each	\$ [REDACTED]	0%	100%
	VES Illuminator	Each	\$ [REDACTED]	0%	100%
	AVI Reader	Each	\$ [REDACTED]	0%	100%
	AVI Antenna	Each	\$ [REDACTED]	0%	100%
	Power Distribution Unit (PDU)	Each	\$ [REDACTED]	0%	100%
	UPS System	Each	\$ [REDACTED]	0%	100%
	UPS Battery	Each	\$ [REDACTED]	0%	100%
	Network Ethernet Switch	Each	\$ [REDACTED]	0%	100%
	DVAS Computer	Each	\$ [REDACTED]	0%	100%
	DVAS Camera	Each	\$ [REDACTED]	0%	100%
	Digital Video Recorder	Each	\$ [REDACTED]	0%	100%
	Overhead Lidar detector	Each	\$ [REDACTED]	0%	100%
	Overhead Camera detector	Each	\$ [REDACTED]	0%	100%
	CCTV Camera	Each	\$ [REDACTED]	0%	100%
	Traffic Sensor	Each	\$ [REDACTED]	0%	100%
	Variable Toll Message sign	Each	\$ [REDACTED]	0%	100%
	Variable Toll Message sign Controller	Each	\$ [REDACTED]	0%	100%
	In-Ground Detection System	Each	\$ [REDACTED]	0%	100%
	DVR Servers	Each	\$ [REDACTED]	0%	100%
	Overhead Secondary Lidar	Each	\$ [REDACTED]	0%	100%
	Edge Processing Server	Each	\$ [REDACTED]	0%	100%
		Each	\$ -	0%	100%
		Each	\$ -	0%	100%
		Each	\$ -	0%	100%
		Each	\$ -	0%	100%
		Each	\$ -	0%	100%

NOTES:

¹ Equipment unit price (furnished, not including installation).

² To be used for supplemental work authorizations for equipment not contemplated in Installation Services Unit Prices and/or Maintenance Services Unit Prices.

³ Indicates the percentage of the Unit Price that will be adjusted by either the applicable CPI-U or WPU 117 index, in accordance with Section 2.1.e of the Agreement.

APPENDIX E
Labor Rates

APPENDIX F
Service Level Agreements



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Appendix F

Service Level Agreement

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7 SERVICE LEVEL AGREEMENT (SLA)

7.1 GENERAL PROVISIONS

The TSI shall meet defined levels of performance in the execution of the Scope of Work. This Appendix 7 describes the minimum performance requirements the TSI must meet. The TSI is responsible for demonstrating that the performance requirements described herein can be met or exceeded before Final System Acceptance. The measurement of these service level SLAs shall be automated where possible and shall be straightforward and data-driven, as agreed to by the TSI and CTRMA. CTRMA, at their discretion, will periodically audit the reported results.

The TSI shall develop reports that compare actual results to the requirements defined in this appendix and shall submit these reports to CTRMA within ten (10) business days of each month-end. The TSI shall maintain all corresponding data in compliance with CTRMA Data Retention policies, and the data shall be made available to CTRMA upon request. The methods and results of the measurement process shall be fully subject to independent audit. They shall be utilized by the TSI to take corrective action to correct any deficiencies and failures to meet the required availability, accuracy, and performance requirements. The TSI shall be subject to liquidated damages as described in the SLA table for failure to provide the required reports within the specified timeframe or if reports are not accurate or complete.

Actual performance shall be defined and measured against the requirements and time periods in the SLA table to assess the availability, accuracy, and performance of the delivered system. This appendix addresses these requirements for the following levels of service:

1. Accuracy
2. Availability
3. System performance
4. Maintenance (Response/Repair timing)

The sections below provide general conditions that apply to the SLAs described herein. Should a specific SLA section define terms or conditions which appear contrary to these general provisions, the terms or conditions within the specific SLA section take precedence.

7.2 KEY PERFORMANCE REQUIREMENTS

7.2.1 Availability Requirements

The Availability requirements, as specified in the SLA table, shall be measured during the Operations Acceptance Test and monthly thereafter. The availability requirements will not include approved scheduled preventive maintenance activities.

These requirements shall be initially applied at the start of the warranty phase. The warranty phase shall conclude after twelve (12) months upon successful completion of the Operational Acceptance Test **and** full project acceptance of each project/facility, as described in Section **Error! Reference source not found.** of the Statement of Services. Once CTRMA has certified

systems acceptance **and** upon expiration of the warranty phase for a system or roadway, dependent on the transition schedule, that roadway or system shall transition to the maintenance phase. The monthly warranty fee or maintenance fee, as applicable, shall be subject to the monthly assessment of availability and reliability measurement, as well as other criteria as outlined in the SLA table, and applicable damages for failure to meet such criteria.

7.2.2 Performance Reviews

CTRMA will review the TSI's performance monthly, using required system reports provided by the TSI, including reports generated and created by MOMS. Performance reviews shall begin one (1) month after commencement of the warranty phase and shall include evaluation of the previous month of operation. CTRMA may elect to waive or impose damages during the first four (4) months of the warranty phase.

The availability calculation will not include downtime during any period when CTRMA does not allow the TSI to close a lane or otherwise work along the roadway unless such failure to approve is the result of the TSI not following the CTRMA procedures in making the request.

7.2.3 Chargeable and Non-Chargeable Failures

For purposes of calculating availability performance requirements for testing and maintenance performance chargeable and non-chargeable failures are defined as follows:

7.2.3.1 Chargeable Failures

Chargeable failures include any failures that are not specifically identified as non-chargeable in Section 7.2.3.2, including but not limited to:

1. A malfunction that prevents the ETCS (hardware or software) from performing its designated function, when used and operated under its intended operational and environmental conditions as detailed in the Scope of Work.
2. A malfunction that poses a threat to the safety of the ETCS components, customers, employees, or others.
3. An occurrence where data is not successfully transmitted between the toll zone locations and the TFH unless the failure is already accounted for as a separate performance failure. For example, if the zone controller is not functioning and does not transmit data to the TFH, the zone would be charged for the failure, but the system would not.
4. Any failure of equipment or software that allows revenue loss to occur on the ETCS that is not already accounted for as a separate performance failure.
5. Significant software anomalies and bugs that affect the performance and operation of the ETCS.
6. Shutdown or unavailability of a toll zone locations and the TFH unless specifically directed.
7. Failure to properly register or transmit a transaction record from a toll zone location and the TFH.
8. Failure to accurately reconcile the ETCS.
9. Failure to transmit a transaction's correct toll amount to the CTRMA Data Platform Host.

10. Failure to transmit the correct toll amounts to the CTRMA Data Platform Host within the required time.
11. Loss of data either at the lane or TFH level, including failure to meet data retention requirements.
12. Failure to electronically send or receive transaction information.
13. Failure to generate the reports required to reconcile and audit the system.

7.2.3.2 Non-Chargeable Failures

Non-chargeable failures include any failures that are not specifically identified as chargeable in section 7.2.3.1, including but not limited to:

1. Force majeureMajeure Event, as defined in the contract
2. Vandalism
3. System component failures caused by environmental or operating conditions outside the design standards of the equipment
4. Failures that are customer or user induced

7.2.4 Accuracy Requirements

Accuracy requirements are specified in the SLA Table.

7.2.5 Time Constraint Requirements

Time Constraint requirements are specified in the SLA Table.

7.2.6 Maintenance Service Level Requirements

The TSI shall provide sufficient personnel, tools, and other necessary resources to meet the service level requirements defined in the SLA Table.

7.2.6.1 Maintenance Support Requirements

Maintenance response time shall be measured from the time the system generates an alert/ticket, the TSI is notified a priority event has occurred and/or a failure event has occurred, whichever occurs first, and ends when the TSI acknowledges the alert, ticket and/or event via an approved communication method (e.g. MOMS).

Repair time shall be measured from the time the TSI acknowledges the ticket for the event and ends when the failure condition is corrected, and the system is returned to regular operation. If access to the equipment in question is denied to the TSI based on the CTRMA policy, the repair time shall be measured beginning when CTRMA has allowed the TSI access to the equipment.

Both the response time and the repair time shall be registered in the MOMS. Failure to meet the required response and repair times shall be monitored through MOMS reports.

7.2.6.2 Routine Maintenance Activities Requirements

The TSI shall perform routine maintenance activities per the approved maintenance schedule.

7.2.6.3 Stop Clock Conditions

The TSI may be excused from its obligation to meet the performance and service level requirements set forth above under certain conditions that shall be referred to as “Stop Clock Conditions.” Only the time during which such conditions are present shall be excluded from the timeframes used to measure the TSI’s performance as set forth below:

The TSI will exclude from its availability calculations the time arising from any of the following “Stop Clock Conditions”:

1. Loss of connectivity to all the CTRMA provisioned roadside Hub buildings if a third party causes the loss of connectivity to all Hubs, not under the direct or indirect control of the TSI and not reasonably preventable by the TSI, including, but not limited to, fiber cuts not caused by the TSI. For purposes of this provision, the TSI’s employees, affiliates, subsidiaries, data services providers, agents, suppliers, or subcontractors shall be deemed to be under the control of the TSI concerning the equipment, services, or facilities to be provided under this Agreement.
2. The following CTRMA contact/access problems, provided that the TSI makes reasonable efforts to contact the CTRMA approved contacts immediately upon the commencement of the Stop Clock period:
 - a. Access necessary to correct the problem at a CTRMA owned site is not available because access is improperly denied or not arranged by the site contact or the CTRMA representative, provided that the TSI properly scheduled the visit or access beforehand, if advance notice was required.
 - b. The CTRMA construction activities that prevent the TSI from performing scheduled maintenance or repair of in-lane equipment or systems.
 - c. Incorrect site contact information, which prevents access, provided that the TSI takes reasonable steps to notify the CTRMA approved contacts of the improper contact information immediately and takes reasonable steps to obtain the correct information.
3. Routine Scheduled Maintenance provided such schedule was provided to and approved by CTRMA in advance and in writing; provided, however, that in no event shall the Stop Clock Condition time period be extended beyond the standard routine scheduled maintenance time period.
4. Force majeure events.

The TSI shall be required to submit “Stop Clock Documentation **Error! Reference source not found.**” for each use of a Stop Clock Condition. The TSI shall submit documentation to CTRMA as soon as the TSI is aware of a Stop Clock Condition occurring. Failure to provide CTRMA with written notice when a “stop work” event arises waives the TSI’s right to seek Stop Clock Conditions. All Stop Clock Documentation must be included in the TSI’s Monthly Report. CTRMA may evaluate all Stop Clock Documentation and may request additional justification for each Stop Clock Condition. At the discretion of CTRMA, use of Stop Clock Conditions may be rejected, conditionally accepted, or accepted on a case-by-case basis. The TSI shall coordinate with CTRMA to define all processes related to Stop Clock Conditions, notification thereof,

documentation requirements and other processes as necessary, and document those processes in the TSI's Maintenance Plan submitted for CTRMA's review and approval.

If it is determined during the review of a monthly maintenance invoice that the cause of the problem was not the fault or responsibility of CTRMA, or in the event of denied access, if the reason was determined to be proper, then the Stop Clock Condition shall not apply. Further, if it is determined that the cause of the problem was not the fault or responsibility of CTRMA, or in the event of denied access, if the reason was determined to be proper, **after** CTRMA has paid the TSI the monthly maintenance amount for the month in question, CTRMA shall be able to deduct any penalties that should have applied from a future monthly maintenance payment amount.

Notwithstanding any other provision of the contract documents to the contrary, the following Stop Clock Conditions do not apply to:

1. The TSI's response time performance requirements as outlined in the Service Level Agreement.
2. Testing or maintenance initiated by the TSI outside of routine scheduled maintenance windows.
3. Power fluctuations caused by electrical utility providers, common carriers, the TSI, the TSI affiliates, subsidiaries, data services providers, or subcontractors.
4. Time period during which CTRMA has made reasonable efforts to notify the TSI of a problem, but the TSI was not available or reachable.
5. Failure of the TSI to provide adequate facilities (including cabinets, sunshields, etc.) to ensure delivery of the contracted services will not be considered a valid stop clock condition to the extent such failure of the TSI contributed to the stop clock condition.
6. Any other reason or cause not expressly listed above for which the TSI is responsible.
7. If the TSI asserts force majeure or failure of the CTRMA provided equipment as an excuse to performance, the TSI shall have the burden of (i) proving sole proximate cause to the satisfaction of CTRMA, (ii) that the TSI took reasonable steps to minimize the delay and damages caused by events when known or should have been known, and (iii) that the TSI timely notified CTRMA of the actual occurrence which is claimed as grounds for a defense under this clause (if any).

7.2.6.4 Help Desk Support Requirements

The TSI shall supply personnel with expertise in support of the system hardware, software, and database management system(s) during the CTRMA working hours (to be determined during the system design phase) to provide a help desk function for all TSI-supplied systems and subsystems. The help desk is intended to act as a central point of contact for all technical support, including hardware and software questions, installation of updated versions of software, networking, network connection requests, and troubleshooting.

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7.2.7 Miscellaneous

7.2.7.1 Single Event Causing Cumulative Liquidated Damages

If the TSI can prove to the reasonable satisfaction of CTRMA that a single event causes the TSI to fail to meet more than one SLA, cumulative liquidated damages shall not be imposed. Instead, the highest applicable liquidated damages relative to such occurrence shall apply.

If the TSI fails to complete the repair according to the service levels outlined in the SLAs, then the TSI shall, in addition to the liquidated damages assessed for the single event, will be responsible for liquidated damages resulting from not meeting the repair time service levels for the affected systems.

7.2.7.2 Calculation of Damages

To calculate liquidated damages, all timeframes stated in the Damages column of the following chart shall be the time stated or any portion thereof. By way of example and not by limitation, if in SLA AC2, the Automatic Vehicle Classification results in a score of 99.62, failing to meet the required 99.90% SLA by 0.28%, for one toll zone, then the liquidated damages assessed for failure to meet this SLA will be .1% + .1% + .1% (.3%) of the monthly maintenance fee. The examples below assume a monthly maintenance fee of \$100,000 for illustrative purposes.

Table 7-1: Calculation of Damages

SLA	Result	Difference	Penalty	Sample Calculated Damage
99.90%	99.62%	0.3 below required SLA	Every 0.1% below the SLA damages of .1% of the monthly maintenance fee.	Monthly Maintenance fee X (.1% + .1% + .1%) or .3% x \$100,000 = \$300
99.99%	99.75%	0.2 below required SLA	Every 0.1% below the SLA damages of .1% of the monthly maintenance fee.	Monthly Maintenance fee x (.1% + .1%) or .2% x \$100,000 = \$200
98.00%	97.86%	0.1 below required SLA	Every 0.1% below the SLA damages of .1% of the monthly maintenance fee.	Monthly Maintenance fee x .1% x \$100,000 = \$100
99.50%	99.44	0.1 below required SLA	\$200 per each 0.1% below threshold	\$200
3hrs	> 3 hrs. 1 min to <= 3 hrs. 20 min	20 min	\$300 for every 20 minutes beyond the SLA per event.	\$300
3hrs	> 3 hrs. 20 min to <= 3 hrs. 40 min	40 min	\$300 for every 20 minutes beyond the SLA per event.	\$600

Formulas for measuring each SLA have been provided for each SLA description below. While a measurement formula is provided, the TSI shall coordinate with CTRMA to review, finalize and agree upon all measurement formulas prior to execution of the Contract. The TSI shall document each approved, agreed upon measurement method within their Maintenance Plan

for CTRMA's review and approval. The TSI shall be responsible for updating their Maintenance Plan to reflect the most current version of the measurement formulas should CTRMA request or agree to modify any formula in the future.

7.2.7.3 Calculation of Damages for Consecutive Failures

Recurring and consecutive failure to comply with the SLAs provided in this Agreement will result in substantial harm to CTRMA, but damages from such harm are difficult to quantify. Damages will increase for prolonged periods, and therefore for any SLA that is missed for three consecutive months, the liquidated damages will be doubled for each subsequent month where the SLA is missed. The liquidated damages will revert to the original value upon the SLA being met for a month.

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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement									
Accuracy														
AC1 – AC4 applies to all vehicles, traveling through a toll zone that are separated from other vehicles in the same travel lane, at speeds from stop-and-go to 100 mph.														
AC1 – AC4 are measured for each gantry location by direction .														
AC1	Automatic Vehicle Detection	<p>Each vehicle passing through a gantry location will be detected/reported once, and only once (no exception made for degradation or loss in the availability of the AVC), including vehicles in the shoulders and straddling the lane and shoulder.</p> <p>The TSI will reconcile failed performance from the audits within 30 calendar days.</p>	99.90%	For each gantry location by direction, every 0.1% below the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	<p>Each month, the TSI shall audit gantry location(s), by direction, as designated by CTRMA with a statistically significant sample size, as shown below, to show SLA compliance. The TSI shall use the same sample set for the AC1 and AC2 monthly audits.</p> <p>The TSI shall coordinate with CTRMA to ensure that every gantry location receives an audit within a calendar year. The TSI shall coordinate with CTRMA to determine the gantry locations to be audited each month.</p> <p>Accruing more errors than allowed as indicated in the following table shall result in an audit failure of AC1:</p> <table border="1" data-bbox="1360 1076 1747 1222"> <thead> <tr> <th>Sample Set</th> <th>Required Samples</th> <th>Allowed Errors</th> </tr> </thead> <tbody> <tr> <td>Set 1</td> <td>1,609</td> <td>2</td> </tr> <tr> <td>Set 2</td> <td>2,994</td> <td>4</td> </tr> </tbody> </table>	Sample Set	Required Samples	Allowed Errors	Set 1	1,609	2	Set 2	2,994	4
		Sample Set	Required Samples	Allowed Errors										
Set 1	1,609	2												
Set 2	2,994	4												
<p>Measurement method:</p> $\text{Automatic Vehicle Detection Accuracy (Per Gantry Location by Direction) \%} = \left[1 - \left(\frac{\text{Number of missed and duplicate vehicles}}{\text{Total number of vehicles in sample}} \right) \right] \times 100$														

Appendix F – Service Level Agreement

		<ol style="list-style-type: none">1. During OAT, the TSI will deploy DVAS cameras to all locations and will record enough video to support the sample size described above.2. The TSI will provide video data and system-generated transaction reports each month upon request to CTRMA to determine the accuracy of Vehicle Detection. The required format of video and reports will be defined in the design phase of the project.3. The TSI shall provide a summary report describing the results of this video audit, with all discrepancies clearly identified and an SLA result.4. The TSI shall include the results of this report for calculation of the Vehicle Detection SLA and possible damages in their Monthly Maintenance Report.5. At their discretion, CTRMA may perform, or seek the assistance of a third-party, to perform an audit of this SLA in addition to the TSI's audit.6. CTRMA shall enforce damages on any failing SLA, whether calculated by the TSI, CTRMA, or a CTRMA-designated third-party.7. At CTRMA's discretion, CTRMA shall require the TSI to re-audit locations that have failed to meet the SLA measurement for the previous month.
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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement									
AC2	Automatic Vehicle Classification	<p>Each vehicle passing through a gantry location with vehicle classification requirements will be correctly classified, including vehicles straddling the lanes. Shoulders are excluded from this calculation.</p> <p>The TSI will reconcile discrepancies from the audits within 30 calendar days.</p>	99.80%	For each gantry location by direction, every 0.1% below the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	<p>Each month, the TSI shall audit gantry location(s), by direction, as designated by CTRMA with a statistically significant sample size, as shown below, to show SLA compliance. The TSI shall use the same sample set for the AC1 and AC2 monthly audits.</p> <p>The TSI shall coordinate with CTRMA to ensure that every plaza location receives an audit within a calendar year. The TSI shall coordinate with CTRMA to determine the gantry locations to be audited each month.</p> <p>Accruing more errors than allowed as indicated in the following table shall result in an audit failure of AC2:</p> <table border="1" data-bbox="1360 862 1747 1008"> <thead> <tr> <th>Sample Set</th> <th>Required Samples</th> <th>Allowed Errors</th> </tr> </thead> <tbody> <tr> <td>Set 1</td> <td>2,139</td> <td>5</td> </tr> <tr> <td>Set 2</td> <td>2,757</td> <td>6</td> </tr> </tbody> </table>	Sample Set	Required Samples	Allowed Errors	Set 1	2,139	5	Set 2	2,757	6
Sample Set	Required Samples	Allowed Errors												
Set 1	2,139	5												
Set 2	2,757	6												
<p>Measurement method:</p> <p><i>Automatic Vehicle Classification Accuracy (Per Gantry Location by Direction)%</i></p> $= \left[1 - \left(\frac{\text{Axle-Based Classification Errors}}{\text{Total number of vehicles in sample}} \right) \right] \times 100$ <ol style="list-style-type: none"> During OAT, the TSI will deploy DVAS cameras to all locations and will record enough video to support the sample size described above. TSI will provide video data and system-generated transaction reports each month upon request to the CTRMA to determine the accuracy of Vehicle Classification. The required format of video and reports will be defined in the design phase of the project. 														

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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
		<ol style="list-style-type: none"> 3. The TSI shall provide a summary report describing the results of this video audit, with all discrepancies clearly identified and an SLA result. 4. The TSI shall include the results of this report for calculation of the Vehicle Classification SLA and possible damages in their Monthly Maintenance Report. 5. At their discretion, CTRMA may perform, or seek the assistance of a third-party, to perform an audit of this SLA in addition to the TSI's audit. 6. CTRMA shall enforce damages on any failing SLA, whether calculated by the TSI, CTRMA, or a CTRMA-designated third-party. 7. At CTRMA's discretion, CTRMA shall require the TSI to re-audit locations that have failed to meet the SLA measurement for the previous month. 			

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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement									
AC3	Automatic Vehicle Identification	<p>The AVI subsystem will correctly detect, read, and correlate to the correct vehicle 99.90% of all properly installed Transponders on all detected vehicles, including vehicles straddling the lanes.</p> <p>The TSI will reconcile discrepancies from the audits within 30 calendar days.</p>	99.90%	For each gantry location by direction, every 0.1% below the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	<p>Each month, the TSI shall audit gantry location(s), by direction, as designated by CTRMA with a statistically significant sample size, as shown below, to show the SLA compliance. The TSI shall use the same sample set for the AC1 and AC2 monthly audits.</p> <p>The TSI shall coordinate with CTRMA to ensure that every plaza location receives an audit within a calendar year. The TSI shall coordinate with CTRMA to determine the plaza locations to be audited each month.</p> <p>Accruing more errors than allowed as indicated in the following table shall result in an audit failure of AC3:</p> <table border="1" data-bbox="1360 932 1747 1078"> <thead> <tr> <th>Sample Set</th> <th>Required Samples</th> <th>Allowed Errors</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3,219</td> <td>4</td> </tr> <tr> <td>2</td> <td>5,988</td> <td>8</td> </tr> </tbody> </table>	Sample Set	Required Samples	Allowed Errors	1	3,219	4	2	5,988	8
Sample Set	Required Samples	Allowed Errors												
1	3,219	4												
2	5,988	8												
<p>Measurement method:</p> $Automatic\ Vehicle\ Identification\ Accuracy\ (per\ Gantry\ Location\ by\ Direction)\% = \left[1 - \left(\frac{(Detection\ and\ Read\ Errors) + (Correlation\ Errors)}{(Detection\ and\ Read\ Audited\ Samples) + (Correlation\ Audited\ Samples)} \right) \right] \times 100$ <p>For AVI Detect and Read Accuracy:</p> <ol style="list-style-type: none"> The TSI shall develop a report that provides all vehicle transactions per gantry location. From this data set, the transactions shall be filtered for tag reads and non-tag read vehicle transactions. 														

