

TOLL SYSTEM IMPLEMENTATION AGREEMENT

THIS TOLL SYSTEM IMPLEMENTATION AGREEMENT (the "Agreement") is made this 16th day of July, 2014, (the "Effective Date") by and between the Fort Bend County Toll Road Authority, a Texas Local Government Corporation, (the "Authority"), and TransCore, LP, a Delaware Limited Partnership (the "Contractor").

WHEREAS, the Contractor has reviewed available designs and documentation on the Fort Bend Parkway and Westpark Tollway and has submitted its proposal dated July 15, 2014 (the "Proposal"); and

WHEREAS, the Authority has determined that the Proposal provides the best value for the Authority; and

WHEREAS, the AUTHORITY desires to purchase from the Contractor and the Contractor desires to design, install and test the Toll Collection Systems, pursuant to the terms and conditions of this Agreement, for five tolling segments (three on Fort Bend Parkway and modifications to the existing two gantries on the Westpark Tollway), each referred to as a "Segment" and collectively as the "Segments";

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Authority and the Contractor hereby agree as follows:

Article I: Definitions

Section 1.01. Scope of Work. The Scope of Work is described in **Attachment A**.

Compensation for the Scope of Work is in accordance with Article II below and the Scope of Work is to be performed by Contractor as directed by the Authority or its designated representative, Mike Stone Associates, Inc. (the "Manager"). During the term of this Agreement, Contractor or Authority may recommend certain additions or changes to the Scope of Work. In such case, the additions or changes shall be submitted to the Authority for approval in the form of a new change order. Contractor shall not deviate from the Scope of Work, except as permitted by Section 4.02.

Section 1.02. Responsibility Matrix. The Responsibility Matrix is described in **Attachment A-1**.

The work included in the Responsibility Matrix is to be performed by Contractor as directed by the Authority or its designated representative, Mike Stone Associates, Inc. (the "Manager"). During the term of this Agreement, Contractor or Authority may recommend certain additions or changes to the Responsibility Matrix. In such case, the

additions or changes shall be submitted to the Authority for approval in the form of a new change order. Contractor shall not deviate from the Responsibility Matrix, except as permitted by Section 4.02.

Section 1.03. Performance Matrix. The Performance Matrix is described in **Attachment A-2**.

The work included in the Performance Matrix is to be performed by Contractor as directed by the Authority or its designated representative, Mike Stone Associates, Inc. (the "Manager"). During the term of this Agreement, Contractor or Authority may recommend certain additions or changes to the Performance Matrix. In such case, the additions or changes shall be submitted to the Authority for approval in the form of a new change order. Contractor shall not deviate from the Performance Matrix, except as permitted by Section 4.02.

Article II: Agreement, Pricing and Payment Terms

Section 2.01. Agreement. The Contractor shall perform the Scope of Work in **Attachment A** pursuant to the terms and conditions of this Agreement and within the "Delivery Schedule" shown in **Attachment B**.

Section 2.02. Compensation for Scope of Work. The Maximum Compensation for the Scope of Work under this Agreement is \$4,176,000.00. The amount paid under this agreement may not exceed the Maximum Compensation without an approved written supplement, change order, or amendment to this Agreement executed by the Parties.

Section 2.03. Progress Payments. The Authority will pay the Contractor in the amounts as the milestone tasks are completed as shown on **Attachment A**. Contractor shall submit an application for progress payment to the Authority in accordance with Section 2.04 showing the Scope of Work completed. Final payment is addressed in Section 4.03.

Section 2.04. Invoicing. Contractor shall submit detailed applications for progress payments in a form prescribed by the Authority's Manager to:

Mike Stone Associates, Inc.
Attn: Mike Stone
19875 Southwest Freeway, Suite 270
Sugar Land, TX 77479

The Authority's Manager will review the applications and determine whether the milestone task has been completed. The Authority's Manager will recommend a full or partial payment within fourteen (14) days of receipt of completed application. Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the

Authority.

Article III: Term and Termination

Section 3.01. Term. It is understood and agreed that the time for Contractor's performance of the Scope of Work under this Agreement shall begin with the Effective Date and end one year after Final Acceptance.

Section 3.02. Events of