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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
		<p>2. Another filter query shall remove transactions with an indicated vehicle speed between stop-and-go to 100 mph.</p> <p>3. From this data set, transactions with the same transponder shall be matched with other vehicle transactions that occurred on the same roadway, on the same day.</p> <p>4. The accuracy is calculated by the number of vehicles charged as an iToll at a plaza that had a tag read on the same roadway, on the same day. This value is then divided by the total number of vehicles at that plaza on that day.</p> <p>For AVI Correlation Errors:</p> <ol style="list-style-type: none"> 1. The TSI shall develop a report that provides transactions and all images captured for each transaction occurring within a CTRMA selected time. Only AVI transactions will be used. All non-AVI transactions shall be removed. 2. Transactions shall be matched with other vehicle transactions that occurred on the roadway in the same audit period. 3. During a manual image review process, the images of the audited transponder transactions shall be compared to images from another transaction for the same transponder. If the images from both transactions show the same vehicle, this represents a correct AVI correlation. 4. However, if the images from both initial transactions show different vehicles, images from a third transaction for the audited transponder shall be compared. 5. If the images from this third transaction match the audited transaction, the audit shall consider the audited transponder correctly correlated to the transaction. 6. If the images of the third transaction do not match the audited transaction, the audit shall consider the audited transponder to have an AVI correlation error. 7. At their discretion, CTRMA may perform, or seek the assistance of a third-party, to perform an audit of this SLA in addition to the TSI's audit. 8. CTRMA shall enforce damages on any failing SLA, whether calculated by the TSI, CTRMA, or a CTRMA-designated third-party. 9. At CTRMA's discretion, CTRMA shall require the TSI to re-audit locations that have failed to meet the SLA measurement for the previous month. 			

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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
AC4	VES Image Capture and Correlation Accuracy	The VES will correctly capture and associate one front human-readable license plate image or one rear human-readable license plate image and associated with the correct vehicle for 99.90% of all detected vehicles, including vehicles straddling the lane and shoulder.	99.90%	For each gantry location by direction, every 0.5% below the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	Each month, as reported in TSI provided reports.
		Measurement method: $VES \text{ Image Capture and Correlation Accuracy (for each Gantry Location by Direction)\%} = \left[1 - \left(\frac{\text{Detected Vehicles Without a Readable Front and Rear License Plate Image}}{\text{All Detected Vehicles} - \text{Exclusions}} \right) \right] \times 100$ <ol style="list-style-type: none"> 1. A monthly, system-wide report, that calculates image readability performance from code-off within the image reviewed transactions. 2. This metric only evaluates legally mounted license plates. 3. Excludes: <ol style="list-style-type: none"> a. Vehicles traveling in the wrong direction. b. Vehicles in tow using rope, chains, or other unorthodox methods. c. Vehicles with missing, damaged, or obstructed license plates. 			
AC5	False “Coded-off” Images	For transactions rejected by the automated and/ or manual review process, less than 1.00% shall have incorrect code-off results. “Coded-Off” means the TSI stated they could not determine the license plate data.	<1.00%	Every 0.1% above the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	Each month, as determined by TSI audited sample of code-offs. TSI shall coordinate with CTRMA monthly to determine a statistically significant sample size, as shown below, to show the SLA compliance. The TSI shall coordinate with CTRMA to determine the plaza

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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement									
					<p>location(s) to be audited each month.</p> <p>Accruing more errors than allowed as indicated in the following table shall result in an audit failure of AC5:</p> <table border="1"> <thead> <tr> <th>Sample Set</th> <th>Required Samples</th> <th>Allowed Errors</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100</td> <td>0</td> </tr> <tr> <td>2</td> <td>150</td> <td>1</td> </tr> </tbody> </table>	Sample Set	Required Samples	Allowed Errors	1	100	0	2	150	1
Sample Set	Required Samples	Allowed Errors												
1	100	0												
2	150	1												
		<p>Measurement method:</p> $\text{Measured Accuracy \%} = \left(\frac{\text{Images Incorrectly Coded Off}}{\text{All Manually Reviewed Images}} \right) \times 100$												
AC6	License Plate Read Accuracy	<p>Percentage of Human Readable Plate Images that are correctly determined either with ALPR or automated and/ or manual review.</p> <p>“Correctly determined” means that the plate number, jurisdiction, and any plate type are accurate.</p> <p>The TSI shall correctly determine the License plate number, jurisdiction, and type information for all transactions processed requiring license plate number identification for billing purposes.</p>	99.00%	For every 0.1% below the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	<p>Each month, as determined by TSI audited sample of image-based transactions.</p> <p>TSI shall coordinate with CTRMA monthly to determine a statistically significant sample size, as shown below, to show the SLA compliance.</p> <p>The TSI shall coordinate with CTRMA to determine the plaza location(s) to be audited each month.</p>									

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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement									
					<p>Accruing more errors than allowed as indicated in the following table shall result in an audit failure of AC6:</p> <table border="1"> <thead> <tr> <th>Sample Set</th> <th>Required Samples</th> <th>Allowed Errors</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>150</td> <td>1</td> </tr> <tr> <td>2</td> <td>200</td> <td>2</td> </tr> </tbody> </table>	Sample Set	Required Samples	Allowed Errors	1	150	1	2	200	2
Sample Set	Required Samples	Allowed Errors												
1	150	1												
2	200	2												
		<p>Measurement method:</p> $\text{License Plate Read Accuracy \%} = \left(\frac{\text{Number of Correctly Determined Vehicle License plates}}{\text{Total number of vehicle license plates}} \right) \times 100$												
AC7	Express Lane Trip Building	99.50% of all transactions shall be correctly assembled into trips per CTRMA business rules on all express lane roadways, which use trip building for tolling.	99.50%	For every 0.1% below the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	Each month, as determined by TSI provided reports.									
		<p>Measurement method:</p> $\text{Express Lane Trip Accuracy \%} = \left[1 - \left(\frac{\text{Express Lane Transactions Not Assembled into a Trip}}{\text{Express Lane Transactions Assembled into a Trip}} \right) \right] \times 100$												
SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement									

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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
AC8	Non-Express Lane Trip Aggregation* *Note – AC8 only applies if the TSI implements trip aggregation	99.50% of all transactions shall be correctly assembled into trips per the CTRMA business rules on all non-express lane roadways, which use trip aggregation for tolling.	99.50%	For every 0.1% below the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	Each month, as determined by TSI provided reports.
		Measurement method: $\text{Non – Express Lane Trip Aggregation Accuracy \%} = \left[1 - \left(\frac{\text{Non Express Lane Transactions Not Assembled into a Trip}}{\text{Non Express Lane Transactions Assembled into a Trip}} \right) \right] \times 100$			
AC9	VTMS Accuracy	Each VTMS will post and maintain the correct toll rate per the CTRMA business rules to the VTMS 99.95% of the time.	99.95%	Average of historical fare amount during the outage periods, regardless of CTRMA’s ability to collect the fares.	Each month, as determined by TSI provided reports.
		Measurement method: $\text{VTMS Accuracy \%} = \left[1 - \left(\frac{\text{Time VTMS Shows Incorrect Toll Rate}}{\text{Expected Hours of Operations}} \right) \right] \times 100$			

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SLA ID	SLA Name	Key Performance Indicator Description		Service Level Agreement	Damages	Measurement Requirement									
AC10	MVDS Volume Accuracy	The volume provided by Traffic Detection Systems (MVDS) shall be 95.00% accurate.	95.00%		For every 0.1% below the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	<p>Each month, as determined by TSI audited sample of MVDS vehicle volume.</p> <p>TSI shall coordinate with CTRMA monthly to determine a statistically significant sample size, as shown below, to show the SLA compliance.</p> <p>The TSI shall coordinate with CTRMA to determine the MVDS(s) to be audited each month.</p> <p>Accruing more errors than allowed as indicated in the following table shall result in an audit failure of AC10:</p> <table border="1" data-bbox="1602 963 1990 1110"> <thead> <tr> <th>Sample Set</th> <th>Required Samples</th> <th>Allowed Errors</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>300</td> <td>14</td> </tr> <tr> <td>2</td> <td>250</td> <td>12</td> </tr> </tbody> </table>	Sample Set	Required Samples	Allowed Errors	1	300	14	2	250	12
Sample Set	Required Samples	Allowed Errors													
1	300	14													
2	250	12													
		<p>Measurement method:</p> $MVDS \text{ Volume Accuracy } \% = \left[1 - \left(\frac{\frac{DVAS}{CCTV} \text{ Volume} - MVDS \text{ Volume}}{\frac{DVAS}{CCTV} \text{ Volume}} \right) \right] \times 100$ <p>The MVDS Volume is the volume provided by the MVDS being measured, and the DVAS/CCTV Volume is the volume calculated by monitoring the DVAS/CCTV camera(s) near the MVDS being measured.</p>													

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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
Performance					
SP1	Aggregated/Trip Transaction Transaction processing time	100% of all transactions must be fully processed within four (4) calendar days of the transaction creation date (lane date) and successfully transmitted to the CTRMA Data Platform Host per approved the CTRMA business rules within agreed constraints of any external the CTRMA systems or interfaces.	100.00% within four (4) calendar days	Actual transaction fare amount from the delayed transactions, regardless of CTRMA’s ability to collect the fares.	Each month, as determined by TSI provided reports.
		Measurement method: $\text{Transaction Processing Time Performance \%} = \left(\frac{\text{Number of Processed Aggregated/Trip Transactions within required time}}{\text{Number of Processed Aggregated/Trip Transactions}} \right) \times 100$			
SP2	Non-Aggregated/Trip Transaction Transaction processing time	100% of all transactions must be fully processed within two (2) calendar days of the transaction creation date (lane date) and successfully transmitted to the CTRMA Data Platform Host per approved the CTRMA business rules within agreed constraints of any external the CTRMA systems or interfaces.	100.00% within two (2) calendar days	Actual transaction fare amount from the delayed transactions, regardless of CTRMA’s ability to collect the fares.	Each month, as determined by TSI provided reports.
		Measurement method: $\text{Transaction Processing Time Performance \%} = \left(\frac{\text{Number of Processed Non – Aggregated/Trip Transactions within required time}}{\text{Number of Processed Non – Aggregated/Trip Transactions}} \right) \times 100$			

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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
SP3	Image Processing time (manual or automated)	For transactions requiring a manual or automated review process, 99.50% shall be completed within 72 hours from the time the transaction qualified for manual review.	99.50% within 72 hours	For every 0.1% below the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	Each month, as determined by TSI provided reports.
		Measurement method: $\text{Image Processing Time Performance \%} = \left(\frac{\text{Number of Transaction Reviews Completed within required time}}{\text{Number of Transactions Sent to Review}} \right) \times 100$			
SP4	Monthly Maintenance Report processing time	The monthly report, accurately detailing system performance relative to all Project SLAs, shall be submitted to CTRMA within ten (10) business days of each month-end, commencing the first full month (Month 1) following go-live (start of revenue collection).	Within ten (10) business days of each month-end.	For every 1 calendar day outside the SLA, 0.1% of the monthly maintenance fee.	Determined by date Monthly Maintenance report received (email timestamp).
		Measurement method: $\text{Report Submission Date} = (\text{Date}_{\text{Report Delivered}}) - (\text{Date}_{\text{Report Due}})$			

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SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
SP5	Report Generation (> 1,000,000 records)	Report Generation pertains to the display of non-ad-hoc reports generated on all systems delivered under the scope of the Project, measured from the time the user completes the report request in the UI to the time the report is displayed on the screen or generated as a .csv file. For the measurement of this SLA, no more than three queries that will result in 1,000,000+ records returned will be conducted simultaneously.	Within 5 minutes for Every 1,000,000 records included in the report.	For each sample set’s times taken as an average, for every 5 minutes outside the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	Each month, as determined by TSI provided reports
		Measurement method: $> 1M \text{ Report Generation time} = (Report_{Report \text{ start time}}) - (Report_{Report \text{ end time}})$			
SP6	Report Generation (< 1,000,000 records)	Report Generation pertains to the display of non-ad hoc reports generated on the Facility Host and all other systems developed under the scope of the Project, measured from the time the user completes the report request in the UI to the time the report is displayed on the screen or generated as a .csv file.	100.00% within 45 seconds and 95.00% within 15 seconds.	For each sample set’s times taken as an average, for every 1 minute outside the SLA, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	Each month, as determined by TSI provided reports.
		Measurement method: $< 1M \text{ Report Generation time} = (Report_{Report \text{ start time}}) - (Report_{Report \text{ end time}})$			

Appendix F – Service Level Agreement

SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
SP7	Submission of Monthly Inventory Report	<p>The monthly Inventory report, accurately detailing the location, count, and serial numbers of all the CTRMA hardware, including retired hardware (if applicable), spares and Return Material Authorization (RMA) hardware for the previous calendar month, shall be submitted to CTRMA within ten (10) business days of each month-end, commencing the first full month (Month 1) following go-live (start of revenue collection).</p> <p>Measurement method:</p> $Report\ Submission\ Date = (Date_{Report\ Delivered}) - (Date_{Report\ Due})$	Within ten (10) business days of each month-end.	For the monthly inventory report every 1 calendar day outside the SLA, 0.1% of the monthly maintenance fee.	Determined by date Monthly Inventory report received (email timestamp).
SP8	Submission of Yearly Inventory Report	<p>The TSI shall perform a full physical inventory audit annually to verify consistency between the MOMS inventory management system and the actual count.</p> <p>The Yearly Inventory report shall accurately detail the location, count, and serial numbers of all the CTRMA hardware, including retired hardware (if applicable), spares, and outstanding Return Material Authorization (RMA) hardware for the previous calendar year.</p> <p>The Yearly Inventory Report shall be submitted to CTRMA each year, commencing the first full month (Month</p>	<p>Months 1 – 11: Initial report submitted on month 12 within ten (10) business days from the beginning of the 12th month.</p> <p>Months 12 and beyond: Report submitted on month 12 within ten (10) business days from the beginning of the 12th month.</p>	For the yearly report, every 1 calendar day outside the SLA, 0.1% of the monthly maintenance fee.	Determined by date Annual Inventory report received (email timestamp).

Appendix F – Service Level Agreement

SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
		1) following go-live (start of revenue collection).			
		Measurement method: $Report\ Submission\ Date = (Date_{Report\ Delivered}) - (Date_{Report\ Due})$			
SP9	Submission of Annual SOC Audit Report	<p>TSI must provide a “SOC 1 Type 2” Report or a SOC 1 readiness assessment within 270 calendar days of the Effective date per the Agreement, and a SOC 1 Type 2 Report for all subsequent submittals.</p> <p>The TSI must address any exceptions identified in the SOC I Type 2 report within 30 calendar days from the date the SOC I Type 2 is delivered to the CTRMA.</p>	<p>If the TSI is unable to address all exceptions within 30 calendar days, the TSI must submit a written management plan to the CTRMA detailing the planned actions to address all remaining exceptions within 90 calendar days from the initial SOC report submission date.</p> <p>If the TSI is unable to address all exceptions within 90 calendar days, the TSI must submit a revised written management plan to the CTRMA detailing the planned actions and schedule to address all remaining exceptions within 120 calendar days from the initial SOC report submission date.</p>	<p>5% of the monthly maintenance fee each month beginning after 1 month from the date the SOC report was delivered to CTRMA until all exceptions have been addressed to CTRMA’s satisfaction.</p> <p>25% of the monthly maintenance fee each month beginning after 3 months from the date the SOC report was delivered to CTRMA until all exceptions have been addressed to CTRMA’s satisfaction.</p>	Determined by date SOC report is due per the Agreement

Appendix F – Service Level Agreement

SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
			If the TSI is unable to address all exceptions within 120 calendar days, the TSI must submit a revised written management plan to the CTRMA detailing the planned actions and schedule to address all remaining exceptions within 180 calendar days from the initial SOC report submission date.	100% of the monthly maintenance fee each month beginning after 4 months from the date the SOC report was delivered to CTRMA until all exceptions have been addressed to CTRMA's satisfaction.	

SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
Availability					
AV1	Lane Availability	Each lane shall be available 99.90 % of the time. An available lane is defined as a lane with the ability to collect revenue through both image capture and tag read/association.	99.90%	For each lane, every 0.1% below the SLA, the TSI shall be subject to liquidated damages in the amount of \$200.	Each month, as determined by TSI provided reports.
		Measurement method: $Measured\ Availability\ \% = \left[1 - \left(\frac{Lane\ Downtime}{Lane\ Uptime + (Lane\ Downtime - Exception\ Time)} \right) \right] \times 100$			
AV2	Host Availability	The Host Level applications and the system shall be available 99.50% of the time, excluding scheduled maintenance.	99.50%	For every 0.1% or portion thereof below the SLA, the	Each month, as determined by TSI provided reports.

Appendix F – Service Level Agreement

		An available host is defined as a fully operating host, including hardware and software such that all applications, reports, MOMS, and transaction processing are online and available for users.		TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	
		Measurement method:			
		$\text{Measured Availability \%} = \left[1 - \left(\frac{\text{Host Downtime}}{\text{Total Host Expected Operational Time}} \right) \right] \times 100$			
AV3	Express Lane CCTV Availability	Each Express Lanes CCTV shall be available 99.50% of the time, excluding scheduled maintenance.	99.50%	\$200 per each 0.5% below threshold.	Each month, as determined by TSI provided reports.
		Measurement method:			
		$\begin{aligned} &\text{Measured Availability \%} \\ &= \left[1 - \left(\frac{(\text{Total Hours Express Lane CCTV System Downtime}) - \text{Exclusions}}{(\text{Expected Hours of Operations}) - \text{Exclusions}} \right) \right] \times 100 \end{aligned}$			
AV4	Non-Express Lane CCTV Availability	Each non-Express Lane CCTV shall be available 95% of the time, excluding scheduled maintenance.	95%	\$200 per each 0.5% below threshold.	Each month, as determined by TSI provided reports.
		Measurement method:			
		$\begin{aligned} &\text{Measured Availability \%} \\ &= \left[1 - \left(\frac{(\text{Total Hours Non - Express Lane CCTV System Downtime}) - \text{Exclusions}}{(\text{Expected Hours of Operations}) - \text{Exclusions}} \right) \right] \times 100 \end{aligned}$			

Appendix F – Service Level Agreement

SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
AV5	Express lane MVD availability	Each Express Lane Segment shall be available 100% of the time. An available segment is defined as a segment where at least 75% of MVD sensors are available at any given time.	100% per segment	For every 0.1% or portion thereof below the SLA per segment, the TSI shall be subject to liquidated damages in the amount of 0.1% of the monthly maintenance fee.	Each month, as determined by TSI provided reports.
		Measurement method: $\text{Measured Availability \%} = \left[1 - \left(\frac{(\text{Total Hours Express Lane MVD System Downtime}) - \text{Exclusions}}{(\text{Expected Hours of Operations}) - \text{Exclusions}} \right) \right] \times 100$			
AV6	VTMS Availability	Each VTMS shall be available 99.95%, excluding scheduled maintenance. Availability of 99.95%	99.95%	Average of historical fare amount during the outage periods, regardless of CTRMA's ability to collect the fares.	Each month, as determined by TSI provided reports.
		Measurement method: $\text{Measured Availability \%} = \left[1 - \left(\frac{(\text{Total Hours VTMS System Downtime}) - \text{Exclusions}}{(\text{Expected Hours of Operations}) - \text{Exclusions}} \right) \right] \times 100$			

Appendix F – Service Level Agreement

SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
<p>Maintenance (Response/Repair timing)</p>					
<p>Response Time: Response Time is always measured as beginning when the system generates an alert/ticket, the TSI is notified a priority event has occurred and/or a failure event has occurred, whichever occurs first, and ending when the TSI acknowledges the alert, ticket and/or event via an approved communication method (e.g. MOMS).</p>					
<p>Repair Time: Repair time is always measured as beginning when the time the TSI acknowledges the ticket for the event or failure and ending when the failure condition is corrected, and the system is returned to normal operation.</p>					
<p>Priority 1: Failure that will result in: loss of ability to accurately collect revenue; inability to accurately and timely process transactions or trips per the CTRMA business rules; lane closure; safety hazard; or loss of auditability.</p>					
RR1	Time to Respond – Priority 1	<p>All priority 1 events must have a ticket created and be acknowledged within 15 minutes of notification of a priority 1 event.</p>	15 minutes	\$300 for every 30 minutes beyond the SLA per event.	Each month, as determined by TSI provided reports.
		<p>Measurement method:</p> $P1 \text{ Response Time} = \text{minimum of } (T_{Arrival} - T_{Notice}) \text{ or } (T_{Acknowledge} - T_{Notice})$			

Appendix F – Service Level Agreement

SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
RR2	Time to Repair – Priority 1	All priority 1 tickets must be repaired within 3 hours of ticket acknowledgement.	3 hours	\$500 for every 30 minutes beyond the SLA per event.	Each month, as determined by TSI provided reports.
		Measurement method: $P1 \text{ Repair Time} = (T_{Corrected} - T_{Notice})$			
Priority 2: Failure of a system component that will result in a degradation of system performance or results in the loss of redundancy in a key system component but does not qualify as a Priority 1 event.					
RR3	Time to Respond – Priority 2	All priority 2 events must have a ticket created and be acknowledged within 30 minutes of notification of a priority 2 event.	30 minutes	\$150 for every 30 minutes beyond the SLA per event.	Each month, as determined by TSI provided reports.
		Measurement method: $P2 \text{ Response Time} = \text{minimum of } (T_{Arrival} - T_{Notice}) \text{ or } (T_{Acknowledge} - T_{Notice})$			
RR4	Time to Repair – Priority 2	All priority 2 tickets must be repaired within 6 hours of ticket acknowledgement.	6 hours	\$250 for every 30 minutes beyond the SLA per event.	Each month, as determined by TSI provided reports.
		Measurement method: $P2 \text{ Repair Time} = (T_{Corrected} - T_{Notice})$			

Appendix F – Service Level Agreement

SLA ID	SLA Name	Key Performance Indicator Description	Service Level Agreement	Damages	Measurement Requirement
Priority 3: Any action or event reported that will/may impact operational performance, has potential of degrading the System performance, and has no impact to revenue collection.					
RR5	Time to Respond – Priority 3	All priority 3 events must have a ticket created and be acknowledged within 30 minutes of notification of a priority 3 event. Measurement method: $P3 \text{ Response Time} = \text{minimum of } (T_{\text{Arrival}} - T_{\text{Notice}}) \text{ or } (T_{\text{Acknowledge}} - T_{\text{Notice}})$	30 minutes	\$75 for every 30 minutes beyond the SLA per event.	Each month, as determined by TSI provided reports.
RR6	Time to Repair – Priority 3	All priority 3 tickets must be repaired within 24 hours of ticket acknowledgement. Measurement method: $P3 \text{ Repair Time} = (T_{\text{Corrected}} - T_{\text{Notice}})$	24 hours	\$125 for every 30 minutes beyond the SLA per event.	Each month, as determined by TSI provided reports.

APPENDIX G
Key Personnel

KEY PERSONNEL

Darby Swank	Principal-in-Charge
Mike Yager	Program Manager
Danielle Bordeaux	Deputy Program Manager
Kenneth Engelke	Installation Manager and Interim Onsite Maintenance Manager
Donnie Collins	Maintenance Manager
Quality Manager	Ken Acosta

APPENDIX H
Contractor's Proposal

APPENDIX I
Form of Revenue Loss Payment Bond

FORM OF REVENUE LOSS PAYMENT BOND

**AGREEMENT FOR ROADSIDE TOLL COLLECTION SYSTEM INSTALLATION
AND MAINTENANCE SERVICES**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as “Principal” and _____, as “Surety” or as “Co-Sureties”, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Authority”), a political subdivision of the State of Texas, as “Obligee”, in the sum of [\$_____] (the “Bonded Sum”), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee, has awarded to Principal, the Agreement for Roadside Toll Collection System Installation and Maintenance Services, duly executed and delivered as of _____, 2021 (the “Agreement”), on the terms and conditions set forth therein; and

WHEREAS, upon execution of the Agreement, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Agreement;.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Agreement, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Obligee shall release this bond upon the conclusion of the term of the Agreement as set forth in Article 3 of the Agreement.

The following terms and conditions shall apply with respect to this bond:

1. The Agreement is incorporated by reference herein.
2. This bond specifically guarantees any loss of revenue incurred by the CTRMA under Article 7(b) of the Agreement.
3. No alteration, modification or supplement to the Agreement or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond.
4. Correspondence or claims relating to this bond should be sent to Surety at the following address:

5. No right of action shall accrue on this bond to or for the use of any entity other than the Obligee or its successors and assigns.

6. If any legal action be filed on this bond, venue shall be in Travis County, Texas.

7. This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

8. Initially capitalized terms not otherwise defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 2021.

Principal:

By: _____

Its: _____

(Seal)

Surety:

By: _____

Its: _____

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

APPENDIX J-1
Form of Installation Performance Bond

FORM OF INSTALLATION PERFORMANCE BOND

**AGREEMENT FOR ROADSIDE TOLL COLLECTION SYSTEM INSTALLATION
AND MAINTENANCE SERVICES**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as “Principal” and _____, as “Surety” or as “Co-Sureties”, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Authority”), a political subdivision of the State of Texas, as “Obligee”, in the sum of [\$ _____] (the “Bonded Sum”), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee, has awarded to Principal, the Agreement for Roadside Toll Collection System Installation and Maintenance Services, duly executed and delivered as of _____, 2021 (the “Agreement”), on the terms and conditions set forth therein; and

WHEREAS, upon the issuance of the Work Authorization under Article 2, subsection 2.1., Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Agreement;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Agreement, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Obligee shall release this bond upon the conclusion of the term of the Agreement as set forth in Article (7)(d)(iii) of the Agreement.

The following terms and conditions shall apply with respect to this bond:

1. The Agreement is incorporated by reference herein.
2. This bond specifically guarantees (1) the performance of each and every obligation of Principal under the Agreement, as it may be amended and supplemented, including but not limited to, its liability for liquidated damages as specified in the Agreement, but not to exceed the penal amount described in Article (7)(d)(iii).
3. Whenever Principal shall be, and is declared by the Obligee to be, in default under the Agreement and the Obligee has formally terminated the Principal’s right to complete the Services required under the Agreement, provided that the Obligee is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Obligee:
 - a. arrange for the Principal to perform and complete the Agreement;

b. complete the Services required under any Work Authorizaton(s) then in effect in accordance with the terms and conditions of the Agreement then in effect, through its agents or through independent contractors;

c. obtain bids or negotiated proposals from qualified contractors acceptable to the Obligee for a contract for performance and completion of the Services required under any Work Authorizaton(s) then in effect, arrange for a contract to be prepared for execution by the Obligee and the contractor selected with the Obligee's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement in an amount that corresponds to the amount of Work Authorizaton(s) to be completed, and pay to the Obligee the amount of damages as described in Article 7 of the Agreement; or

d. waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee, or (ii) deny liability in whole or in part and notify the Obligee citing reasons therefore.

5. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Obligee to Surety demanding that Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee. If Surety proceeds as provided in Subparagraph 3.d, and the Obligee refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice the Obligee shall be entitled to enforce any remedy available to the Obligee.

6. After the Obligee has terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 3.a, 3.b, or 3.c above, then the responsibilities of Surety to the Obligee shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Obligee to Surety shall not be greater than those of the Obligee under the Agreement. To the limit of the Bonded Sum, Surety is obligated without duplication for:

a. the responsibilities of the Principal for correction of defective work and completion of the Services required under the Agreement;

b. additional legal and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 3; and

c. liquidated damages under the Agreement.

7. No alteration, modification or supplement to the Agreement or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond.

8. Correspondence or claims relating to this bond should be sent to Surety at the following address:

9. No right of action shall accrue on this bond to or for the use of any entity other than the Obligee or its successors and assigns.

10. If any legal action be filed on this bond, venue shall be in Travis County, Texas.

11. This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

12. Initially capitalized terms not otherwise defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 2021.

Principal:

By: _____

Its: _____

(Seal)

Surety:

By: _____

Its: _____

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

APPENDIX J-2
Form of Installation Payment Bond

FORM OF INSTALLATION PAYMENT BOND

**AGREEMENT FOR ROADSIDE TOLL COLLECTION SYSTEM INSTALLATION
AND MAINTENANCE SERVICES**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as “Principal” and _____, as “Surety” or as “Co-Sureties”, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Authority”), a political subdivision of the State of Texas, as “Obligee”, in the sum of [\$_____] (the “Bonded Sum”), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee, has awarded to Principal, the Agreement for Roadside Toll Collection System Installation and Maintenance Services, duly executed and delivered as of _____, 2021 (the “Agreement”), on the terms and conditions set forth therein; and

WHEREAS, upon the issuance of the Work Authorization under Article 2, subsection 2.1., Principal is required to furnish a bond guaranteeing payment of claims, subcontractors, suppliers, materialmen and mechanics.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay any valid and timely claims of subcontractors, suppliers, materialmen and mechanics with respect to the Services, then Surety shall pay for the same in an amount not to exceed, in the aggregate, the Bonded Sum; otherwise this obligation shall be null and void upon the conclusion of the term of the Agreement as set forth in Article (7)(d)(iii) of the Agreement.

The following terms and conditions shall apply with respect to this bond:

1. The Agreement is incorporated by reference herein.
2. No alteration, modification or supplement to the Agreement or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond.
3. Correspondence or claims relating to this bond should be sent to Surety at the following address:

4. This bond shall inure to the benefit of the persons identified above so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

5. To the extent permitted by law, the only permitted claimants under this Bond shall be those entities having a contract with Principal and those entities having a contract with an entity which has a contract with Principal.

6. If any legal action be filed on this bond, venue shall be in Travis County, Texas.

7. This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

8. Initially capitalized terms not otherwise defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 2021.

Principal: _____

By: _____

Its: _____

(Seal)

Surety: _____

By: _____

Its: _____

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

APPENDIX K-1
Form of Maintenance Performance Bond

FORM OF MAINTENANCE PERFORMANCE BOND

**AGREEMENT FOR ROADSIDE TOLL COLLECTION SYSTEM INSTALLATION
AND MAINTENANCE SERVICES**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as “Principal” and _____, as “Surety” or as “Co-Sureties”, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Authority”), a political subdivision of the State of Texas, as “Obligee”, in the sum of [\$ _____] (the “Bonded Sum”), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee, has awarded to Principal, the Agreement for Roadside Toll Collection System Installation and Maintenance Services, duly executed and delivered as of _____, 2021 (the “Agreement”), on the terms and conditions set forth therein; and

WHEREAS, as a condition to any final acceptance for each Work Authorization under Article 2, subsection 2.1, and prior to the issuance of the Work Authorization under Article 2, subsection 2.2, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Agreement;.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Agreement, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Obligee shall release this bond upon the conclusion of the term of the Agreement as set forth in Article (7)(d)(iv) of the Agreement.

The following terms and conditions shall apply with respect to this bond:

1. The Agreement is incorporated by reference herein.
2. This bond specifically guarantees (1) the performance of each and every obligation of Principal under the Agreement, as it may be amended and supplemented, including but not limited to, its liability for liquidated damages as specified in the Agreement, but not to exceed the penal amount described in Article (7)(d)(iv).
3. Whenever Principal shall be, and is declared by the Obligee to be, in default under the Agreement and the Obligee has formally terminated the Principal’s right to complete the Services required under the Agreement, provided that the Obligee is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Obligee:

- a. arrange for the Principal to perform and complete the Agreement;
- b. complete the Services required under any Work Authorizaton(s) then in effect in accordance with the terms and conditions of the Agreement then in effect, through its agents or through independent contractors;
- c. obtain bids or negotiated proposals from qualified contractors acceptable to the Obligee for a contract for performance and completion of the Services required under any Work Authorizaton(s) then in effect, arrange for a contract to be prepared for execution by the Obligee and the contractor selected with the Obligee's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement in an amount that corresponds to the amount of Work Authorizaton(s) to be completed, and pay to the Obligee the amount of damages as described in Article 7 of the Agreement; or
- d. waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee, or (ii) deny liability in whole or in part and notify the Obligee citing reasons therefore.

5. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Obligee to Surety demanding that Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee. If Surety proceeds as provided in Subparagraph 3.d, and the Obligee refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice the Obligee shall be entitled to enforce any remedy available to the Obligee.

6. After the Obligee has terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 3.a, 3.b, or 3.c above, then the responsibilities of Surety to the Obligee shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Obligee to Surety shall not be greater than those of the Obligee under the Agreement. To the limit of the Bonded Sum, Surety is obligated without duplication for:

- a. the responsibilities of the Principal for correction of defective work and completion of the Services required under the Agreement;
- b. additional legal and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 3; and
- c. liquidated damages under the Agreement.

7. No alteration, modification or supplement to the Agreement or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond.

8. Correspondence or claims relating to this bond should be sent to Surety at the following address:

9. No right of action shall accrue on this bond to or for the use of any entity other than the Obligee or its successors and assigns.

10. If any legal action be filed on this bond, venue shall be in Travis County, Texas.

11. This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

12. Initially capitalized terms not otherwise defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 2021.

Principal:

By: _____

Its: _____

(Seal)

Surety:

By: _____

Its: _____

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

APPENDIX K-2
Form of Maintenance Payment Bond

FORM OF MAINTENANCE PAYMENT BOND

**AGREEMENT FOR ROADSIDE TOLL COLLECTION SYSTEM INSTALLATION
AND MAINTENANCE SERVICES**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as “Principal” and _____, as “Surety” or as “Co-Sureties”, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Authority”), a political subdivision of the State of Texas, as “Obligee”, in the sum of [\$_____] (the “Bonded Sum”), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee, has awarded to Principal, the Agreement for Roadside Toll Collection System Installation and Maintenance Services, duly executed and delivered as of _____, 2021 (the “Agreement”), on the terms and conditions set forth therein; and

WHEREAS, as a condition to any final acceptance for each Work Authorization under Article 2, subsection 2.1, and prior to the issuance of the Work Authorization under Article 2, subsection 2.2, Principal is required to furnish a bond guaranteeing payment of claims, subcontractors, suppliers, materialmen and mechanics.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay any valid and timely claims of subcontractors, suppliers, materialmen and mechanics with respect to the Services, then Surety shall pay for the same in an amount not to exceed, in the aggregate, the Bonded Sum; otherwise this obligation shall be null and void upon the conclusion of the term of the Agreement as set forth in Article (7)(d)(iv) of the Agreement.

The following terms and conditions shall apply with respect to this bond:

1. The Agreement is incorporated by reference herein.
2. No alteration, modification or supplement to the Agreement or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond.
3. Correspondence or claims relating to this bond should be sent to Surety at the following address:

4. This bond shall inure to the benefit of the persons identified above so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

5. To the extent permitted by law, the only permitted claimants under this Bond shall be those entities having a contract with Principal and those entities having a contract with an entity which has a contract with Principal.

6. If any legal action be filed on this bond, venue shall be in Travis County, Texas.

7. This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

8. Initially capitalized terms not otherwise defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 2021.

Principal:

By: _____

Its: _____

(Seal)

Surety:

By: _____

Its: _____

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021 AGENDA ITEM #7

Discuss and consider approving an agreement with Southwest Research Institute for the development, integration, maintenance and support of the Lonestar advanced traffic management system

Strategic Plan Relevance:	Deliver Multi-Faceted Mobility Solutions; Explore and Invest in Transformative Technology and Adopt Industry Best Practices; Employ a Collaborative Approach to Implementing Mobility Solutions
Department:	Operations
Contact:	Greg Mack, Assistant Director of IT & Toll Systems
Associated Costs:	Not to exceed \$2,000,000 over the 5-year initial term (<i>includes development, deployment, and integration services; maintenance activities; and Amazon Web Hosting services</i>)
Funding Source:	Adopted FY22 Operating Budget
Action Requested:	Approve draft resolution

Project Description/Background: The ability to actively monitor roadways using technology (e.g., cameras, travel time sensors, etc.) provides the Mobility Authority increased ability to identify, respond to, and mitigate incidents in real-time and maintain acceptable levels of service for customers. The implementation of Intelligent Transportation Systems (ITS) is reliant upon various inputs and outputs of data from field sensor to determine real-time traffic and roadway conditions, including CCTV cameras for live video images of roadways; microwave sensors for real-time traffic data; dynamic message signs (DMS) to provide motorist information; Connected Vehicle technology to transmit and receive messages between vehicles; and more.

In order to manage the required systems and provide a singular platform for operations staff to perform tasks from the Traffic Incident Management Center (TIMC) the Mobility Authority has implemented the Lonestar ActiveITS Advanced Traffic Management System (ATMS) software developed by Southwest Research Institute (SwRI). This software will serve as the centralized platform for the Mobility Authority to standardize and coordinate regional traffic incident management operations with regional partners (e.g., TxDOT Austin).

The overarching goals of this coordinated approach will include:

- reduce the impacts of incidents to travelers in the Greater Austin region, including reduced roadway clearance time, incident clearance time, and time to return to normal;
- reduce secondary crashes in the region; and
- provide accurate and timely traveler information to travelers throughout the region.

To support the priorities described above, the Mobility Authority has interfaced the existing system with the similar platform utilized by TxDOT Austin District (Lonestar ActiveITS) through center-to-center communications.

At present, the Mobility Authority has only partially migrated from the existing proprietary Kapsch platform (EcoTrafIX). Execution of the agreement will enable the Mobility Authority to finalize the integration of the existing system, continue to expand the functionality and capabilities of the software, and maintain the software in good working condition. The agreement includes an initial 5-year term, with two (2) two-year automatic renewal periods and one (1) one-year optional renewal period. The agreement is proposed with an initial contractual ceiling of \$2,000,000 which corresponds to the initial 5-year term. This amount will cover all activities and expenses related to the maintenance and expansion of the Lonestar system—including integration of current and future ITS field devices and systems (e.g., video wall); development of new software modules to unlock additional functionality; preventative and emergency maintenance; Amazon web-hosting service licensing; and more. Staff will seek Board approval on additional funds related to any contract renewal options before they are exercised.

Previous Actions & Brief History of the Program/Project: The Mobility Authority has executed an agreement with Southwest Research Institute (SwRI) for the implementation of the Lonestar ActiveITS Advanced Traffic Management System (ATMS) – Phase I and software sublicense agreement (Resolution No. 20-023, April 29, 2020). This phase of the project has been completed and the ActiveITS ATMS software is operational within the

Traffic Incident Management Center (TIMC).

The Mobility Authority has an interlocal agreement with TxDOT to share data and information to facilitate regional traffic management coordination (Resolution No. 20-076, November 18, 2020).

Financing: Operating Budget

Action Requested/Staff Recommendation: Staff recommends executing an agreement with Southwest Research Institute (SwRI) for the continued maintenance and support of the Lonestar ActiveITS Advanced Traffic Management System (ATMS) software.

Backup Provided: Draft Resolution
Draft agreement with Appendix A and B

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

RESOLUTION NO. 21-0XX

**APPROVING AN AGREEMENT WITH THE SOUTHWEST RESEARCH INSTITUTE FOR
THE DEVELOPMENT, INTEGRATION, MAINTENANCE AND SUPPORT OF THE
LONESTAR ACTIVEITS ADVANCED TRAFFIC MANAGEMENT SYSTEM**

WHEREAS, the Mobility Authority is developing a Traffic Incident Management and Intelligent Transportation System Program Plan to standardize and coordinate its regional traffic incident management operations with regional partner agencies; and

WHEREAS, by Resolution No. 20-023, dated April 29, 2020, the Board approved an agreement with Southwest Research Institute for the implementation and support of the Lonestar ActiveITS Advanced Traffic Management System (Lonestar ATMS); and

WHEREAS, additional services are currently required from the Southwest Research Institute for continued maintenance and support of the Lonestar ATMS, integration of current and future ITS field devices and systems, development of new software modules to unlock additional functionality, preventative and emergency maintenance and web-hosting services; and

WHEREAS, the Executive Director has negotiated a proposed agreement with the Southwest Research Institute for the further development, integration, maintenance and support of the Lonestar ATMS in an amount not to exceed \$2,000,000; and

WHEREAS, the Executive Director recommends that the Board approve the proposed agreement with Southwest Research Institute for the further development, integration, maintenance and support of the Lonestar ATMS in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves the agreement with Southwest Research Institute for the further development, integration, maintenance and support of the Lonestar ActiveITS Advanced Traffic Management System in an amount not to exceed \$2,000,000 and hereby authorizes the Executive Director to finalize and execute the agreement with Southwest Research Institute on behalf of the Mobility Authority in the form or in substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15th day of December 2021.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AGREEMENT FOR

**CONTINUED MAINTENANCE AND SUPPORT SERVICES FOR ADVANCED
TRAFFIC MANAGEMENT SYSTEM SOFTWARE**

This Services Agreement (the “Agreement”) is made and entered into by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY** (hereinafter referred to as the “Mobility Authority” or “CTRMA”), 3300 N. IH-35 Suite 300, Austin, TX, 78705, a regional mobility authority and political subdivision of the State of Texas, and **SOUTHWEST RESEARCH INSTITUTE** (hereinafter referred to as the “Service Provider” or “SwRI”), 6220 Culebra Road, San Antonio, Texas 78238, a nonprofit corporation organized under the laws of the State of Texas, to be effective as of the 1st day of May, 2021 (the “Effective Date”) with respect to the development, implementation, and maintenance of the LoneStar ActiveITS® Advanced Transportation Management System software (“LoneStar”).

WITNESSETH:

WHEREAS, to improve coordination and standardize traffic management systems across the region, the Mobility Authority will need to interface the existing traffic management system(s) and subsequent field and network devices with LoneStar currently utilized by regional partner agencies—namely the Texas Department of Transportation (“TxDOT”); and

WHEREAS, LoneStar is made available by the State of Texas by and through TxDOT and the State of Florida by and through its Department of Transportation (“FDOT”) through existing non-exclusive license agreements with Service Provider; and

WHEREAS, pursuant to Resolution No. 20-023 adopted April 29, 2020, the Mobility Authority accepted the justification for the proprietary purchase and implementation of LoneStar from SwRI and authorized the Mobility Authority to enter into a software sublicense agreement for LoneStar; and

WHEREAS, the Mobility Authority requires the services of a firm for the continued development, implementation, and maintenance of LoneStar; and

NOW, THEREFORE, in consideration of the mutual and individual benefits received and realized by the respective parties hereto, the parties do hereby agree as follows:

ARTICLE I

DESCRIPTION OF SERVICES

The Mobility Authority hereby retains the Service Provider, as an independent contractor, and the Service Provider agrees to provide services to the Mobility Authority, and possibly other entities, based upon the terms and conditions provided in this Agreement. The Service Provider agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (hereinafter referred to as the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by the Service Provider or, subject to the agreement of the Mobility Authority, provided by the Service Provider through its subcontractors. The Service Provider agrees to provide adequate resources at all times

throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of compensation to the Service Provider if the Service Provider fails to meet any provision of this Agreement.

The Service Provider acknowledges and agrees that the Services provided for herein will be provided to the Mobility Authority and may also be provided for the benefit of additional entities, and the Mobility Authority shall have the right, without objection from the Service Provider, to see performance hereunder and enforce the terms of this Agreement on its own behalf and on behalf of any other entities receiving the Services provided for herein.

The Service Provider will provide the Mobility Authority and/or representative of the Mobility Authority various reports and real-time access to the records and data developed and maintained by the Service Provider in accordance with the terms of this Agreement and as otherwise agreed between the parties from time to time.

The Service Provider shall be expected to operate independently from the Mobility Authority and without extensive oversight and direction. The Service Provider shall commit the personnel and resources reasonably required to promptly and fully perform and fulfill the responsibilities and tasks.

ARTICLE II **TERM**

The initial term of this Agreement shall commence on the Effective Date, terminating June 30, 2026 (hereinafter referred to as the “Initial Term”), subject to the earlier termination of this Agreement or further extension upon the agreement of both parties. The Agreement shall automatically extend for two (2) additional one (1) year periods following the expiration of the Initial Term (hereinafter referred to as the “Automatic Renewal Terms”). By mutual written agreement of the Mobility Authority and the Service Provider and subject to approval of the Mobility Authority Board of Directors, following the Initial Term and the two (2) Automatic Renewal Terms, this Agreement may be extended for up to one (1) additional two (2) year term. In addition to any termination rights set forth in this Agreement, either party may elect not to extend the term of the Agreement through the Automatic Renewal Terms by providing sixty (60) days written notice to the other party prior to the end of the then current term. Absent such written notice of termination pursuant to other provisions of this Agreement, the Automatic Renewal Terms will automatically take effect. If at any time during the term of this Agreement the Service Provider cannot provide the Services required by the Mobility Authority or for any other reason the Mobility Authority reserves the unilateral right to procure the Services from any other service provider it deems capable of providing those Services in addition to any other rights the Mobility Authority may have.

ARTICLE III **COMPENSATION**

Authorization for the Service Provider to perform the Services, compensation for the Service Provider’s work, and other aspects of the mutual obligations concerning the Service Provider’s work and payment are as follows:

1. **COMPENSATIONS GENERALLY.** The Mobility Authority shall have no further obligation to pay any funds or provide any compensation to the Service Provider in relation to any of the Services, except as otherwise specifically provided herein.
2. **TAXES.** The Service Provider acknowledges that the Mobility Authority is a tax-exempt entity under Sections 151.309, et seq. of the Texas Tax Code. All payments to be made by the Mobility Authority to the Service Provider pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or biased.
3. **OVERALL COMPENSATION.** The Board of Directors shall identify an annual budget amount which authorizes funding for the Services provided for herein. For each respective year, the Executive Director shall, in his or her sole discretion, designate how much of the annual budget shall be allocated to Services. The aggregate of expenditures approved under this Agreement may not exceed, on a corresponding annual basis, the amount identified in the budget for the Services or a corresponding amendment to the budget approved by the Mobility Authority Board of Directors.
4. **EXPENSES.** The compensation described above is anticipated by the Mobility Authority and the Service Provider to be full and sufficient compensation and reimbursement for the Services. The Service Provider shall be entitled to reimbursement from the Mobility Authority for lodging and transportation expenses incurred by the Service Provider related to the performance of its duties under this Agreement.
5. **BOOKS AND RECORDS.** All books and record relating to the Services provided under this Agreement shall be made available during the Service Provider's normal business hours to the Mobility Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for three (3) years, or such period as required by Texas law, whichever is longer. Subject to Article XII, section 2 of this Agreement, the Mobility Authority shall not have access to and Service Provider shall not be obligated to provide records that contain personnel information, trade secrets or information that is deemed proprietary to Service Provider.
6. **INVOICING.** The Service Provider shall invoice the Mobility Authority for Services rendered. Each invoice must include the total amount payable, the total amount paid during the Mobility Authority fiscal year, and such other detail or information as the Mobility Authority requests from time to time. The Service Provider shall certify each invoice as true and correct for the period (e.g., month) for which invoiced Services were provided and reimbursable expenses were incurred. Except as otherwise agreed to by the parties, no compensation shall accrue or be paid prior to the effective date of any license agreement necessary to make the data and information described in this Agreement (including without limitation Appendix A) available to the Mobility Authority and other governmental entities.

By mutual agreement between the Mobility Authority and the Service Provider, certain compensation, including but not limited to license fees, milestone payments, or other monthly payments, may be made in advance of certain Services being performed; provided, however, that in the event of termination, such advance compensation shall be reimbursed to the Mobility Authority in a pro rata share for the Services actually performed under this Agreement. In no event

shall the compensation exceed the amount approved by the Mobility Authority's Board of Directors for the Services provided herein in its annual budget.

The Service Provider acknowledges that the compensation to be paid will depend on budgetary considerations of the Mobility Authority and operational success of earlier performance of the Services. The Initial Term shall provide for Services to be made available with respect to the Mobility Authority projects and efforts and, unless adjusted per this Article III, at the compensation agreed upon by both parties.

Upon receipt of an invoice that complies with the requirements set forth in this Agreement, the Mobility Authority shall pay all undisputed amounts, which are due and payable within thirty (30) days. The Mobility Authority reserves the right to withhold payment of all or part of the disputed amount of a Service Provider invoice in the event of any of the following: (1) dispute over the work or costs thereof is not resolved within a thirty (30) day period; (2) pending verification of satisfactory work performed; or (3) if required reports are not received.

Invoices shall be sent to:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
ATTN: Director of Operations

7. **AS-NEEDED BASIS.** The Mobility Authority shall request that the Service Provider perform specific services on an as-needed basis and through the issuance of written Work Authorizations and/or Letter Agreements. No representation or assurance has been made on behalf of the Mobility Authority to the Service Provider as to the total compensation to be paid to the Service Provider under this Agreement.

ARTICLE IV **TERMINATION**

1. **TERMINATION.** Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between the Service Provider and the Mobility Authority, by providing a minimum of thirty (30) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to the Service Provider. The Mobility Authority may terminate this Agreement for cause if the Service Provider fails to satisfactorily perform or adhere to any material provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in activity that, in the Mobility Authority's sole reasonable judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Subject to the following, upon any termination the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that the Service Provider has made reasonable efforts to mitigate all costs or other damages associated with the termination.

Notwithstanding the foregoing, in the event of a termination for cause the Mobility Authority may withhold funds in order to pay for expenses incurred as a result of the termination and potential transition to a new service provider.

ARTICLE V
PERSONNEL, EQUIPMENT, AND MATERIAL

1. **PERSONNEL.** The Service Provider acknowledges and agrees to identify within Work Authorization and/or Letter Agreements any and all individuals that are key and integral to the satisfactory performance of the Services by the Service Provider under this Agreement. Throughout the term of this Agreement, the Service Provider agrees that the identified individual(s) will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Service Provider or the approved subcontractor, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Service Provider promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. Failure to do so within thirty (30) days of the event requiring replacement shall be an event of default under this Agreement.
2. **SUBCONSULTANTS.** The Consultant may provide for the performance of portions of the Services with the assistance of one or more subconsultants or subcontractors provided that any subconsultant or subcontractor proposed to be utilized is approved, in advance and in writing, by the Mobility Authority. In the event the Service Provider does utilize one or more approved subconsultants or subcontractor, Service Provider shall remain fully liable for the actions or inactions of such subconsultants or subcontractors and shall be solely responsible for compensating the subconsultants or subcontractors.
3. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the Service Provider or of an approved subconsultant or subcontractor, shall have such knowledge and experience as will enable them, in the Service Provider's reasonable belief, to perform the duties assigned to them. Any such person who, as determined by the Mobility Authority in its sole discretion, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, immediately be removed from performance of the Services. The Service Provider shall furnish the Mobility Authority with a fully qualified candidate for the removed person within thirty (30) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.
4. **CONTRACTOR FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the Mobility Authority, the Service Provider shall furnish all equipment, transportation, supplies, and materials required for its performance of the Services under this Agreement.

ARTICLE VI
OWNERSHIP OF REPORTS, SOFTWARE, AND LICENSES

Ownership of reports, software, and licenses shall be governed by the terms of the ActiveITS Software Sublicense Agreement, effective June 15, 2020, between the Mobility Authority and Service Provider, a copy of which is attached hereto as Appendix B.

ARTICLE VII
PROTECTION OF DATA AND INFORMATION

As part of their operations, Mobility Authority and other entities to whom Services may be provided collect and maintain information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person's Social Security number, driver's license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials (all such data pertaining to individuals, whether or not specifically listed, being "Personal Information"). As part of its performance of the Services, the Service Provider may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning the Mobility Authority and other entities to whom Services may be provided (collectively with Personal Information, the "Mobility Authority Information"). The Service Provider therefore agrees that:

1. The Service Provider is responsible for the security of Mobility Authority Information that it receives or accesses in performing the Services, and Service Provider shall at all times maintain appropriate information-security measures with respect to Mobility Authority Information in a manner consistent with applicable law.
2. The Service Provider must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to Mobility Authority Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such Mobility Authority Information. At a minimum, such safeguards shall be consistent with generally recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Service Provider must encrypt Mobility Authority Information (i) transmitted over the Internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices, in such a manner so as to assure that Mobility Authority Information cannot be accessed in an unauthorized manner or by unauthorized persons or entities.
3. The Service Provider must identify to the Mobility Authority all subconsultants, subcontractors, and other persons who may have access to Mobility Authority Information in connection with the Services. Service Provider must restrict the Mobility Authority Information to which a given employee or approved subcontractor has access to only that Mobility Authority Information which such employee, or approved subcontractor or subconsultant, needs to access in the course of such employee's, or approved subcontractor's or subconsultant's, duties and responsibilities in connection with the Services.
4. Before granting access to Mobility Authority Information, the Service Provider must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of Mobility Authority Information).

5. Mobility Authority Information must not be stored, accessed, or processed at any location outside of the United States.
6. The Service Provider may use the Mobility Authority Information only for performing the Services, and the Service Provider must ensure that its employees, approved subcontractor, or approved subconsultant are restricted from any use of Mobility Authority Information other than for such purpose.
7. Except to the extent otherwise expressly permitted, Service Provider may not disclose Mobility Authority Information except as required by law or a governmental authority having jurisdiction over the Service Provider. In the event of such required disclosure, Service Provider must notify the Mobility Authority in advance (if legally permissible to do so) and reasonably cooperate with any decision by the Mobility Authority to seek to condition, minimize the extent of, or oppose such disclosure.
8. The Service Provider will immediately notify the Mobility Authority if Service Provider discovers any actual or reasonably suspected breach of security or unauthorized use of Mobility Authority Information (i) in the possession, custody, or control of Service Provider, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Service Provider (either of occurrences (i) or (ii) being referred to as a “Security Incident”). In no event shall Service Provider's notification to the Mobility Authority be later than three (3) calendar days after Service Provider discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Service Provider must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Service Provider must promptly undertake appropriate remediation measures and inform the Mobility Authority regarding the same.
9. Subject to requirements of data security or privacy laws, the Mobility Authority, in its sole discretion, will determine whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media. All notices must be approved by Mobility Authority before they are distributed. The Service Provider must reimburse the Mobility Authority for costs or expenses Mobility Authority incurs in connection with such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, and in addition to any other indemnification requirements under this Agreement, the Service Provider shall indemnify and hold the Mobility Authority harmless from all claims, costs, expenses, and damages (including reasonable attorneys’ fees) that the Mobility Authority incurs in connection with any regulatory action or third-party claim arising from a Security Incident.
10. The Service Provider must cooperate and permit the Mobility Authority (and any governmental authorities with jurisdiction in connection with an audit requested by the Mobility Authority) reasonable access for on-site review of the Service Provider’s data security systems and procedures to verify Service Provider’s compliance with its obligations under this Agreement.

11. Whenever the Mobility Authority Information is no longer needed for the performance of Services, or at any time upon written notification from the Mobility Authority, the Service Provider must unconditionally and without any additional charge or fee, return or, at Mobility Authority's written election, certify the secure destruction of, all Mobility Authority Information in Service Provider's possession, custody, or control (including Mobility Authority Information in the possession, custody, or control of any of Service Provider's subcontractors or consultants).

ARTICLE VIII
MOBILITY AUTHORITY INDEMNIFIED

THE SERVICE PROVIDER SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE SERVICE PROVIDER'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE SERVICE PROVIDER SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE SERVICE PROVIDER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE SERVICE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND SUBCONTRACTORS OR TO THEIR CONDUCT.

NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY WORK AUTHORIZATION ISSUED UNDER THIS AGREEMENT FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE APPLICABLE FISCAL YEAR EXPENDITURES APPROVED BY THE MOBILITY AUTHORITY EXECUTIVE DIRECTOR PURSUANT TO ARTICLE III, SECTION 3 OF THIS AGREEMENT.

ARTICLE IX
CONFLICTS OF INTEREST

The Service Provider represents and warrants to the Mobility Authority, as of the Effective Date of this Agreement and throughout the term hereof, that it, its employees and subcontractors (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Service Provider, except as expressly disclosed in writing to the Mobility Authority, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and (c) are under

no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. In the event that a firm (individually or as a member of a consortium) submits a proposal to work for the Mobility Authority, Service Provider shall comply with the Mobility Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE X **INSURANCE**

Prior to beginning the Services under this Agreement, the Service Provider shall obtain and furnish certificates to the Mobility Authority for the following minimum amounts of insurance:

1. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas covering all of Service Provider's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.
2. **COMMERCIAL GENERAL LIABILITY INSURANCE.** On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.
3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, nonowned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Service Provider's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.
4. **PROFESSIONAL LIABILITY INSURANCE.** Professional Liability Insurance with a limit of \$1,000,000 each claim, to include, Technology Errors & Omissions insurance, including coverage for third-party claims and for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render technology services and technology products.
5. **GENERAL FOR ALL INSURANCE.** The Service Provider shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Mobility Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; and (b) issued by insurers maintaining an AM Best rating of A- or better.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Commercial General Liability and

Business Automobile Liability Insurance shall include the Mobility Authority as additional insureds and shall protect the Mobility Authority and the Service Provider from bodily injury and property damage claims arising out of Service Provider's performance of Services under this Agreement.

Thirty (30) days prior written notice will be provided to the Mobility Authority in the event of cancellation of any insurance policy provided herein. Such notice will be addressed to:

Central Texas Regional Mobility Authority
3300 N. IH 35, Suite 300
Austin, TX 78705
ATTN: Executive Director

ARTICLE XI

COMPLETE AGREEMENT; COORDINATION OF CONTRACT DOCUMENTS

This Agreement, including all Appendices attached hereto, sets forth the complete agreement between the parties with respect to the Services. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Mobility Authority and the Service Provider. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

ARTICLE XII

MAINTENANCE OF, ACCESS TO, AND AUDIT OF RECORDS

1. **RETENTION AND AUDIT OF RECORDS.** Service Provider shall maintain at its offices in Texas a complete set of all books, records, electronic files and other documents prepared or employed by Service Provider in its provision of the Services related to this Agreement. Service Provider shall maintain all records and documents relating to this Agreement, including copies of all original documents delivered to the Mobility Authority until three (3) years after the date of the termination or expiration of this Agreement. Service Provider shall notify the Mobility Authority where such records and documents are kept. If approved by the Mobility Authority, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

Service Provider shall make these records and documents available for audit and inspection to the Mobility Authority without charge, and shall allow the Mobility Authority or its representatives to make copies of such documents. The Mobility Authority may direct its own auditors or representatives to perform such audits or reviews. Service Provider shall cooperate fully with the entity performing the audit or review.

Notwithstanding the foregoing, the Service Provider shall comply with all laws pertaining to the retention of records and the provision of access thereto. The Service Provider shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Mobility Authority, and shall

provide the Mobility Authority with a copy of any audit of those books and records as provided herein or otherwise requested by the Mobility Authority.

2. **PUBLIC INFORMATION ACT.** Service Provider acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Mobility Authority's possession, including materials submitted by Service Provider, are subject to the provisions of the Texas Public Information Act. Service Provider shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Service Provider is advised to contact legal counsel concerning such law and its application to Service Provider.

If any of the materials submitted by the Service Provider to the Mobility Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Service Provider, the Mobility Authority will endeavor to advise Service Provider of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Mobility Authority be responsible or liable to Service Provider or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Mobility Authority.

In the event of litigation concerning the disclosure of any material marked by Service Provider as "Trade Secret" or "Confidential," the Mobility Authority's sole obligation will be as a stakeholder retaining the material until otherwise ordered by the Attorney General or a court, and Service Provider shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Mobility Authority reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable.

ARTICLE XIII **GENERAL PROVISIONS**

1. **RELATIONSHIP BETWEEN THE PARTIES.** The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Service Provider. The Service Provider acknowledges and agrees that neither it nor any of its employees or subcontractors, shall be considered an employee of the Mobility Authority for any purpose. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Mobility Authority whatsoever with respect to the liabilities, obligations or acts of the Service Provider, its employees, subcontractors, or any other person.
2. **DELIVERY OF NOTICES.** In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being mailed by United States mail, registered or

certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of the Service Provider:

Southwest Research Institute
6220 Culebra Road
San Antonio, TX 78238
ATTN: W. Troy Nagy, Director, Contracts

In the case of the Mobility Authority:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
ATTN: Executive Director

and:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
ATTN: General Counsel

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

3. **REPORTING OF SUBPOENAS, NOTICES.** The Service Provider shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, subcontractors, or representatives, or received by it or them, in connection with any matter related to the Services under this Agreement.
4. **MOBILITY AUTHORITY'S ACTS.** Anything to be done under this Agreement by the Mobility Authority may be done by such persons, corporations, firms, or other entities as the Mobility Authority's Executive Director may designate in writing.
5. **LIMITATIONS.** Notwithstanding anything herein to the contrary, all covenants and obligations of the Mobility Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder or hereunder.

The Service Provider is obligated to comply with applicable standards of professional care in the performance of the Services. The Mobility Authority shall have no obligation to verify any information provided to the Service Provider by the Authority or any other person or entity.

6. **CAPTIONS NOT A PART HEREOF.** The captions or subtitles of the several articles, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its articles, subsections, divisions, or other provisions.
7. **CONTROLLING LAW, VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.
8. **TIME OF ESSENCE.** With respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Service Provider acknowledges the importance to the Mobility Authority of the timely provision of the Services and will perform its obligations under this Agreement with all due and reasonable care.
9. **SEVERABILITY.** If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.
10. **AUTHORIZATION.** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to do so, and that this Agreement constitutes a valid and legally binding agreement enforceable against each party in accordance with its terms.
11. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the Mobility Authority, the Service Provider, and their respective heirs, executors, administrators, successors, and permitted assigns. The Service Provider may not assign the Agreement or any portion thereof without the prior written consent of the Mobility Authority.
12. **INTERPRETATION.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.
13. **BENEFITS INURED.** This Agreement is solely for the benefit of the parties hereto and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.
14. **SURVIVAL.** The parties hereby agree that each of the provisions in the Agreement can affect the successful conduct of the business of the Mobility Authority, as well as its reputation and goodwill. The Service Provider understands and acknowledges that the Service Provider's responsibilities

under certain provisions of this Agreement shall continue in full force and effect after the Service Provider's contractual relationship with the Mobility Authority ends for any reason.

15. **FORCE MAJEURE.** If a Force Majeure Event occurs, the Nonperforming Party is excused from performance of its obligations under this Agreement but only for the time and to the extent that such performance is prevented by the Force Majeure Event. During a Force Majeure Event that prevents Service Provider from delivering Services, Service Provider's entitlement to compensation under this Agreement is suspended.

When the Nonperforming Party is able to resume performance of its obligations under this Agreement, it will immediately give the Performing Party (defined below) written notice to that effect and promptly resume performance under this Agreement.

The relief offered by this Force Majeure provision is the exclusive remedy available to the Nonperforming Party with respect to a Force Majeure Event.

The Performing Party may terminate this Agreement if:

- a. The Nonperforming Party's failure to perform under this Agreement due to a Force Majeure Event impairs material benefits of this Agreement to the other party (the "Performing Party"); and
- b. The Nonperforming Party does not resume performance in accordance with this Agreement within thirty (30) days following the giving of notice to the Nonperforming Party of the Performing Party's intent to terminate this Agreement.

In this Agreement, "Force Majeure Event" means any act, event, or condition not foreseeable by a party (the "Nonperforming Party") that: (A) prevents the Nonperforming Party from performing its obligations under this Agreement; (B) is beyond the control of, not caused in whole or in part by, and not otherwise the fault of the Nonperforming Party; and (C) is not able to be overcome or avoided by the Nonperforming Party's exercise of diligence or preventative measures. Notwithstanding the foregoing, Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, freight embargo, strike, blockade, rebellion, war, riot, act of sabotage or civil commotion. The following do not constitute a Force Majeure Event: economic hardship, changes in market conditions, or insufficiency of funds.

[Signature on the Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

MOBILITY AUTHORITY:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705

SERVICE PROVIDER:

Southwest Research Institute
6220 Culebra Road
San Antonio, TX 78238

By: _____

Name: James Bass
Title: Executive Director

By: _____

Name: W. Troy Nagy
Title: Director, Contracts

APPENDIX A

Scope of Services

APPENDIX A

**GENERAL SCOPE OF SERVICES AND REQUIREMENTS FOR
CONTINUED MAINTENANCE AND SUPPORT SERVICES FOR ADVANCED
TRAFFIC MANAGEMENT SYSTEM SOFTWARE**

The Service Provider shall provide all personnel, materials, and documentation necessary for the development, implementation, enhancement, support, and maintenance of the Lonestar ActiveITS® Automated Traffic Management System (ATMS) software. Utilized by regional partners of the Mobility Authority – namely Texas Department of Transportation (TxDOT), this centralized open-source software is a proven and stable platform for deploying and maintain both small and large-scale systems. Positioned at the heart of the Mobility Authority’s Intelligent Transportation System (ITS) deployment, Lonestar shall be capable of interfacing with all of the existing and/or proposed field devices, subsystems, and systems to provide a wide ranges service functionality to meet the specific needs of the Mobility Authority, including but not limited to, Event Management, Performance Measures, Center-to-Center (C2C) Connectivity, Integrated User Interface, and more.

The Mobility Authority has deployed Lonestar at the Traffic Incident Management Center (TIMC) to support with collection, assessment, and management of real-time data and video to enhanced traffic and incident management and deliver real-time, accurate traveler information to the motoring public. This effort is expected to evolve over the term of this Agreement through incremental software development designed to meet specific functionality requirements determined by the Mobility Authority.

As part of the Scope of Services, the Service Provider shall be responsible for the following activities, as identified and described in greater detail in Work Authorization and/or Letter Agreements:

1. DEVELOPMENT AND IMPEMENTATION.

- **Conceptual Development** – The Service Provider shall coordinate with the Mobility Authority to identify user needs, functional requirements, and system performance to be addressed by the Lonestar software. The Service Provider shall develop documentation necessary to detail the proposed enhancements and functionality of the Lonestar software, as well as identify interfaces with field devices, subsystems, and systems; diagnose potential risks and mitigation strategies; and more. This documentation may include, but is not limited to, updates to existing or development of new Concept of Operations (ConOps) reports, technical system and requirements analysis, and testing plans. Documentation shall be submitted to the Mobility Authority for review, comment, and approval.
- **Design** – The Service Provider shall be responsible for the development of all enhancements, functionality, and interfaces (e.g., field devices, APIs) incorporated into the Lonestar software. At a minimum, the Service Provider shall organize a preliminary design review with the Mobility Authority and/or designees to ensure the design sufficiently meets the identified needs and requirements for the proposed enhancement(s). Depending on the size and complexity of the proposed enhancement(s), the Mobility Authority may request additional design reviews. The Service Provider shall be responsible for documenting any

comments made by the Mobility Authority and providing formal responses for approval for each review. All design efforts shall be properly documented and submitted to the Mobility Authority for official record keeping.

- **Implementation** – The Service Provider shall perform all development efforts—including the modification of existing and/or building of new code base—and unit testing of the enhancement(s). This procedure shall be completed utilizing an established coding standard identified in the software design documentation. A copy of the coding standard shall be provided to the Mobility Authority for official record keeping. Over the course of the implementation process, the Mobility Authority and/or designees reserve the right to review the Service Provider’s work products while in progress. All results of unit testing shall be made available to the Mobility Authority upon request.
- **Integration** – The Service Provider shall perform all integration efforts including testing of the enhancement using the software development process identified in the conceptual design phase. The Service Provider may request to modify testing procedures with approval from the Mobility Authority. Additionally, the Mobility Authority may request, at any time, the ability to be present or review the status and results of the integration testing. The Service Provider shall perform adequate regression testing as part of integration, as necessary. At the conclusion of integration testing, the Service Provider shall provide all testing results to the Mobility Authority demonstrating the integration success and/or failure of each field device, subsystem, or system proposed in the enhancement.
- **Acceptance Testing** – The Mobility Authority will perform all acceptance testing from the TIMC facility, unless otherwise agreed between all parties, to determine the enhancement includes the desired functionality and performs as expected. The Mobility Authority will provide the Service Provider with acceptance testing documentation identifying all defects or user comments for review. All comments agreed upon by both parties will be addressed at no cost to the Mobility Authority. The Service Provider shall provide verification that all defects and comments have been addressed through successful testing. The Mobility Authority, at its sole discretion may request attendance or other form of demonstration for all retesting.
- **Deployment** – The Service Provider shall provide a written plan for each deployment, identifying deployment procedures, date and time(s), approximate duration, anticipated outages to operations, and necessary personnel, materials, or hardware for successful deployment. The Service Provider shall provide the deployment plan to the Mobility Authority prior to the anticipated deployment.
- **Training** – The Service Provider shall provide sufficient training to the Mobility Authority personnel as required for successful implementation and operation of all enhancements to the Lonestar software. The length of sessions proposed per training shall be adequate to cover the required material in sufficient depth for the trainees to perform expected responsibilities on the system. The Service Provider shall provide a written training plan, identifying subject matter, date and time(s), approximate duration, maximum number of trainees, necessary materials, and all other pertinent information to the Mobility Authority prior to the anticipated training session date.
- **Research** – The Service Provider shall maintain the ability to design, develop, implement, and test various enhancements, including systems, subsystems, and functional upgrades

within an isolated, non-production environment. This non-production environment shall be reserved for the testing of proposed software enhancements and shall not degrade the operations, functionality, performance of the production environment in any manner. The non-production environment shall be a replicate of the existing Mobility Authority operational system and have the same functionality and capabilities. This subsystem shall be able to run simultaneously with the production environment, without any hindrance to the expected operations and functionality of the Lonestar software.

2. **SUPPORT AND MAINTENANCE.**

The Service Provider shall support and maintain the Lonestar software platform for the term of the Agreement. Updates, which include all changes, enhancements, and problem fixes, shall be provided to the Mobility Authority at a mutually agreeable time. All enhancements, releases, and new builds of the Lonestar software shall first be coordinated with the Mobility Authority and approved for release and implementation. The Service Provider shall provide the Mobility Authority with appropriate deliverables for work performed under this Agreement and paid for by the Mobility Authority, as defined by the Task Work Order (TWO). All updated software and enhancements shall be first tested in a non-production (e.g., operationally live or active) environment before it is released. The Service Provider may be requested to produce maintenance releases to resolve issues identified during software support. The release may be performed concurrently with any enhancement development that may also be ongoing. The Mobility Authority may, at its sole discretion, suspend or cancel a maintenance release or combine it with an enhancement release.

Lonestar ActiveITS® software general support includes at a minimum:

- Providing Lonestar software project home office and on-site support staff, as necessary.
- Providing a web-based issue tracking system for Lonestar users to report defects, deployment, configuration, or enhancement issues in real-time for tracking purposes. This system may also be used as a Lonestar knowledge base for users to research issues. This system shall be available twenty-four (24) a day, seven (7) days a week.
- Providing a support phone line for receiving phones twenty-four (24) a day, seven (7) days a week.
- Requesting the Mobility Authority Project Manager or designee to help resolve any specific issue. The Mobility Authority Project Manager will work with the Service Provider to resolve the issue. The enhancement request may also be sent to either the Mobility Authority Project Manager or entered into the web-based issue tracking system.

The Service Provider shall provide support services based on the definitions identified below. There are six (6) levels of software issue severity defined below:

- **Critical Failure** – a failure of multiple Lonestar software subsystems or a single critical Lonestar subsystem that prevents operation of the Lonestar ActiveITS® software platform. Critical subsystems to Lonestar may include the Databus, or graphical user interface (GUI).
- **Failure** – a single Lonestar application, subsystem, or driver failure that prevents operation of a part of the Lonestar software.

- **External Failure** – Lonestar interfaces with external systems are failing.
- **Defect** – a software issue that can be compensated for through manual operation or that does not impact operation of the Traffic Incident Management Center.
- **Deployment/Configuration Issue** – an issue related to either an installation or configuration that is prohibiting proper operation of the software.
- **Enhancement** – an improvement to the software that can be included in a future software release.

The Service Provider shall provide staffing support on the definitions identified below:

- **On-Site Staff** – the Service Provider shall provide adequate on-site staff such that personnel can initiate travel to the TIMC facility. The Service Provider shall ensure staff are available within the state of Texas. The Service Provider is responsible for providing alternate staffing solutions if the originally proposed personnel are unavailable.
- **Home Office Staff** – the Service Provider shall provide adequate home office staff to support the existing Lonestar deployment and any future enhancements or deployments. The Service Provider shall have development staff available to the Mobility Authority to provide software integration, testing, configuration, installation, troubleshooting, and other support activities as needed. Critical Failures, Failures, and External Failures shall only be reported via a phone call regardless of the time of day or day of the week. Defect and Deployment/Configuration issues will be reported using either the issue tracking system or via a phone call. All Enhancement requests shall be entered using the issue tracking system.

Initial Response is defined as the maximum amount of time that can elapse after an issue has been reported and the Service Provider acknowledges the issue. The initial response will be provided within the prescribed identified within the Task Work Order (TWO) regardless of how the issue was reported. The initial response will be provided to the reporting person to acknowledge the issue and, if necessary, obtain more information.

Escalation Response is the maximum amount of time that can elapse after an issue has been acknowledged, but no resolution has been identified before escalating the issue. When a reported issue has not been processed within the prescribed time, the issue will be escalated. The staff member will determine the resources needed and bring those resources to bear on the issue. If the staff member is not able to make progress on the issue or cannot secure the necessary resources, the Project Manager will be contacted and expected to personally oversee the effort to resolve the issue until it has been satisfactorily resolved.

On-Site Response is the maximum amount of time that can elapse before travel is initiated, once the travel has been approved by the Mobility Authority's Project Manager, and after it has been determined that Service Provider staff are required on site to address the issue. During the analysis of an issue, if it is determined that on-site support is required by the Service Provider Project Manager, the Service Provider will inform the Mobility Authority Project Manager of the situation. A phone call is acceptable to initially inform the Mobility Authority Project Manager, but a follow

up email is mandatory to document the situation. The Mobility Authority Project Manager will then consider the request and determine whether travel is required.

Issues reported via telephone line shall be entered as new issues into the issue tracking system by the Service Provider staff so that the issue and its resolution can be tracked. The Service Provider staff shall provide the caller insight into how long it may take to resolve the issue. The Service Provider is obligated to respond to Lonestar software issues in a timely manner. On-call support staff must have working functional knowledge of the Lonestar software, be knowledgeable in installation and configuration of Lonestar, and have working knowledge of the Lonestar Intelligent Transportation Systems (ITS) supported devices.

The issue tracking system shall be password protected; however, user logins may be requested by contacting the Mobility Authority Project Manager. Users should use their best judgment in classifying software issues based on their opinion of the severity of the issue. Users will only be able to enter defect, enhancement, and deployment/configuration issues in the issue tracking system. The clarification definitions are provided in this document to guide the user to determine the severity.

The issue tracking system shall be capable of sending alerts to staff specified by the Mobility Authority when a new issue is entered or modified. No issues shall ever be deleted. The alerts shall come in the form of email and/or text messages to the specified list of staff as defined by the Mobility Authority.

3. **CLOUD-HOSTED ENVIRONMENT SUPPORT.**

The Service Provider shall be responsible for all efforts, incidental materials, and continued subscription fees for the maintenance, support, and troubleshooting of the Amazon Web Service (AWS) cloud-hosted environment. The Service Provider shall coordinate any necessary changes resulting in additional costs, including expansion, with the Mobility Authority.

APPENDIX B

ActiveITS Software Sublicense Agreement, effective June 15, 2020,
between the Mobility Authority and Service Provider

ACTIVEITS SOFTWARE SUBLICENSE AGREEMENT

This is a Software Sublicense Agreement, effective on the 15th day of June 2020, between SOUTHWEST RESEARCH INSTITUTE® (SwRI®) a nonprofit corporation organized under the laws of the State of Texas, with offices at 6220 Culebra Road, San Antonio, Texas 78238-5166 (hereinafter referred to as “SwRI”) and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY with offices at 3300 North IH-35, Suite 300, Austin, TX 78705 (hereinafter referred to as “Mobility Authority”). SwRI agrees to grant to the Mobility Authority, and the Mobility Authority agrees to accept from SwRI, a nonexclusive, nontransferable, royalty free software sublicense in accordance with this Agreement during the term specified in Article 6.

WHEREAS:

SwRI has obtained and currently has licenses from Florida and Texas to computer programs whose purposes are operation of traffic management centers, and SwRI has the right to sublicense the same under licenses obtained from Florida and Texas who own such computer programs; and

SwRI, as an authorized distributor of such computer programs, desires to market and sublicense those computer programs; and

SwRI and the Mobility Authority wish to enter into an agreement authorizing the Mobility Authority and/or any of its designated contractors to use copies of those computer programs for the benefit of the Mobility Authority; and

The Mobility Authority wishes to save development time and reduce costs by leveraging Florida and Texas Software.

NOW, IT IS HEREBY AGREED:

1.0 DEFINITIONS

1.1 Florida and Texas who are listed in the table of Exhibit A, mean the original issuers of licenses for individual or collective software programs to SwRI.

1.2 “Software” means the actual transportation management center computer programs, source code, and software modules under license to SwRI at the time of this Agreement.

1.3 “Documentation” means the user manuals and other materials, including issues lists in printed or electronic form, which facilitate the use of the Software by the Mobility Authority.

1.4 “Licensed Software” means any combination of the Software and Documentation covered by any of the license agreements listed in Exhibit A and furnished by SwRI to the Mobility Authority.

1.5 “Modifications” mean any modifications, improvements, enhancements, or changes to the Licensed Software and any and all computer programs in any code form and associated documentation, derived from or based upon the Licensed Software, developed, or otherwise acquired by the Mobility Authority, SwRI, or their employees, contractors, or agents.

1.6 “Geographic Limits” means the established geopolitical boundaries associated with the Mobility Authority.

2.0 SUBLICENSE

2.1 Sublicense Grant. In consideration of the premises put forth, and subject to all other conditions herein, SwRI hereby grants to the Mobility Authority a nontransferable and nonexclusive license to use and modify the Licensed Software and its changes, modifications, or enhancements for its internal purposes, with no right to sublicense, sell, lease, assign, or transfer the Licensed Software.

2.2 Notwithstanding 2.1 herein and with SwRI’s written approval, the Mobility Authority may sub-sublicense, royalty free, the executable code of the Sub-Sublicense to other governmental entities within the Geographic Limits.

2.3 Sublicense. This Sublicense, granted by SwRI in 2.1 herein, shall be only for use in the Geographic Limits.

2.4 Title in Licensed Software and Modifications. Title and all proprietary rights in the Licensed Software, including changes, modifications, or enhancements made by or for the Mobility Authority, shall at all times remain the property of Florida and Texas.

2.5 No Support by Florida and Texas. the Mobility Authority recognizes and agrees that Florida and Texas will not provide any support or maintenance and that any warranties provided are provided solely by SwRI and not on behalf of Florida and Texas.

2.6 The Mobility Authority-Owned Modules. the Mobility Authority will own all computer software programs that are created and/or developed for the Mobility Authority, but not changes, modifications, or enhancements of the Licensed Software, even though they are incorporated into a system that includes the Licensed Software.

3.0 CERTAIN SwRI OBLIGATIONS

3.1 Compliance. SwRI agrees to comply fully with all of its obligations under this Agreement.

3.2 Maintenance and Support. SwRI will solely and on behalf of itself, where appropriate, enter into agreements with the Mobility Authority for maintenance and support of the Licensed Software.

4.0 CERTAIN MOBILITY AUTHORITY OBLIGATIONS

4.1 The Mobility Authority agrees to reproduce, and have reproduced on all permitted copies of Licensed Software existing copyright and other proprietary notices.

4.2 The Mobility Authority agrees to require its employees, contractors, and agents to comply with the terms and conditions of this Agreement prior to permitting any access to use the Licensed Software by the individual and shall take all steps necessary to remedy any violation, including, but not limited to, immediately terminating the individual's access to and use of the Licensed Software.

4.3 The Mobility Authority agrees it will not authorize, permit, or allow the use or disclosure of the Licensed Software by its employees, contractors, or agents except as expressly authorized under this agreement.

4.4 The Mobility Authority agrees that it retains no rights in the Licensed Software or its changes, modifications, or enhancements and other Licensed Software-related materials except for the limited rights specifically granted under this Agreement.

4.5 The Mobility Authority agrees to inform SwRI of any changes, modifications, or enhancements to be made to the Licensed Software by the Mobility Authority and/or any of its designated contractors.

4.6 The Mobility Authority agrees to provide SwRI source code for all changes, modifications, or enhancements and documentation updates made to the Licensed Software by the Mobility Authority and/or any of its designated contractors.

4.7 The Mobility Authority agrees it will make no changes to the Licensed Software without corresponding changes also being made to applicable Documentation.

4.8 The Mobility Authority agrees to utilize the issues database established by SwRI to track the identification and resolution of issues associated with the Licensed Software products utilized under this Agreement.

4.9 The Mobility Authority agrees to provide a report to SwRI due not later than January 7, April 7, July 7, and October 7 of each year this license is in effect, detailing the use of the Licensed Software. The report will include a description of modifications made to the Licensed Software, specific name of the Mobility Authority, the Mobility Authority site location, and specific programs licensed.

4.10 The Mobility Authority agrees the Licensed Software contains highly confidential information. The Mobility Authority agrees to take all reasonable precautions to protect the Licensed Software and preserve its confidential, proprietary and trade secret status in perpetuity. The Mobility Authority agrees it is responsible for the supervision, management, and control of its use of the Licensed Software.

4.11 The Mobility Authority agrees to notify SwRI promptly and provide reasonable assistance to SwRI, Florida and Texas without charge in prosecution of any trade secret, copyright, trademark, or service mark infringements that come to the attention of the Mobility Authority.

4.12 The Mobility Authority agrees that if at any time it becomes aware of unauthorized use, copying, or disclosure of the Licensed Software, it shall immediately notify SwRI and fully cooperate with Florida and Texas to protect the proprietary rights of Florida and Texas. The Mobility Authority shall agree that a breach or threatened breach of its obligation to protect the Licensed Software may cause immediate and irreparable harm, entitling Florida and Texas to seek immediate termination of the Sublicense. The Mobility Authority's compliance with this paragraph shall not be construed in any way as a waiver of the rights of Florida and Texas to recover damages or obtain other relief against the Mobility Authority for harm to the proprietary rights of Florida and Texas or for breach of contractual rights.

4.13 The Mobility Authority agrees that any warranties provided are provided solely by SwRI and not on behalf of Florida and Texas. The Mobility Authority agrees to accept the Limitation of Liability and Disclaimer of Warranty provisions included in this Agreement for the benefit of SwRI and Florida and Texas.

4.14 The Mobility Authority agrees that Florida and Texas may make Modifications to the Licensed Software without notice to the Mobility Authority. Florida and Texas shall not be required to provide any Modifications of the Licensed Software. If any copy of a Modification of the Licensed Software is received by the Mobility Authority, the Mobility Authority agrees that all the terms and conditions of their agreement with SwRI apply to the Modification.

5.0 LIMITATION OF LIABILITY and DISCLAIMER OF WARRANTY

5.1 EXCEPT AS OTHERWISE PROVIDED IN THE VENDOR CONTRACT, SWRI DISCLAIMS ALL WARRANTIES WITH REGARD TO THE LICENSED SOFTWARE SOLD OR LICENSED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OBLIGATIONS OR LIABILITIES FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE. SERVICES MAY BE WARRANTED IN A SERVICE AGREEMENT.

5.2 EXCEPT AS OTHERWISE PROVIDED HEREIN, FLORIDA AND TEXAS DISCLAIM ALL WARRANTIES WITH REGARD TO THE LICENSED SOFTWARE SOLD OR LICENSED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF FLORIDA AND TEXAS FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE LICENSED SOFTWARE.

6.0 TERM AND TERMINATION

6.1 This Agreement shall enter into force on the 15th day of June, 2020 and shall continue as long as SwRI's licenses from Florida and Texas are in force plus one year from the date Florida or Texas terminate the license to SwRI.

6.2 If the license from Florida or Texas to SwRI is terminated, or under termination, SwRI shall notify The Mobility Authority within ten business days.

6.3 In the event that the license from Florida or Texas to SwRI is terminated as specified in 6.2, then the Mobility Authority, if not in breach of any terms and conditions with this Agreement, may elect, with Florida or Texas approval, to continue with this Agreement directly with Florida and Texas under the same terms and conditions as were agreed between SwRI and Florida and Texas, as long as those terms are not more burdensome than the terms of the latest agreement between Florida and Texas and SwRI.

6.4 If either party fails to perform any other term, covenant, or condition of this Agreement, and has not performed such term, covenant, or condition within sixty (60) days after a notice of default has been received, the non-defaulting party shall have the right to forthwith terminate this Agreement by means of a written notice to the other party.

6.5 The Mobility Authority agrees to immediately return or certify destruction of the Licensed Software Documentation, including any copies, information, or notes relating thereto except to the extent retention is necessary to keep the Traffic Management Centers ("TMCs") installed with Intelligent Transportation Systems ("ITS") Software operational for up to one (1) year or until the Mobility Authority receives a license from Florida and Texas directly upon any sublicense termination under Article 6 of this Agreement.

7.0 REMEDIES

7.1 The rights of the Mobility Authority and SwRI, pursuant to Article 6 hereof, are without prejudice to any other rights or remedies that the Mobility Authority and SwRI may have. The Mobility Authority's and SwRI's pursuit and enforcement of any one or more remedies shall not be deemed an election or waiver by the Mobility Authority or SwRI of any other remedy.

8.0 NOTICES

Service of all notices under this Agreement by either party to the other shall be sufficient only if posted by certified or registered post, return receipt requested, or personally delivered and receipted. Either party may change its address for service of all notices by written notice to the other.

AS TO SwRI:

Contracts: Director of Contracts
 Southwest Research Institute

Post Office Drawer 28510
San Antonio, Texas 78228-0510
U.S.A.

Technical: ISD Department Director
Southwest Research Institute
Post Office Drawer 28510
San Antonio, Texas 78228-0510
U.S.A.

AS TO MOBILITY AUTHORITY:

Contracts: Geoff Petrov
General Counsel
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, Texas 78705
U.S.A.

Technical: Greg Mack
Assistant Director of IT & Toll Systems
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, Texas 78705
U.S.A.

9.0 UNFORESEEN EVENTS

Neither party shall be responsible for any delay or failure to perform due to causes beyond reasonable control of the party, including, but not limited to, strikes, lockouts, or other labor disputes, riots, civil disturbances, actions, or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather (including hurricanes), fire, Acts of God or the public enemy, nuclear disasters, or default of a common carrier.

10.0 SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be held unenforceable in any respect under the United States patent and copyright laws that are in effect, such unenforceability shall not affect any other provision, and this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

11.0 ENTIRE SUBLICENSE AGREEMENT

This Agreement and its Exhibit A constitutes the entire agreement governing the sublicense of Licensed Software from SwRI to the Mobility Authority. SwRI acknowledges that

it has not been induced to enter into this Agreement by representations or statements, oral or written, not expressly contained herein. This Agreement may be modified only in writing signed by duly authorized representatives of each party.

12.0 GENERAL CONDITIONS

12.1 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

12.2 The headings and subheadings in this Agreement are for convenience only and do not form a part of this Agreement.

12.3 The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.

12.4 This Agreement may be executed electronically and in counterparts, each of which shall be deemed to be an original, and when taken together, shall constitute one binding agreement. A facsimile or exact image of an original signature transmitted to the other party is as effective as if the original were sent to the other party.

EXECUTED BY BOTH PARTIES AS PROVIDED BELOW:

SOUTHWEST RESEARCH INSTITUTE

MOBILITY AUTHORITY

By: W. Troy Nagy

By: Mike Heiligenstein

Name: W. Troy Nagy

Name: Mike Heiligenstein

Title: Director, Contracts

Title: Executive Director

Date: June 11, 2020

Date: Jul 14, 2020

EXHIBIT A

Software Name	Licensor	Date of License
TxSoftware	TxDOT	May 30, 2006
SunGuide	FDOT	Sep 1, 2006



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021 AGENDA ITEM #8

Discuss and consider approving Amendment No. 3 to the Interlocal Agreement with the City of Austin for the return of unexpended betterment funds related to the 183 South Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Mike Sexton, P.E., Acting Director of Engineering
Associated Costs:	\$1,387,330.69
Funding Source:	Project Funds
Action Requested:	Approve Execution of ILA Amendment #3 between the Mobility Authority and City of Austin

Project Description/Background: The 183 South Project is approximately 8-miles along the existing US 183 corridor between US 290 and SH 71. Within the Project limits, the existing US 183 facility's classification was a four-lane major arterial (six lanes in some locations) with several at-grade signalized intersections and numerous side street junctions.

The Mobility Authority expanded this facility to include a toll freeway with six lanes (three lanes in each direction) and constructed non-toll, general-purpose roads consisting of four to six lanes (two to three lanes in each direction). Tolling limits of the freeway of the Project extend from south of Manor/Springdale Road to south of Thompson Lane. The Project has also constructed toll flyovers connecting eastbound SH 71 to northbound US 183 and southbound US 183 to westbound SH 71. Through traffic can use the Project's toll lanes or flyovers, with grade-separated structures, to bypass all cross-street intersections. The non-toll, general-purpose roads allow local traffic to access adjacent properties and includes traffic signals at major cross streets. The Project also improved access for cyclists with new 5-foot bike lanes adjacent to the general-purpose roads while building both a 10-foot wide shared use path and a 6-foot wide sidewalk for recreational users.

Previous Actions & Brief History of the Program/Project:

On July 29, 2015, the Mobility Authority and Colorado River Constructors (“CRC”) entered into a Design/Build Contract to design and construct the 183 South Project. CRC’s scope under this Design/Build Contract requires CRC to adjust the utilities in conflict with the 183 South Project. Included in these utilities are the City of Austin’s water and wastewater facilities.

Subsequently, the Mobility Authority and the City of Austin executed an Interlocal Agreement for the Adjustments of City of Austin Water and Wastewater System Utilities in Connection with the Bergstrom Expressway (183 South) Project (the “ILA”) and two ILA Amendments that defined the responsibilities, scope and funding of the betterments to be constructed by CRC:

- **ILA Execution – May 24, 2016**
 - The ILA delineated the responsibilities of the parties relative to the adjustment of the City’s water and wastewater facilities in conflict with the Project, including several betterments.
 - The City funded the betterments, depositing \$6,717,548.97 into an escrow account payable to the Mobility Authority as the betterments were performed.
- **ILA Amendment #1 Execution – September 6, 2017**
 - Mobility Authority Board of Directors approved the execution of Amendment #1 to the ILA (Resolution No. 17-049)
 - The City paid an additional \$1,009,999.64 to the Mobility Authority to install a 72” wastewater line.
- **ILA Amendment #2 Execution – September 11, 2019**
 - Mobility Authority Board of Directors approved the execution of Amendment #2 to the ILA (Resolution No. 19-044)
 - The City paid an additional \$206,167.22 to the Mobility Authority to install several additional City water and wastewater betterments.

Subsequently, the Mobility Authority and the City of Austin agreed to delete \$1,387,330.69 of work. Amendment #3 to the ILA proposes to reimburse the City the \$1,387,330.69.

Financing: This will be funded by 183 South Project funds that were initially received from the City.

Action requested/Staff Recommendation: Staff recommends approval of execution of Amendment #3, and the associated reimbursement of \$1,387,330.69 to the City.

Backup provided:

Draft resolution
Draft ILA Amendment #3
ILA
ILA Amendment #1
ILA Amendment #2

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

RESOLUTION NO. 21-0XX

**APPROVING AMENDMENT NO. 3 TO THE INTERLOCAL AGREEMENT
WITH THE CITY OF AUSTIN FOR UTILITY BETTERMENTS ON THE
BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT**

WHEREAS, by Resolution No. 15-049, dated July 29, 2015, the Board authorized the Executive Director to execute a design-build contract with Colorado River Constructors for design and construction of the Bergstrom (183 South) Expressway Project (“Project”); and

WHEREAS, under the terms of the design-build contract, Colorado River Constructors is bound to adjust and relocate utilities that are within the jurisdiction of the City of Austin (“City”), including certain betterments requested by the City; and

WHEREAS, by Resolution No. 16-018, dated March 30, 2016, the Board authorized the Executive Director to execute an interlocal agreement with the City, identifying roles and responsibilities of the parties involved, including payment obligations for utility betterments requested by the City in which the City deposited \$6,717,548.97 into an escrow account payable to the Mobility Authority as the betterments were performed (the “Interlocal Agreement”); and

WHEREAS, by Resolution No. 17-049, dated September 6, 2017, the Board approved Amendment No. 1 to the Interlocal Agreement to incorporate an additional \$1,009,999.64 in funding from the City for requested wastewater betterments at Little Walnut Creek; and

WHEREAS, by Resolution No. 19-044, dated September 11, 2019, the Board approved Amendment No. 2 to the Interlocal Agreement to incorporate an additional \$206,167.22 in funding from the City for additional utility betterments not included in the Interlocal Agreement or Amendment No. 1; and

WHEREAS, the Mobility Authority and the City have agreed not to proceed with \$1,387,330.69 worth of previously funded betterments on the Bergstrom (183 South) Expressway Project that were previously requested by the City; and

WHEREAS, the Executive Director and the City have negotiated Amendment No. 3 to the Interlocal Agreement to reimburse the City unexpended funds in the amount of \$1,387,330.69; and

WHEREAS, the Executive Director recommends approval of proposed Amendment No. 3 to the Interlocal Agreement with the City in in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves Amendment No. 3 to the Interlocal Agreement to reimburse unexpended funds in the amount of \$1,387,330.69 that were previously allocated for utility betterments on the to the Bergstrom (183 South) Expressway Project requested by the City of Austin; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute Amendment No. 3 to the Interlocal Agreement in the form or substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 15th day of December 2021.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

THIRD AMENDMENT TO INTERLOCAL AGREEMENT FOR THE ADJUSTMENTS OF CITY OF AUSTIN WATER AND WASTEWATER SYSTEM UTILITY IN CONNECTION WITH THE BERGSTROM EXPRESSWAY (183) PROJECT

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT (the “Third Amendment”) is made and entered into by and between the City of Austin, a Texas home-rule city (the “City”) and the Central Texas Regional Mobility Authority (the “Mobility Authority” and together with the City the “Parties”)

I.
RECITALS:

1. WHEREAS, on December 17, 2015, the City Council for the City of Austin (the “Council”) authorized the negotiation and execution of an interlocal agreement with the Mobility Authority for the relocation and improvement of water and wastewater utilities related to the Mobility Authority’s Bergstrom Expressway (183 South) project (the “Relocation and Improvements”) for the amount of \$6,717,549 plus a contingency amount of \$1,010,608, for a total agreement amount not to exceed \$7,728,157.

2. WHEREAS, on July 1, 2016, the Parties executed an interlocal agreement (the “Interlocal Agreement”) that set forth agreed terms for the design and construction of the Relocation and Improvements.

3. WHEREAS, on September 7, 2017, the Parties executed a first amendment to the Interlocal Agreement (the “First Amendment”) related to additional betterments requested by the City to include an additional lump sum payment to the Mobility Authority of \$1,009,999.64, an amount authorized by the Council’s November 19, 2015, action authorizing the negotiation and execution the Interlocal Agreement.

4. WHEREAS, on December 18, 2019, the Parties executed a second amendment to the Interlocal Agreement (“Second Amendment”) related to additional betterments requested by the City to include an additional lump sum payment to the Mobility Authority of \$206,168.

5. WHEREAS, the City is requesting an adjustment to the Interlocal Agreement for work not performed by the Mobility Authority.

6. WHEREAS, the City and Mobility Authority now desire to enter into this Third Amendment related to an adjustment of betterments originally requested by the City to include a reimbursement to the City from the Mobility Authority of \$1,387,330.69

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants set forth below, the Parties hereby amend the Interlocal Agreement as follows:

II.
AMENDMENTS

1. From and after the Effective Date of this Third Amendment, all references in the 183 South project to the “Interlocal Agreement” shall mean and refer to the Interlocal Agreement for the Adjustments of City of Austin Water and Wastewater System Utilities in Connection with the

Bergstrom Expressway (183 South) Project as amended by the First Amendment, Second Amendment and this Third Amendment.

2. Exhibit "A1" to the Second Amendment to the Interlocal Agreement entitled Amended Funding and Contributions is hereby amended by the new Exhibit "A2" entitled "Amended Funding and Contributions" in the form attached to this Third Amendment. This form has been amended to include a list of Betterment Reimbursements. From and after the Effective Date of this Third Amendment, all references in the Interlocal Agreement to Exhibit A1 shall mean and refer to Exhibit A1 as amended by Exhibit A2.

3. Payment for the Betterment Reimbursements listed in Exhibit "A2" shall be remitted to:

Austin Water
AR, Financial Planning
625 E. 10th Street, Suite 500
Austin, TX, 78701

III. GENERAL CONDITIONS

1. The terms and conditions of the Interlocal Agreement are incorporated by reference for all purposes. Except as specifically amended and modified by the First Amendment, the Second Amendment, and this Third Amendment, the parties hereby agree that the terms and conditions of the Interlocal Agreement remain in full force and effect as written.

2. This Third Amendment may be executed in duplicate originals, each of equal dignity.

3. This Third Amendment becomes effective from and after the date when it is signed by the last party whose signing makes this Third Amendment fully executed (the "Effective Date").

[The remainder of this page is intentionally blank. The signature page follows]

IN WITNESS WHEREOF, the authorized representatives of the City and the Mobility Authority, have executed this Third Amendment, as of the date(s) indicated below.

Approved as to form:

CITY OF AUSTIN:

By: Sean Creegan

By: Gina Fiandaca

Name: Sean Creegan

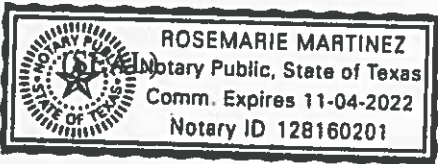
Name: Gina Fiandaca

Title: Assistant City Attorney

Title: Assistant City Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 1 day of December, 2021, by Gina Fiandaca, Assistant City Manager of the City of Austin, Texas, a municipal corporation, on behalf of said municipal corporation.



[Signature]
Notary Public, State of Texas

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____

Name: James Bass

Title: Executive Director

THE STATE OF _____ §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by James Bass, Executive Director on behalf of Central Texas Regional Mobility Authority.

(SEAL)

Notary Public, State of Texas

Interlocal Agreement with the City of Austin

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

RESOLUTION NO. 16-018

**INTERLOCAL AGREEMENT FOR THE ADJUSTMENTS OF CITY OF AUSTIN
WATER AND WASTEWATER SYSTEM UTILITIES IN CONNECTION WITH THE
BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT**

WHEREAS, Transportation Code, Chapter 370.161, authorizes Mobility Authority to acquire, construct, operate, maintain, or expand a transportation project in Travis County; and

WHEREAS, Subchapter E of Transportation Code Chapter 370 allows Mobility Authority to use the design-build method for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration or repair of a transportation project; and

WHEREAS, Transportation Code, Chapter 370.170 grants to Mobility Authority the power to install, construct, relocate and remove public utilities in, on or under a transportation project and to pay the cost of the relocation, removal, or grade separation of a public utility (other than betterments); and

WHEREAS, by Resolution No. 15-049, the Board authorized the Executive Director to execute a Design Build Contract for the 183 South Project with Colorado River Constructors ("CRC"); and

WHEREAS, pursuant to the Design Build Contract, CRC is obligated to adjust and relocate utilities belonging to the City of Austin Water and Wastewater System ("the City") and to make betterments to the City's system as requested by the City; and

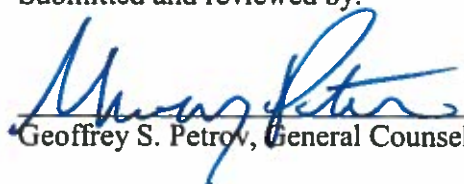
WHEREAS, the Executive Director and the City developed an Interlocal Agreement in order to clearly define roles and responsibilities for each of the parties, to define the payment obligations for the City for their requested betterments, and to identify the City's reimbursable efforts being provided to the Develop; and

WHEREAS, the Austin City Council approved the Interlocal Agreement attached hereto as Exhibit 1 on December 17, 2015.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute an interlocal agreement with the City in the form or substantially in the form of the proposed Interlocal Agreement attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of March 2016.

Submitted and reviewed by:


Geoffrey S. Petrov, General Counsel

Approved:


Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

**INTERLOCAL AGREEMENT FOR THE ADJUSTMENTS OF CITY OF AUSTIN
WATER AND WASTEWATER SYSTEM UTILITIES IN CONNECTION WITH THE
BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT**

THIS AGREEMENT is made by and between the Central Texas Regional Mobility Authority ("Mobility Authority") and the City of Austin, Texas, a Texas home rule municipal corporation ("City"), hereinafter referred to as the "Parties", and each as a "Party".

WITNESSETH

WHEREAS, Transportation Code, Chapter 370.161, authorizes Mobility Authority to acquire, construct, operate, maintain, or expand a transportation project in Travis County;

WHEREAS, Subchapter E of Transportation Code Chapter 370 allows Mobility Authority to use the design-build method for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration or repair of a transportation project;

WHEREAS, Transportation Code, Chapter 370.170 grants to Mobility Authority the power to install, construct, relocate and remove public utilities in, on or under a transportation project and to pay the cost of the relocation, removal, or grade separation of a public utility (other than betterments);

WHEREAS, the Interlocal Cooperation Act (chapter 791 of the Government Code) authorizes an interlocal contract between local governments and a political subdivision of the State, and authorizes the parties, in performing a service under the contract, to apply the law applicable to a party, as agreed by the parties;

WHEREAS, Mobility Authority's Board has authorized Mobility Authority to undertake and complete a transportation project generally described as: the Bergstrom Expressway (183 South) Project ("Project");

WHEREAS, City possesses utility facilities and appurtenances that are or may be in locational conflict with the Project and/or with the ultimate configuration of the Project (the "City Utilities")

WHEREAS, the Mobility Authority intends to execute with a private entity (the "D/B Contractor") a certain Design/Build Contract ("D/BC") which will obligate the D/B Contractor to design and construct the Project, pursuant to Subchapter E of Chapter 370 of the Texas Transportation Code;

WHEREAS, the D/B Contractor's obligation to design and construct the Project includes the obligation to adjust and relocate the City Utilities as necessary to accommodate the Project (the "City Adjustments").

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, Mobility Authority and City do agree as follows:

AGREEMENT

1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the Effective Date of this Agreement shall be the date on which it becomes effective. This Agreement shall be in full force and effect until the Parties have completely performed their obligations as stated herein, unless earlier terminated, as provided.

2. Procurement

This is an interlocal agreement providing for the design and construction of the adjustment of City Utilities as necessary to accommodate the Project. Pursuant to § 791.012 of the Texas Government Code, Mobility Authority and the City agree to apply the law applicable to Mobility Authority in procuring the contractor to perform that work, including but not limited to, Texas Transportation Code, Chapter 370, Subchapter E.

3. Funding and Work Responsibilities

A. City's Payment

- 1) The City shall pay to the Mobility Authority within 45 days of receiving the Mobility Authority's invoice a single payment in the full amount of the "City's Total Payment Obligation." The City's Total Payment Obligation shall be an amount equal to the "City's Costs for Betterments," less the "City's Property and Services Contribution." The terms "City's Costs for Betterments," and "City's Property and Services Contribution," are defined as follows:
 - a. "City's Costs for Betterments" The City intends to improve certain segments of utility infrastructure affected by the Project. The improvements, which will consist of upgrades and new infrastructure, are hereafter referred to as the "Betterments," and are described in Exhibit B attached hereto. The term "City's Costs for Betterments," means the City's maximum contribution obligation for Betterments. The City's Cost for Betterments shall not exceed the amount stated in Exhibit A and shall not be increased unless the Parties agree to a modified scope of work.
 - b. "City's Property and Services Contribution" The City is providing the Mobility Authority certain property interests and services in support of the Project, which are collectively termed, for the purposes of this agreement, the "City's Property and Services

Contribution.” The City’s Property and Services Contributions includes easements needed for completion of the Project, 30% design documents for the City Adjustments and Betterments, and “Special Administrative Costs,” that will be incurred in the City’s dedication of staff specifically to carry out its design review and support, permitting obligations, inspection, and Project Management in the interest of efficient Project completion. The Special Administrative Costs, as specified in Exhibit A are a lump sum and shall not be increased, except as stated in the following section 3.A.2.

2) Modification of Special Administrative Costs. If substantial completion or final completion of the Project is delayed by more than two months, the Parties shall meet in good faith to determine the amount of additional cost incurred by the City, if any, by such delay and to determine the means for the Mobility Authority’s prompt reimbursement for such additional costs. If the Parties are unable to agree on the amount of additional costs, the dispute shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Travis County, Texas, unless another location is mutually agreed upon. Any settlement agreements reached through mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

3) [RESERVED]

4) Whenever funds are paid or remitted by the City to Mobility Authority under this Agreement, the City will remit a warrant made payable to the "Central Texas Regional Mobility Authority." The warrant will be deposited by Mobility Authority in an escrow account to be managed by Mobility Authority. Until the final Project accounting, funds in the escrow account may only be applied by Mobility Authority to the City Adjustment Costs.

5) [RESERVED]

6) Payment or reimbursement by either Party City under this contract beyond the end of the current fiscal year is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. To the extent that the City shall owe to the Mobility Authority payment under the preceding subsection 3.A, such payment may be subject to the approval of the City Council of the City of Austin. Such payment shall be made within a reasonable period of time, subject to the City Council schedule.

B. Performance of Work

1) City agrees that, subject to the terms of this Agreement, Mobility Authority, through its D/B Contractor and subcontractors selected by D/B Contractor, shall effect the adjustment of the City Utilities that are in locational conflict with the Project, as such are determined by Mobility Authority, the City, and/or D/B Contractor, and shall also construct the Betterments, on behalf of Mobility Authority. The City acknowledges that D/B Contractor is an independent contractor of Mobility Authority. The D/BC by and between Mobility Authority and the D/B Contractor confers third-party beneficiary status to the City which extends to and includes any and all warranty and indemnity provisions of the D/BC. Mobility Authority agrees to incorporate within the D/BC provisions requiring the D/B Contractor to comply with the standards for design and construction contained in this Agreement. Mobility Authority shall enforce all D/BC provisions requiring the D/B Contractor to comply with the standards for design and construction contained in this Agreement and shall provide reasonable support for the City's enforcement of its third-party claims against the D/B Contractor.

2) Mobility Authority will authorize the performance of only those City Adjustment items of work which are eligible for relocation reimbursements or for which City has requested and has agreed to pay for as described in this Agreement. This Agreement shall include Exhibit A, *City Adjustment Costs*, which includes the costs for which the City shall be responsible.

3) The Mobility Authority may not allow the D/B to begin work on City Adjustments until final plans have been approved by the City.

C. Preparation of Plans

The 30% design plans, specifications, and cost estimates necessary to adjust the City's facilities, and the full plans, specifications, and cost estimates necessary to complete the Betterments (collectively the "Preliminary Plans"), are attached to this Agreement as Exhibit B. The parties agree that after this Agreement is executed, the Preliminary Plans will be finalized, and the finalized Plans will be substituted for the Preliminary Plans that are attached to this Agreement at execution, and the finalized plans will then become the "Plans" for the purposes of this Agreement. The finalized Plans shall be designated as "Reviewed and Approved for Construction" by the City. Exhibit of the finalized Plans to this Agreement shall be by amendment which shall be administrative in nature and will not require the approval of the governing authority of either Party, but shall require the signature of the Assistant City Manager overseeing the City's Water Utility or his designee for the City and the _____ for Mobility Authority. The Parties agree that the finalized Plans will be generally consistent with the preliminary Plans. Each Party represents and warrants that the finalized Plans as attached to this Agreement after execution are approved as to the location and manner in which the utilities will be installed, adjusted, or relocated within the Project right of way (the "ROW"), subject to the D/B Contractor's satisfactory performance of the City Adjustments in accordance with the Plans.

D. Design and Construction Standards

1) Mobility Authority shall require in the D/BC that all design and construction performed for the City Adjustments, and construction performed for the Betterments, by the D/B Contractor shall comply with and conform to the following:

- a. All applicable local and state laws, regulations, decrees, ordinances and policies, including the Utility Accommodation Rules (UAR), the Utility Manual issued by TxDOT (to the extent its requirements are mandatory for the City Adjustments necessitated by the Project), and the policies of Mobility Authority;
- b. All Federal laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance, including without limitation 23 CFR 645 Subparts A and B; and the Buy America provisions of 23 U.S.C § 313 and 23 CFR 635.410.
- c. The terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work;
- d. The standard specifications, standards of practice, and construction methods (collectively, "standards") which City customarily applies to utility facilities comparable to the City Utilities that are constructed by the City or for the City by its contractors at the City's expense, which standards are current at the time this Agreement is signed by the City, and which include but are not limited to: (i) the Utility Criteria Manual, (ii) the Standard Products List, and (iii) Technical Criteria Manuals. The City agrees to provide these materials to Mobility Authority and the D/B Contractor in writing (including email transmission of documents).
- e. The completed Plans; and
- f. The warranty provided by D/B Contractor in the D/BC with regard to all other work performed under the D/BC.

2) Mobility Authority shall require the D/B to carry insurance of the types and in amounts no less than those specified in the attached Exhibit "D" and shall ensure that the City is named as an additional insured on such policies.

3) Mobility Authority shall require in the D/BC that such design and construction also shall be consistent and compatible with (i) the D/B Contractor's current design and construction of the Project, (ii) the "Ultimate Configuration" for the Project, and (iii) any other utilities being installed in the same vicinity. In case of any inconsistency among any of the standards referenced in this Agreement, the most stringent standard shall apply.

4) The Plans shall identify all utility facilities that the City intends to abandon in place rather than remove, including material type, quantity, size, age, condition (if known), and method of abandonment, which shall be subject to Mobility Authority's approval.

5) For any asbestos cement ("AC") pipe removal work, the D/B Contractor shall follow the National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), the Occupational Safety and Health Administration ("OSHA"), the Texas Department of State Health Services ("TDSHS"), and the City's established procedures and requirements. In the event of any contamination caused by the pipeline removal, the D/B Contractor shall be responsible for that remediation.

6) With the exception of undisturbed AC pipe as approved to remain in place, no facilities containing hazardous or contaminated materials may be abandoned, but shall be specifically identified and removed in accordance with the requirements of this Agreement. The Mobility Authority agrees to pay for the assessment and remediation or other corrective actions relating to soil and groundwater contamination caused by the utility facility prior to the removal.

7) The City agrees that all service meters must be placed outside of the Project ROW unless otherwise agreed by Mobility Authority.

E. City Provided Services

In addition to services provided by the City as specified elsewhere in this Agreement, the City shall provide the following services:

1) Review any and all plans addressed in the preceding section 3.C in a timely manner for substantial compliance with the requirements of this agreement and applicable City procedures, Legal Requirements and City Standards, and will approve all Plans and Specifications that comply with these requirements in all material respects within a reasonable period of time after submission.

2) Reasonable assistance to D/B Contractor in obtaining any necessary local or municipal permits as not otherwise provided for under the D/BC, as may be required for the City Adjustments and the Betterments.

3) Throughout the City Adjustment work, and the Betterment work, hereunder, the City shall provide adequate inspectors and appropriate supporting resources for such construction. The work shall be inspected by the City's inspector(s) at least once each working day, and more often if such inspections are deemed necessary by City. Further, upon request by the D/B Contractor or its contractors, the City shall furnish an inspector at any reasonable time in which construction is underway pursuant to this Agreement, including occasions when construction is underway in excess of the usual forty (40) hour work week and at such other times as reasonably required. The City agrees to promptly notify the D/B Contractor and Mobility Authority of any concerns resulting from any such inspection.

4) For this Agreement, "Substantial Completion," means that construction of one or more segments of the City Adjustments has been substantially completed in accordance

with the Plans with the exception of only minor punch list items. Further, with regard to water and wastewater lines construction, Substantial Completion means that the City Adjustments, including all testing and disinfection in accordance with the City of Austin 510 Pipe Specifications, have been completed and accepted, including "as-built" drawings have been provided, costs and quantities have been provided, a certified letter from the D/B Contractor's design engineer indicating that the City Adjustments were constructed in accordance with the Plans and that installation of all components is in accordance with all the design and construction standards as stated in this Agreement, and the line(s) placed into service. Work that remains after Substantial Completion could include the final pavement of roadways, adjustment of structures to final grade and revegetation.

- a. When the D/B Contractor considers that the City Adjustments, or a segment thereof which the City agrees to accept separately, are substantially complete, the D/B Contractor shall notify Mobility Authority and the City and request a determination as to whether the City Adjustments or a designated segment thereof are substantially complete. If the City does not consider the City Adjustments, or a segment thereof, substantially complete, the City will notify Mobility Authority and the D/B Contractor giving reasons therefor. After performing any required work, the D/B Contractor shall then submit another request for the City to determine Substantial Completion. If the City considers the City Adjustments (or a segment thereof) to be substantially complete, the City will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, and shall include a punch list of items ("Punch List Items") to be completed or corrected. In each case, the City shall provide such determination within 14 days of the notice from the D/B Contractor. Failure to include an item on the Punch List Items does not alter the responsibility of Mobility Authority to cause the completion of the City Adjustments in accordance with this Agreement.
- b. Mobility Authority shall cause completion of all Punch List Items no later than final acceptance of the Project, subject to Force Majeure Delays, as that term is defined in the D/BC.
- c. Mobility Authority shall cause the D/B Contractor to provide the City with a certified letter indicating that the City Utilities are free and clear of all liens, claims and encumbrances.
- d. Mobility Authority and/or the D/B Contractor shall have the obligation to maintain the adjusted City Utilities until the City accepts the adjusted City Utilities as stated herein.

5) By final acceptance of the Project, Mobility Authority shall cause the D/B Contractor to submit to the City written documentation showing that the Punch List Items have

been satisfactorily completed, along with the letters described in subsection (3) above. Also by final acceptance of the Project, Mobility Authority and/or the D/B Contractor shall provide the City with final "as-built" drawings of the City Adjustments and Betterments.

6) Within 30 days of receiving documentation described in subsection (4) above, the City shall perform a final inspection of the adjusted City Utilities, including conducting any tests as are necessary or appropriate, and that are not the obligation of D/B Contractor as stated in 3.G. below, and accept such construction by giving written notice of such acceptance to Mobility Authority and D/B Contractor. If the City does not accept the construction, then the City shall, not later than the 15th business day after the inspection of the adjusted City Utilities, notify Mobility Authority and D/B Contractor in writing of the grounds for non-acceptance. Mobility Authority and D/B Contractor shall notify the City in writing upon completion of corrections to the non-conforming work. With regard to any re-inspection (and re-testing if appropriate) of any revised construction, Mobility Authority, the D/B Contractor, and the City shall follow the same notice and inspection schedule set forth above.

7) From and after the City's acceptance of an adjusted City Utility, the City agrees to accept ownership of, and full operation and maintenance responsibility for, such City Utility. The City shall not have ownership and operation and maintenance responsibility for any adjusted City Utility until the City has accepted such City Utility in accordance with the preceding section 3.E.5.

8) At the D/B Contractor's request, the City shall assist the D/B Contractor in locating any City Utilities (including appurtenances) which are owned and/or operated by City and may be impacted by the Project. Without limiting the generality of the foregoing, or limiting D/B Contractor's obligation under the D/BC to make inspections and investigations necessary to locate and avoid existing utilities, in order to help facilitate that neither the adjusted City Utilities nor existing, unadjusted utilities owned or operated by the City are damaged during construction of the Project, the City shall make reasonable attempts based on available "as built" information, to mark in the field the location of all such utilities horizontally on the ground in advance of Project construction in the immediate area of such utilities.

F. Mobility Authority Provided Services

1) In addition to services provided by Mobility Authority as specified elsewhere in this Agreement, Mobility Authority shall provide the following services:

- a. Provide plans to the City for review and approval in accordance with the preceding section 3.C. and 3.E..
- b. Participate with D/B Contractor in inspections of the work by the City.
- c. Permit City's inspectors and other authorized representatives to inspect the City Adjustments at all times.
- d. Ensure delivery of as-built drawings to City

2) The Mobility Authority shall ensure that the D/B Contractor will provide the following services and documentation

- a. Project management during the City Adjustments and perform the City Adjustments
- b. Documentation of any field modifications occurring in the City Adjustments
- c. As-built plans of the City Adjustments for Mobility Authority and the City
- d. Detailed records of work and payments to manage and account for the City's funds that have been escrowed with Mobility Authority
- e. Maintain a job file
- f. Maintenance of all adjusted facilities until City acceptance
- g. Secure any necessary local or municipal permits as not otherwise provided for under the D/BC, as may be required for the City Adjustments, with the reasonable assistance of the City
- h. The D/B shall not begin work on any portion of the City Adjustments until the City has approved the final plans for such work.

G. Betterments

1) For purposes of this Agreement, unless otherwise specified, the term "Betterment" means any upgrading of a City Utility being adjusted that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the City, including but not limited to an increase in the capacity, capability, efficiency or function of the adjusted City Utility over that provided by the existing City Utility facility or an expansion of the existing City Utility facility; provided, however, that the following are not considered Betterments:

- a. any upgrading which is required for accommodation of the Project;
- b. replacement devices or materials that are of equivalent standards although not identical;
- c. replacement of devices or materials no longer regularly manufactured with the next highest grade or size;
- d. any upgrading required by applicable laws, regulations, codes or ordinances;

- e. replacement devices or materials which are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase); or
- f. any upgrading required by the City's written "standards" meeting the requirements of Paragraph 3.D.(1)(d).

2) It is understood and agreed that Mobility Authority shall not pay for any Betterments and that the City shall be solely responsible therefore. No Betterment may be performed hereunder (i) which is incompatible with the Project or the Ultimate Configuration, (ii) which cannot be performed within the other constraints of applicable law or any applicable governmental approvals, or (iii) which cannot be performed within the requirements of the Project schedule.

3) The determinations and calculations of Betterment described in this Paragraph 3.H. shall exclude right of way acquisition costs. Betterment in connection with right-of-way acquisition is addressed in Paragraph 4.

4) The total costs for all Betterments performed pursuant to this Agreement are included within the City Adjustment Costs shown on Exhibit A. The City Adjustment Costs shall not be modified on account of Betterments unless a change in the scope of work occurs, as referenced in subsections 3.A.2) and 3.A.3).

4. Real Property Interests

A. Definitions Relevant to this Article 4, *Real Property Interests*

1. *Applicable Law*, for the purposes of this Article 4, *Real Property Interests*, means any law, code, regulation, or ordinance applicable to the acquisition of interests in real property for the Project, including, without limitation, all Federal laws, regulations, decrees, ordinances and policies applicable to projects securing Federal Funds, 42 U.S. Code Chapter 61 – *Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs*; and state and local laws, regulations, decrees, ordinances and policies, including without limitation the Texas Property Code, Texas Transportation Code §§ 370.161- 370.193, *Acquisition, Construction, and Operation of Transportation Projects*, and Texas Parks and Wildlife Code, §§ 26.001- 26.004, *Protection of Public Parks and Recreational Lands*.
2. *Betterment Property Interests*, for the purposes of this Article 4, *Real Property Interests*, means any new easement or other interest in real property outside of the Project right of way that is not attributable to the Project, and that is made solely for the benefit and at the election of the City and is not required in order to comply with any other law, code, or ordinance.

3. *Existing Utility Property Interests*, for the purposes of this Article 4, *Real Property Interests*, means any right, title, claim, including prescriptive rights, or interest in real property claimed by the City with respect to the City Utilities in their existing location(s)
 4. *Mobility Authority*, for the purposes of this Article 4, *Real Property Interests*, means the Mobility Authority or its lawfully designated agent for acquiring Betterment Property Interests and Replacement Utility Property Interests.
 5. *Replacement Utility Property Interests*, means any new dedicated water or wastewater utility easement in real property outside of the Project right of way that is attributable solely to the Project and is required to comply with an applicable law, code, or ordinance.
- B.** City to provide documentation of Existing Utility Property Interests. The City has provided, or upon execution of this Agreement shall promptly provide to Mobility Authority documentation indicating any Existing Utility Property Interest
- C.** Acquisition of Property Interests in City-owned land. For those portions of the City Adjustments that require the relocation of utilities to a Replacement Property Interest owned by the City, the City will undertake the acquisition and establishment of easements in that City-Owned property at the cost of the Mobility Authority, pursuant the Applicable Laws.
- D.** Acquisition of Property Interests in Land Not Owned by the City. The Mobility Authority shall be responsible for acquiring Replacement Property Interests and Betterment Property Interests as follows.
1. If acquisition of Replacement Property Interests is necessary, then the Mobility Authority shall be responsible for undertaking such acquisition, with the assistance of the City. The City shall use reasonable efforts to assist the Mobility Authority if necessary. Mobility Authority shall ensure that each acquisition complies with Applicable Law. Acquisition of Replacement Property Interests is at the Mobility Authority's cost
 - a. Mobility Authority use easement forms provided by the City. Any alterations and/or revisions to the easement forms are subject to approval by the City, which shall not be unreasonably withheld.
 - b. Mobility Authority acknowledges that the City's easement forms may contain rights not contained within the forms covering the Existing Utility Property Interests. Any difference in the rights between the Existing Utility Property Interest forms and the easement forms provided by the City are NOT to be considered "Betterments.
 - c. For each Existing Utility Property Interest located within the final

Project right of way upon completion of the related City Adjustment work and its acceptance by the City, the City agrees to execute a quitclaim deed or other appropriate documentation (e.g. release of easement) relinquishing such Existing Utility Property Interest to Mobility Authority, unless the affected City Utility is remaining in its original location or is being reinstalled in a new location within the area subject to such Existing Utility Property Interest. All quitclaim deeds or other relinquishment documents shall be subject to Mobility Authority's reasonable approval provided, however such documents shall release the City's interests in the Existing Utility Property Interest on an "as-is, where-is" basis and the City shall not be required to give any warranty of title. For each such Existing Utility Property Interest relinquished by the City, Mobility Authority shall do one of the following to compensate the City for such Existing Utility Property Interest, as appropriate:

- (1) If the City or the D/B Contractor on behalf of the City acquires a Replacement Utility Property Interest for the affected City Utility, Mobility Authority shall pay or cause the D/B Contractor to pay the City for the City's actual acquisition costs in accordance with the terms of this Article 4; or
- (2) If the City does not acquire a Replacement Utility Property Interest for the affected City Utility, Mobility Authority shall compensate the City or cause the D/B Contractor to compensate the City for the fair market value of such relinquished Existing Utility Property Interest, as mutually agreed between the City and Mobility Authority and supported by an independent appraisal performed by a State Certified General Real Estate Appraiser. In the event City and Mobility Authority cannot agree on the fair market value of such relinquished Existing Utility Property Interest, the City and Mobility Authority may each engage at their expense a State Certified General Real Estate Appraiser, and the fair market value of such relinquished Existing Utility Property Interest for purposes hereof shall be the mean value between the two appraisals.

d. The compensation provided to the City pursuant to this Article 4.C.1 shall constitute complete compensation to the City for the relinquished Existing Utility Property Interest and any Replacement Utility Property Interest, and no further compensation shall be due to the City the Mobility Authority on account of such Existing Utility Property Interest or Replacement Utility Property Interest(s).

2. If acquisition of Betterment Property Interests is necessary, then the City shall be responsible for the costs of acquiring such interest
 - a. City payment for Betterment Property Interests will be based on a fair market appraisal and will only be composed of the portion of the property interest in excess of the size of the required by Applicable Law.
 - b. The City's obligation for the costs of acquiring Betterment Replacement Property Interests shall not exceed the fair market value of such interest as determined in accordance with an appraisal prepared in accordance with Applicable Law.
 - c. The appraisal of any Betterment Replacement Property Interest is subject to the City's review and approval prior to the Mobility Authority's entering into any purchase agreement for the interest

E. The City shall execute a Utility Joint Use Acknowledgment for each City Adjustment where required pursuant to Mobility Authority policies. All City Joint Use Acknowledgments shall be in substantially the form attached to this Agreement as Exhibit " _".

5. Termination

- A.** This Agreement may be terminated in the following manner:
 - 1) By mutual written agreement and consent of both parties;
 - 2) By either party upon the failure of the other party to cure an Event of Default as provided below;
 - 3) By either party if a party fails to appropriate funds for the completion of this Project; or
 - 4) By either party if the Project is cancelled or modified so as to eliminate the necessity of the Adjustment work described herein. Upon such termination, the parties shall negotiate in good faith an amendment that shall provide mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties relating to such termination. In particular, and without limitation, each party shall be liable to the other for its share of any costs incurred by the other party prior to receipt of notice of termination, and for its share of any costs incurred by the other party after receipt of notice of termination, and which could not be reasonably avoided.
- B.** In the event either party fails to perform its material obligations as set forth in this Agreement (an "Event of Default"), the other party (the "Non-Defaulting Party") shall provide prompt written notice of such failure. The party receiving the notice (the "Defaulting Party") shall then have thirty (30) days in which to cure the Event of Default, or if the failure is such that it cannot be cured in thirty days, to

make substantial and continued progress toward curing the Event of Default within a reasonable time. In the event that, after written notice as provided herein, the Defaulting Party fails, within thirty days, to cure the Event of Default, or, if the Event of Default is such that it cannot be cured in thirty days, to make substantial and continued progress toward curing the Event of Default within a reasonable time, then the Non-Defaulting Party, by further written notice to the Defaulting Party, may immediately terminate this Agreement.

- C. If the Agreement is terminated in accordance with the above provisions, City will be responsible for the payment of its share of City Adjustment Costs incurred by Mobility Authority on behalf of City up to the time of termination.

6. Right of Access

If City is the owner of any part of the Project site, City shall permit Mobility Authority, D/B Contractor, or their authorized representatives to have access to the site to perform any activities required to execute the City Adjustments.

7. Responsibilities of the Parties and Indemnity

City acknowledges that it is not an agent, servant, or employee of the Mobility Authority or D/B Contractor, nor is it engaged in a joint enterprise with either of them, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the City Adjustments. **TO THE EXTENT PERMITTED BY TEXAS LAW, CITY AGREES THAT IT IS RESPONSIBLE, TO THE EXCLUSION OF ANY SUCH RESPONSIBILITY OF THE MOBILITY AUTHORITY, ITS AGENTS AND EMPLOYEES, FOR ANY AND ALL LIABILITY, SUITS, ACTIONS, AND CLAIMS FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY TO THE EXTENT THAT THEY ARE CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS AND/OR THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, PROFESSIONAL CONSULTANTS, CONTRACTORS, AND AGENTS, DURING THEIR PERFORMANCE OF WORK AND IN CONSEQUENCE WITH THE PERFORMANCE OF THE DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION OF THE CITY UTILITIES AND/OR THE ADJUSTED UTILITIES, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION. THE CITY IS NOT RESPONSIBLE FOR ANY LIABILITY, SUITS, ACTIONS, AND/OR CLAIMS FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY TO THE EXTENT THAT THEY ARE CAUSED BY ANY OTHER ENTITY, INCLUDING THE MOBILITY AUTHORITY, ITS EMPLOYEES, PROFESSIONAL CONSULTANTS, CONTRACTORS, AND/OR AGENTS. SUCH RESPONSIBILITY INCLUDES BUT IS NOT LIMITED TO ANY CLAIMS OR AMOUNTS ARISING OR RECOVERED UNDER THE**

"WORKERS COMPENSATION LAW," THE TEXAS TORT CLAIMS ACT, CHAPTER 101, TEXAS CIVIL PRACTICE AND REMEDIES CODE; OR ANY OTHER APPLICABLE LAWS OR REGULATIONS, ALL AS TIME TO TIME MAY BE AMENDED.

8. Entire Agreement

This Agreement embodies the entire agreement between the parties, supersede all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to its subject matter, and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein.

9. Successors and Assigns

Mobility Authority and City each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

10. Amendments

This Agreement may be amended only in a writing signed by both parties.

11. Notices

All notices to either party by the other required under this Agreement shall be delivered by receipted overnight delivery service, addressed to such party at the following addresses:

CITY: _____ _____ _____ _____	MOBILITY AUTHORITY: [name of person or office] Central Texas Regional Mobility Authority 3300 N. IH-35, Suite 300 Austin, Texas 78705
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All notices shall be deemed given on the date so delivered, unless otherwise provided in this Agreement. Either party may change the above address by sending written notice of the change to the other party.

12. Approvals

Any acceptance, approval, or any other like action (collectively "Approval") required or permitted to be given by either the City or Mobility Authority pursuant to this Agreement:

- A. Must be in writing to be effective (except if deemed granted pursuant hereto), and
- B. Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval.

13. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

[Remainder of Page Left Blank]

THIS AGREEMENT IS EXECUTED by Mobility Authority and the City in duplicate.

THE CITY


Signature

Robert Goode
Typed or Printed Name
Assistant City Manager

Title

5/24/15
Date

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY


Signature

Typed or Printed Name

Title

Date

EXHIBIT A
FUNDING AND CONTRIBUTIONS

EXHIBIT B
THE PLANS

EXHIBIT C

FORM OF UTILITY JOINT USE ACKNOWLEDGMENT

I

EXHIBIT D

DB INSURANCE REQUIREMENTS

10. INSURANCE.

D/B Contractor shall purchase and continuously maintain in full force and effect through Project Final Acceptance, or such longer or shorter time as may be specifically provided below, the insurance coverages specified in this Section 10. These insurance coverage requirements are also subject to all other applicable sections of the Contract Documents. The insurance, except for professional liability and worker's compensation, provided hereunder shall be available for the benefit of the Mobility Authority and D/B Contractor with respect to covered claims, but shall not be interpreted to relieve D/B Contractor of any obligations hereunder. All insurance required hereunder shall be procured from insurance or indemnity companies with an A.M. Best and Company rating level of A- or better, Class VIII or better, or as otherwise approved by the Mobility Authority and authorized or approved to do business in the State. All limits of liability set forth below are in U.S. dollars.

10.1 [Reserved].

10.2 Insurance After Issuance of NTP1.

During the period commencing with the date on which the Mobility Authority issues NTP1 and ending at Project Final Acceptance (unless otherwise specified herein), D/B Contractor shall provide and maintain insurance as specified in this Section 10.2.

10.2.1 Commercial General Liability Insurance.

(a) D/B Contractor shall provide and maintain commercial general liability coverage (for bodily injury, property damage, personal injury and advertising injury) during the period starting on the date on which the Mobility Authority issues NTP1 and ending on the date of Final Acceptance using an ISO CG 00 01 (12/07) occurrence form (or equivalent), specifically including coverage for contractual liability per standard ISO policy terms, premises operations,

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D/B CONTRACT
ADDENDUM NO. 2 TO RFDP

independent contractors, products and completed operations, broad form property damage and hazards commonly referred to as "XCU," with limits of \$2,000,000 per occurrence and \$4,000,000 general per project aggregate. The policy shall not include any professional liability exclusion as it relates to "means and methods" of construction. The definition of "Insured Contract" in the policy should be amended to state that "professional services" does not include "means and methods" of construction. The policy shall include the Limited Exclusion-Contractors-Professional Liability Endorsement CG22-80, CG22-79, or their equivalent. There shall be no exclusion for work performed on or within 50 feet of any railroad property. The definition of "Insured Contract" in the policy shall include that part of any contract or agreement that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations on or within 50 feet of any railroad property. The policy shall include a "Limited Coverage – Repair Work Endorsement" that shall extend coverage under the policy for warranty repair work from Final Acceptance until the end of the Warranty Period. The policy shall include products and completed operations extended coverage in the amount of \$4,000,000, and this coverage shall be maintained until the end of the Warranty Period. D/B Contractor shall be the named insured and each of the Indemnified Parties, including the Railroad(s), shall be additional insureds, on a primary and non-contributory basis. The policy deductibles shall not exceed 5% of the policy limits.

(b) If D/B Contractor's commercial general liability insurance or other form with a general aggregate limit is used, then the aggregate limits shall apply separately to the Project, or D/B Contractor may obtain separate project specific insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of D/B Contractor. The policy terms, conditions, coverage and limit requirements for the project specific policy are the same as referenced in (a) above. Notwithstanding any other provision of the Contract Documents, the project policy shall not be cancellable, except for non-payment of premium, fraud, material misrepresentation, or non-compliance with reasonable loss control recommendations.

10.2.2 Umbrella Excess Liability.

(a) D/B Contractor shall provide and maintain umbrella excess liability coverage with limits of \$30,000,000 per occurrence and \$30,000,000 per project aggregate on the same basis as outlined in Sections 10.2.1 (a) or (b) above, 10.2.3 and 10.2.4. Any such umbrella excess insurance shall be at least as broad as D/B Contractor's primary insurance.

10.2.3 Workers' Compensation Insurance and Employer's Liability Insurance.

During the period commencing on the date on which the Mobility Authority issues NTP1 and ending on the date of Project Final Acceptance, D/B Contractor shall provide and maintain worker's compensation insurance in conformance with applicable Law and employer's liability

Ex. D 2 & 10

insurance (for bodily injury or disease) with limits of \$1,000,000 per accident for all of its employees involved with the performance of the Design/Build Work. D/B Contractor shall be the named insured on these policies. The worker's compensation coverage will contain the following endorsements:

- (a) An endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act.
- (b) A voluntary compensation endorsement.
- (c) An alternate employer endorsement.
- (d) An endorsement extending coverage to all states operations on an "if any" basis.

10.2.4 Business Automobile Liability Insurance.

D/B Contractor shall provide and maintain business automobile liability insurance, commencing on the date on which the Mobility Authority issues NTP1 and ending upon the date of Project Final Acceptance, covering the D/B Contractor's legal liability arising out of the ownership, operation, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Design/Build Work, including loading and unloading, with limits of not less than \$2,000,000 combined single limit for bodily injury and property damage liability; provided, however, that such coverage shall be maintained for vehicles used in performance of Warranty work until the expiration of the Warranties. D/B Contractor shall be the named insured and each of the Indemnified Parties shall be named as additional insureds, on a primary and non-contributory basis, with respect to liability arising out of the acts or omissions of any member of the D/B Contractor Group, whether occurring on or off of the Site. The policy shall include auto pollution liability coverage. The policy deductibles shall not exceed 5% of the policy limits.

10.2.5 Professional Liability Insurance.

D/B Contractor shall provide and maintain or cause its lead design Subcontractor to provide professional liability coverage, through a specific project professional liability policy, with limits not less than \$10,000,000 per negligent act, error or omission limit and \$10,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering services performed by the D/B Contractor's lead design Subcontractor or its lower tier design subcontractors or subconsultants. The policy shall have a retroactive date no later than the date on which the RFDP Documents are issued and shall have a five-year extended reporting period from the date of Final Acceptance with respect to claims or suits which were not made or brought during the term of the policy. The coverage shall include the D/B Contractor's lead design Subcontractor and its design subcontractors and

subconsultants of any tiers. The policy shall include a Notice of Circumstance provision. The policy shall not contain any exclusion for cost estimates or delay in project completion. Notwithstanding any other provisions of the Contract Documents, the project policy shall not be cancellable, except for non-payment of premium, fraud, material misrepresentation, or pursuant to a material variance endorsement. As an alternative to the project specific coverage described above, the D/B Contractor may instead substitute the professional liability coverage that it or its lead design firm carries provided that (a) such coverage is in the amount of at least \$20,000,000 per negligent act, error or omission and \$20,000,000 aggregate, (b) such policy is maintained until at least five (5) years following Substantial Completion of the Project, and (c) the owner of the policy provides the Mobility Authority, on an annual basis, with a current certificate of insurance and a copy of its financial statements, including balance sheet, income statement, and statement of cash flow.

10.2.6 Pollution Liability Insurance.

D/B Contractor shall provide and maintain Contractor's Pollution Liability coverage on an occurrence basis, through a Specific Project Pollution Liability Policy, with limits not less than \$5,000,000 per "pollution incident" and \$5,000,000 aggregate. The pollution liability coverage shall protect against the D/B Contractor's legal liability arising out of any construction and related activities with respect to the Project, including off site activities related to transportation and/or disposal. The policy shall provide coverage from the date on which the NTP1 is issued until five (5) years from the date of Final Acceptance. The policy shall include coverage for damage (including loss of use of) to natural resources. Each of the Indemnified Parties shall be named as an additional insured, on a primary and non-contributory basis, to this policy with respect to liability arising out of the acts, errors, and omissions of any member of the D/B Contractor Group and Subcontractors whether occurring on or off of the site. Notwithstanding any other provisions of the Contract Documents, the project policy shall not be cancellable, except for non-payment of premium, fraud, material misrepresentation, or non-compliance with reasonable loss control recommendations.

10.2.7 Builder's Risk.

D/B Contractor shall procure and maintain builder's risk insurance for the Project as specified below. The insureds shall be D/B Contractor, all Subcontractors (excluding those solely responsible for design Design/Build Work) of any tier, and each of the Indemnified Parties, as their interests may appear. The insurance shall be maintained during the period starting on the date of commencement of construction and ending on the date of Substantial Completion.

10.2.7.1 Minimum Scope: A blanket builder's risk insurance policy on an "all risk" basis for the entire Project including: (1) coverage for resulting property damage

caused by faulty workmanship, use of Nonconforming Work materials, omission or deficiency in design or specifications; (2) coverage against damage or loss caused by the perils of fire (with extended coverage), earth movement, flood, theft, vandalism and malicious mischief and machinery accidents; (3) coverage for removal of debris, contaminants and pollutants (as defined in the policy) including demolition from the enforcement of any applicable local, state, or federal requirement, and insuring the buildings, structures, machinery, equipment, facilities, fixtures and all other properties constituting a part of the Project; (4) inland transit coverage (ocean marine coverage, if applicable, shall be provided through a separate Ocean Marine insurance policy unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site, and (6) coverage for architect and engineering fees required as a result of a covered loss. Such insurance shall be on a form acceptable to the Mobility Authority and shall have a limit equal to the probable maximum loss to replace the completed Project plus "soft cost expense cover," as defined in the policy (including, at a minimum, attorneys' fees and fees and other costs associated with such damage or loss and with any Governmental Approvals), with a limit of \$5,000,000 and shall include flood insurance with a \$25,000,000 minimum annual aggregate limit. There shall be no coinsurance penalty provision in any such policy. Ocean Marine coverage, if applicable, shall be provided through this insurance or separate Ocean Marine insurance. Deductibles or self-insured retentions shall not exceed 5% of the policy limits.

10.2.8 Valuable Papers.

D/B Contractor shall provide valuable papers insurance with a limit of not less than \$200,000 each loss. Such insurance shall assure the restoration of any Plans, drawings, computations, field notes, or other similar data relating to the Design/Build Work and/or the Project in the event of loss or destruction until all such items and data are turned over to the Mobility Authority. Such insurance may be provided separately or as part of D/B Contractor's Builder's Risk policy.

10.3 General Insurance Requirements.

10.3.1 Premiums, Deductibles and Self-Insured Retentions.

D/B Contractor shall be responsible for payment of premiums for all insurance required under this Section 10. D/B Contractor shall be solely responsible for all other deductibles and self-insured retentions hereunder. D/B Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which D/B Contractor is responsible hereunder, D/B Contractor shall be solely responsible for amounts in excess of the coverage provided. With respect to all matters for which the Mobility Authority is

responsible hereunder, the Mobility Authority shall remain fully responsible for amounts in excess of the coverage provided.

10.3.2 Verification of Coverage.

(a) D/B Contractor Policies. Concurrently with the date on which coverage is required to be procured under this Section 10, D/B Contractor will deliver to the Mobility Authority original certificates of insurance, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the Mobility Authority. The Mobility Authority shall have no duty to pay or perform under this D/B Contract until such certificate(s) shall have been delivered to the Mobility Authority. Upon the Mobility Authority's request, duplicate copies of each of the insurance policies (including all endorsements and amendments) required under Section 10 shall be provided to the Mobility Authority; provided that where the D/B Contractor is permitted to provide certain coverages through its corporate program, instead of providing copies, the D/B Contractor may make such policies available for inspection by the Mobility Authority at the D/B Contractor's corporate offices.

(b) Renewal Policies. When applicable, not less than 30 Days prior to the expiration date of any policy of insurance required by this Section 10, D/B Contractor shall deliver to the Mobility Authority a binder or certificate of insurance with respect to each renewal policy. If requested by the Mobility Authority from time to time, certified duplicate copies of the renewal policy shall also be provided; provided that where the D/B Contractor is permitted to provide certain coverages through its corporate program, instead of providing copies, the D/B Contractor may make such policies available for inspection by the Mobility Authority at the D/B Contractor's corporate offices.

10.3.3 Subcontractor Insurance Requirements.

D/B Contractor shall cause each Subcontractor to provide insurance that complies with requirements for D/B Contractor-provided insurance set forth in this Section 10 in circumstances where the Subcontractor is not covered by D/B Contractor-provided insurance and provided that D/B Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. D/B Contractor shall cause each such Subcontractor to include each of the Indemnified Parties as additional insureds on a primary and non-contributory basis, under such Subcontractor's commercial general liability, umbrella excess liability, and business automobile liability insurance policies. D/B Contractor shall require each such Subcontractor to

require that its insurer agree to waive any subrogation rights the insurers may have against the Indemnified Parties. The Mobility Authority shall have the right to contact the Subcontractors directly in order to verify the above coverage.

10.3.4 Endorsements and Waivers.

All insurance policies required to be provided by D/B Contractor hereunder shall contain or be endorsed to contain the following provisions, provided that, for the workers' compensation policy and the professional liability policy, only the following clause (d) shall be applicable:

(a) For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insureds and additional insureds and shall specify that coverage continues notwithstanding the fact that D/B Contractor has left the Site. Any insurance or self-insurance beyond that specified in this D/B Contract that is maintained by an insured or additional insured shall be excess of such insurance and shall not contribute with such primary insurance.

(b) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided to the other insureds or additional insureds.

(c) The insurance shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability.

(d) Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after 30 days' prior written notice has been given to the Mobility Authority and D/B Contractor. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.

(e) All Commercial General Liability endorsements adding additional insureds shall be on forms CG-20-10 (latest edition) or an equivalent form providing additional insureds with coverage for premises/operations and CG 2037 (or equivalent) for completed operations.

(f) Each policy shall provide coverage on an "occurrence" basis and not a "claims made" basis (with the exception of professional liability policies).

10.3.5 Waivers and Subrogation.

The Mobility Authority and D/B Contractor waive all rights against each other, against each of their agents and employees and their respective members, directors, officers, employees, agents and consultants for any claims, but only to the extent covered by insurance obtained pursuant to this Section 10, except such rights as they may have to the proceeds of such insurance and provided further that D/B Contractor shall not be entitled to additional compensation or time extension under this D/B Contract to the extent compensated by any insurance specified herein. D/B Contractor shall cause all Subcontractors to provide similar waivers in writing each in favor of all other parties enumerated above. Each policy shall include a waiver of any right of subrogation against the additional insureds (and their respective members, directors, officers, employees, agents and consultants).

10.3.6 Changes in Requirements.

The Mobility Authority shall notify D/B Contractor in writing of any changes in the requirements applicable to insurance required to be provided by D/B Contractor. Pursuant to a Change Order, any additional cost from such change shall be paid by the Mobility Authority and any reduction in cost shall reduce the Design/Build Price.

10.3.7 No Recourse.

There shall be no recourse against the Mobility Authority for payment of premiums or other amounts with respect to the insurance required to be provided by D/B Contractor hereunder.

10.3.8 Support of Indemnifications.

The insurance coverage provided hereunder by D/B Contractor is not intended to limit D/B Contractor's indemnification obligations under Section 23.

10.3.9 Commercial Unavailability of Required Coverages.

If, in the future, through no fault of D/B Contractor, any of the coverages required in this Section 10 (or any of the required terms of such coverages, including endorsements and/or policy limits) are not available or become in the future unavailable as determined under a commercial reasonableness standard, the Mobility Authority will work with D/B Contractor to find commercially reasonable alternatives to the required coverages that are acceptable to the Mobility Authority and to the D/B Contractor. In the event any required coverage is not available and no reasonable alternative is acceptable, the Mobility Authority shall be entitled to a Change Order to reduce the Design/Build Price by the cost of any required insurance that is not obtained due to commercial unavailability.

10.4 Mobility Authority's Right to Remedy Breach by D/B Contractor.

If D/B Contractor or any Subcontractor fails to provide insurance as required herein, the Mobility Authority shall have the right, but not the obligation, to purchase such insurance. In such event, the amounts paid by the Mobility Authority shall, at the Mobility Authority's sole option, be deducted from amounts payable to D/B Contractor or reimbursed by D/B Contractor upon demand, with interest thereon at the maximum rate allowable under applicable Law from the date of payment by the Mobility Authority. Nothing herein shall preclude the Mobility Authority from exercising its rights and remedies under Section 17 as a result of the failure of D/B Contractor or any Subcontractor to satisfy the obligations of this Section 10.

10.5 Other Conditions.

10.5.1 Minimum Safety Compliance Requirements.

D/B Contractor shall be solely responsible for safety on the Site, and shall comply in all respects with the Safety Plan. Each Subcontractor, before performing any Design/Build Work, shall agree in writing to, and shall when performing any Design/Build Work, comply with the requirements of the Safety Plan. Any suspension of Design/Build Work by the Mobility Authority related to safety concerns, including the failure of any member of the D/B Contractor Group to comply with the Safety Plan, shall be considered a suspension for cause under Section 15.2.

10.5.2 Due Care Required.

Nothing contained in this Section 10 shall relieve D/B Contractor or any Subcontractors of its obligation to exercise due care in the performance of the Design/Build Work and to complete the Design/Build Work in strict compliance with this D/B Contract.

10.6 Prosecution of Claims.

Unless otherwise directed by the Mobility Authority in writing, D/B Contractor shall report and process all potential claims by the Mobility Authority or D/B Contractor against the insurance required to be provided hereunder. D/B Contractor agrees to report timely to the insurer(s) any and all matters which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of the Mobility Authority, whether for defense or indemnity or both. The Mobility Authority agrees to notify D/B Contractor of the Mobility Authority's incidents, potential claims, and matters which may give rise to an insurance claim by the Mobility Authority, to tender its defense or the claim to D/B Contractor, and to reasonably cooperate with D/B Contractor for D/B Contractor to fulfill its duties hereunder.

10.7 Commencement of Design/Build Work.

D/B Contractor shall not commence Design/Build Work under this D/B Contract until it has obtained the applicable insurance required under this Section 10 and such insurance has been approved by the Mobility Authority. D/B Contractor shall not allow any Subcontractor to commence work under its Subcontract until the insurance required of the Subcontractor has been obtained and approved by D/B Contractor. If the insurance provided by D/B Contractor fails to comply with the requirements listed herein, or if D/B Contractor fails to maintain such insurance, then the Mobility Authority maintains the right to suspend D/B Contractor's right to proceed until the Mobility Authority receives satisfactory evidence that the required insurance coverage has been procured in accordance with the terms hereof.

10.8 Disclaimer.

D/B Contractor and each Subcontractor have the responsibility to make sure that their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein.

10.9 Insurance During Warranty Period.

During the period following Final Acceptance and prior to expiration of D/B Contractor's Warranty, D/B Contractor shall make available all insurance as specified in Section 10.2, excluding builder's risk coverage, which coverage shall be reinstated by the D/B Contractor in the event of, and prior to the commencement of any required Warranty Work by D/B Contractor.

Amendment No. 1

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

RESOLUTION NO. 17-049

**APPROVE CHANGE ORDER NO. 10 TO THE COLORADO RIVER CONSTRUCTORS
CONTRACT AND AN ASSOCIATED AMENDMENT TO THE INTERLOCAL
AGREEMENT WITH THE CITY OF AUSTIN FOR CITY OF AUSTIN WASTEWATER
BETTERMENTS ON THE 183 SOUTH PROJECT**

WHEREAS, by Resolution No. 15-049, dated July 29, 2015, the Board of Directors authorized the Executive Director to execute a design-build contract with Colorado River Constructors for design and construction of the Bergstrom (183 South) Expressway Project (“Project”); and

WHEREAS, under the terms of the design-build contract, Colorado River Constructors is bound to adjust and relocate utilities that are within the jurisdiction of the City of Austin, including betterments as requested by the City of Austin; and

WHEREAS, by Resolution No. 16-018, dated March 30, 2016, the Board of Directors authorized the Executive Director to execute an Interlocal agreement with the City of Austin, identifying roles and responsibilities of the parties involved, including payment obligations for utility betterments requested by the City of Austin; and

WHEREAS, the City of Austin has requested certain wastewater betterments at Little Walnut Creek which are not currently addressed in the Interlocal Agreement; and

WHEREAS, the Executive Director is working with the City of Austin to amend the Interlocal Agreement to require the City of Austin to pay for costs associated with the design and construction of the requested wastewater betterments, and

WHEREAS, the Executive Director and Colorado River Constructors have negotiated Change Order No. 10 to the design-build contract in the amount of \$1,009,999.64 to incorporate the design and construction of the wastewater betterments at Little Walnut Creek requested by the City of Austin into the Project, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends approval of proposed Change Order No. 10 to the design-build contract with Colorado River Constructors in the amount of \$1,009,999.64, contingent upon execution of an amendment to the Interlocal Agreement to require the City of Austin to provide the funding for Change Order No. 10.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors authorizes and directs the Executive Director to negotiate and execute an amendment to the Interlocal Agreement with the City of Austin to incorporate and provide funding for the City of Austin’s requested wastewater betterments and Little Walnut Creek; and

BE IT FURTHER RESOLVED that, contingent upon the execution of an amendment to the Interlocal Agreement requiring the City of Austin to provide funding for Change Order No. 10, the Board of Directors authorizes the Executive Director to finalize and execute proposed Change Order No. 10 to the design-build contract with Colorado River Constructors in the amount of \$1,009,999.64 and in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 6th day of September 2017.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR THE ADJUSTMENTS OF CITY OF AUSTIN WATER AND WASTEWATER SYSTEM UTILITY IN CONNECTION WITH THE BERGSTROM EXPRESSWAY (183) PROJECT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“First Amendment”) is made and entered into by and between the **City of Austin**, a Texas home-rule city (“**City**”) and the **Central Texas Regional Mobility Authority** (“**Mobility Authority**”).

**I.
RECITALS:**

1.01. WHEREAS, the City and the Mobility Authority executed an Interlocal Agreement for relocation of City of Austin Water and Wastewater Utilities in Connection with the Bergstrom Expressway (183 South) Project (“Interlocal Agreement”) that set forth agreed terms for the design and construction of certain utility relocations that were determined to be necessary to allow the Mobility Authority to construct improvements associated with the 183 South Project.

1.02 WHEREAS, the City Council previously authorized the negotiation and execution of an Interlocal Agreement with the Central Texas Regional Mobility Authority for the relocation of water and wastewater utilities including betterments up to an amount of \$7,728,157.

1.03 WHEREAS, the Interlocal Agreement currently provides for a net lump sum payment to the Mobility Authority of \$6,717,549, with \$1,010,608 in contingency.

1.04. WHEREAS, the City is requesting additional Betterments be installed by the Mobility Authority in association with the Project including upgrades and new infrastructure at an additional Lump Sum cost of \$1,009,999.64 and accordingly the cost for the additional Betterments and upgrades are within the LS limits that Council originally authorized.

1.05. WHEREAS, the City and the Mobility Authority now desire to enter into this First Amendment to include additional Betterments and increase the payment to the Mobility Authority for the additional Betterments.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants set forth below, the City and the Mobility Authority, hereby amend the Interlocal Agreement as follows:

**II.
AMENDMENTS**

2.01. From and after the date of this First Amendment, all references in the 183 South project to the “Interlocal Agreement” shall mean and refer to the Interlocal Agreement for the Adjustments of City of Austin Water and Wastewater System Utilities in Connection with the Bergstrom Expressway (183 South) Project as amended by this First Amendment.

2.02 Exhibit "A" to the Interlocal Agreement - Funding and Contributions is hereby replaced by the new **Exhibit "A" entitled "Amended Funding and Contributions"** to reflect the costs for additional Betterments and City's total pay-out to Mobility Authority for additional Betterments, which new Exhibit A is attached hereto.

2.03. A new Exhibit "E" entitled List of Additional Betterments in the form attached to this First Amendment, is hereby added as an additional Exhibit to the Interlocal Agreement.

**III.
GENERAL CONDITIONS**

3.01. Effect of First Amendment. The terms and conditions of the Interlocal Agreement are incorporated by reference for all purposes. Except as specifically amended and modified by this First Amendment, the parties hereby agree that the terms and conditions of the Interlocal Agreement remain in full force and effect as written.

3.02. Duplicate Originals. This First Amendment may be executed in duplicate originals, each of equal dignity.

3.03. Effective Date. This First Amendment will be effective from and after the date of execution by the City and the Mobility Authority.

IN WITNESS WHEREOF, the authorized representatives of the City and the Mobility Authority, have executed this First Amendment, as of the date(s) indicated below.

[Signature Pages to Follow]

Approved as to form:

Maria Sanchez
Maria Sanchez
Assistant City Attorney

CITY OF AUSTIN:

By: Robert Goode
Robert Goode
Assistant City Manager

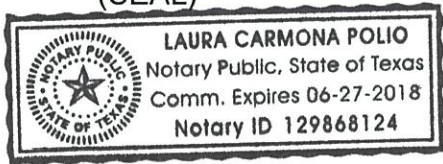
THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

THIS INSTRUMENT was acknowledged before me on this 29th day of August, 2017, by Robert Goode, Assistant City Manager of the City of Austin, Texas, a municipal corporation, on behalf of said municipal corporation.

(SEAL)



Laura Carmona Polio
Notary Public, State of Texas

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: Mike Heiligenstein

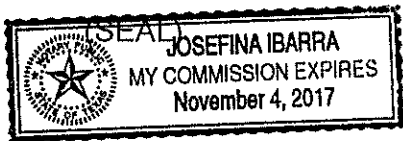
Name: Mike Heiligenstein

Title: Executive Director

THE STATE OF Texas §

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 7th day of September, 2017, by Mike Heiligenstein, Executive Director on behalf of Central Texas Regional Mobility Authority.



[Signature]
Notary Public, State of Texas

EXHIBIT "A" - Amended Funding and Contributions

	<u>CITY to CTRMA</u>	<u>CTRMA to CITY</u>
NEGOTIATED LUMP SUM COSTS FOR BETTERMENTS		
Construction Costs for Betterments	\$ 9,705,504.02	
Easements Costs for Betterments	\$ 400,580.76	
Subtotal:	<u>\$ 10,106,084.78</u>	
PREVIOUSLY EXPENDED INDIRECT COSTS FOR CITY RELATED TO UTILITY RELOCATIONS		
Engineering/PM/Easement Acq./AWU Design Review/Coordination with CTRMA and DB Contractor		\$ 1,989,393.75
Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25%		<u>\$ (497,348.44)</u>
Subtotal:		<u>\$ 1,492,045.31</u>
PROPOSED LUMP SUM INDIRECT COSTS FOR CITY RELATED TO UTILITY RELOCATIONS		
Design Reviews and Engineering/Field Support/Administrative (Austin Water Utility, Public Works)		\$ 529,974.00
Easement Acquisition (Office of Real Estate)		\$ 189,760.00
Construction Inspection (Public Works)		<u>\$ 904,040.00</u>
		\$ 1,623,774.00
Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25%		<u>\$ (405,943.50)</u>
Subtotal:		<u>\$ 1,217,830.50</u>
Project Management (Public Works)		<u>\$ 446,160.00</u>
Subtotal:		<u>\$ 446,160.00</u>
PROPOSED LUMP SUM INDIRECT COSTS FOR PERMITTING		
Permitting Assistance		
(Development Services Department)		\$ 260,000.00
(Austin Transportation Department)		<u>\$ 50,000.00</u>
		\$ 310,000.00
Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25%		<u>\$ (77,500.00)</u>
Subtotal:		<u>\$ 232,500.00</u>
Total:	<u>\$ 10,106,084.78</u>	<u>\$ 3,388,535.81</u>
City of Austin Cost Responsibility for Betterments		\$ 10,106,084.78
CTRMA Cost Responsibility for City indirect costs related to Non-Betterment Relocations		<u>\$ (3,388,535.81)</u>
Initial Pay-out to CTRMA for Project Utility Relocations		<u>\$ 6,717,548.97</u>
Additional Betterments added in ILA Amendment 1 (Exhibit E)		\$ 1,009,999.64
Total Pay-out to CTRMA for Project Utility Relocations		<u>\$ 7,727,548.61</u>

EXHIBIT "E" - List of Additional Betterments

<u>CITY OF AUSTIN REQUESTED BETTEREMENTS</u>	<u>Amount</u>
Proposed 72" wastewater line highway crossing to replace existing 60-inch and 42-inch wastewater lines	\$ 1,009,999.64
Total Cost of Requested Betterments payable to CTRMA	\$ 1,009,999.64

Amendment No. 2

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

RESOLUTION NO. 19-044

**APPROVING AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT
WITH THE CITY OF AUSTIN FOR UTILITY BETTERMENTS ON THE
BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT**

WHEREAS, by Resolution No. 15-049, dated July 29, 2015, the Board of Directors authorized the Executive Director to execute a design-build contract with Colorado River Constructors for design and construction of the Bergstrom (183 South) Expressway Project ("Project"); and

WHEREAS, under the terms of the design-build contract, Colorado River Constructors is bound to adjust and relocate utilities that are within the jurisdiction of the City of Austin, including betterments as requested by the City of Austin; and

WHEREAS, by Resolution No. 16-018, dated March 30, 2016, the Board of Directors authorized the Executive Director to execute an Interlocal agreement with the City of Austin, identifying roles and responsibilities of the parties involved, including payment obligations for utility betterments requested by the City of Austin; and

WHEREAS, by Resolution No. 17-049, dated September 6, 2017, the Board of Directors authorized and directed the Executive Director to negotiate and execute Amendment No. 1 to the Interlocal Agreement with the City of Austin to incorporate and provide funding for the City of Austin's requested wastewater betterments and Little Walnut Creek; and

WHEREAS, the City of Austin has requested additional betterments, including upgrades and new infrastructure not included in the Interlocal Agreement or Amendment No. 1; and

WHEREAS, the Executive Director and the City of Austin have negotiated Amendment No. 2 to the Interlocal Agreement to include an additional lump sum payment from the City of Austin in the amount of \$206,167.22 for the additional betterments to be installed by the Mobility Authority, which is attached hereto as Exhibit A; and

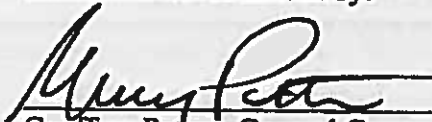
WHEREAS, the Executive Director recommends approval of proposed Amendment No. 2 to the Interlocal Agreement with the City of Austin in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Amendment No. 2 to the Interlocal Agreement with the City of Austin for utility betterments on the Bergstrom (183 South) Expressway Project; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute Amendment No. 2 to the Interlocal Agreement with the City of Austin in the form or substantially the same form as is attached hereto as Exhibit A.

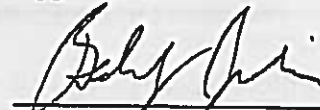
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 11th day of September 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Bobby Jenkins
Chairman, Board of Directors

EXHIBIT "A1" - Amended Funding and Contributions

	<u>CITY to CTRMA</u>	<u>CTRMA to CITY</u>
NEGOTIATED LUMP SUM COSTS FOR BETTERMENTS		
Construction Costs for Betterments	\$ 9,705,504.02	
Easements Costs for Betterments	\$ 400,580.76	
Subtotal:	<u>\$ 10,106,084.78</u>	
PREVIOUSLY EXPENDED INDIRECT COSTS FOR CITY RELATED TO UTILITY RELOCATIONS		
Engineering/PM/Easement Acq./AWU Design Review/Coordination with CTRMA and DB Contractor		\$ 1,989,393.75
Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25%		\$ (497,348.44)
Subtotal:		<u>\$ 1,492,045.31</u>
PROPOSED LUMP SUM INDIRECT COSTS FOR CITY RELATED TO UTILITY RELOCATIONS		
Design Reviews and Engineering/Field Support/Administrative (Austin Water Utility, Public Works)		\$ 529,974.00
Easement Acquisition (Office of Real Estate)		\$ 189,760.00
Construction Inspection (Public Works)		\$ 904,040.00
		<u>\$ 1,623,774.00</u>
Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25%		\$ (405,943.50)
Subtotal:		<u>\$ 1,217,830.50</u>
Project Management (Public Works)		\$ 446,160.00
Subtotal:		<u>\$ 446,160.00</u>
PROPOSED LUMP SUM INDIRECT COSTS FOR PERMITTING		
Permitting Assistance		
(Development Services Department)		\$ 260,000.00
(Austin Transportation Department)		\$ 50,000.00
		<u>\$ 310,000.00</u>
Credit Adjustment for New Infrastructure against Proposed Indirect Costs - 25%		\$ (77,500.00)
Subtotal:		<u>\$ 232,500.00</u>
Total:	<u>\$ 10,106,084.78</u>	<u>\$ 3,388,535.81</u>
City of Austin Cost Responsibility for Betterments		\$ 10,106,084.78
CTRMA Cost Responsibility for City Indirect costs related to Non-Betterment Relocations		<u>\$ (3,388,535.81)</u>
Initial Pay-out to CTRMA for Project Utility Relocations		\$ 6,717,548.97
Additional Betterments added in ILA Amendment 1		\$ 1,009,999.64
Additional Betterments added in ILA Amendment 2 (Exhibit E)		\$ 206,167.22
Total Pay-out to CTRMA for Project Utility Relocations		<u>\$ 7,933,715.83</u>

EXHIBIT "E1" - List of Additional Betterments

CITY OF AUSTIN REQUESTED BETTERMENTS

	Amount
Pressure Point #23	\$ 84,547.00
New 24" Gate Valve	\$ 40,767.04
Upsize WL 41-1 from 8" to 12"	\$ 14,370.84
NXP Water Connection Improvements	\$ 66,482.34
Total Cost of Requested Betterments payable to CTRMA	\$ 206,167.22

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR THE ADJUSTMENTS OF CITY OF AUSTIN WATER AND WASTEWATER SYSTEM UTILITY IN CONNECTION WITH THE BERGSTROM EXPRESSWAY (183) PROJECT

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT (the "Second Amendment") is made and entered into by and between the City of Austin, a Texas home-rule city (the "City") and the Central Texas Regional Mobility Authority (the "Mobility Authority" and together with the City the "Parties")

I.
RECITALS:

1. WHEREAS, on December 17, 2015, the City Council for the City of Austin (the "Council") authorized the negotiation and execution of an interlocal agreement with the Mobility Authority for the relocation and improvement of water and wastewater utilities related to the Mobility Authority's Bergstrom Expressway (183 South) project (the "Relocation and Improvements") for the amount of \$6,717,549 plus a contingency amount of \$1,010,608, for a total agreement amount not to exceed \$7,728,157.

2. WHEREAS, on July 1, 2016, the Parties executed an interlocal agreement (the "Interlocal Agreement") that set forth agreed terms for the design and construction of the Relocation and Improvements.

3. WHEREAS, on September 7, 2017, the Parties executed a first amendment to the Interlocal Agreement (the "First Amendment") related to additional betterments requested by the City to include an additional lump sum payment to the Mobility Authority of \$1,009,999.64, an amount authorized by the Council's November 19, 2015, action authorizing the negotiation and execution the Interlocal Agreement.

4. WHEREAS, on November 9, 2017, the Council authorized the negotiation and execution of a second amendment to the Interlocal Agreement to increase the project amount by \$650,031.78 and add an additional contingency amount of \$537,806.22 for a total contract amount not to exceed \$8,915,995.

5. WHEREAS, the City is requesting that additional betterments be installed by the Mobility Authority including upgrades and new infrastructure (the "Additional Betterments").

6. WHEREAS, the City and the Mobility Authority now desire to enter into this Second Amendment to include the Additional Betterments and increase the lump sum payment to the Mobility Authority by \$206,168.

7. WHEREAS, payment for the Additional Betterments is authorized by the Council's November 9, 2017, action related to the authorization and negotiation of a second amendment to the Interlocal Agreement.

8. NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants set forth below, the Parties hereby amend the Interlocal Agreement as follows:

II.
AMENDMENTS

1. From and after the Effective Date of this Second Amendment, all references in the 183 South project to the "Interlocal Agreement" shall mean and refer to the Interlocal Agreement for the Adjustments of City of Austin Water and Wastewater System Utilities in Connection with the Bergstrom Expressway (183 South) Project as amended by the First Amendment and this Second Amendment.

2. Exhibit "A" to the Interlocal Agreement entitled Funding and Contributions is hereby amended by the new Exhibit "A1" entitled "Amended Funding and Contributions" in the form attached to this Second Amendment. From and after the Effective Date of this Second Amendment, all references in the Interlocal Agreement to Exhibit A shall mean and refer to Exhibit A as amended by Exhibit A1.

3. A new Exhibit "E1" entitled List of Additional Betterments, in the form attached to this Second Amendment, is hereby added as an additional exhibit to the Interlocal Agreement.

III.
GENERAL CONDITIONS

1. The terms and conditions of the Interlocal Agreement are incorporated by reference for all purposes. Except as specifically amended and modified by the First Amendment and this Second Amendment, the parties hereby agree that the terms and conditions of the Interlocal Agreement remain in full force and effect as written.

2. This Second Amendment may be executed in duplicate originals, each of equal dignity.

3. This Second Amendment becomes effective from and after the date when it is signed by the last party whose signing makes this Second Amendment fully executed (the "Effective Date").

[The remainder of this page is intentionally blank. The signature page follows]

IN WITNESS WHEREOF, the authorized representatives of the City and the Mobility Authority, have executed this Second Amendment, as of the date(s) indicated below.

Approved as to form: CITY OF AUSTIN:

By: [Signature]
Name: JOAN CRIBAN

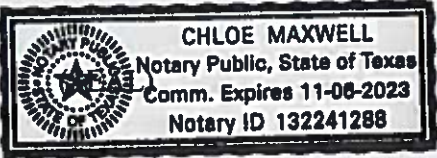
Title: Assistant City Attorney

By: [Signature]
Name: Gina W. Fiandaca

Title: Assistant City Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 18 day of December, 2019, by Gina Fiandaca, Assistant City Manager of the City of Austin, Texas, a municipal corporation, on behalf of said municipal corporation.



[Signature]
Notary Public, State of Texas

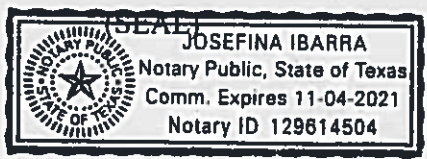
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: [Signature]
Name: Mike Heiligenstein

Title: Executive Director

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 26th day of September, 2019, by Mike Heiligenstein, Executive Director on behalf of Central Texas Regional Mobility Authority.



[Signature]
Notary Public, State of Texas



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021
AGENDA ITEM #9

Executive Director Board Report

Strategic Plan Relevance: Regional Mobility
Department: Executive
Contact: James M. Bass, Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Project Description/Background:

Executive Director Report.

- A. Agency performance metrics.
- B. New employee introductions.

Backup provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021
AGENDA ITEM #10

Executive Session

Executive Session:

Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021
AGENDA ITEM #11

Executive Session

Executive Session:

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021
AGENDA ITEM #12

Executive Session

Executive Session:

Discuss personnel matters as authorized by §551.074 (Personnel Matters).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 15, 2021
AGENDA ITEM #13

Adjourn Meeting

Adjourn Board Meeting.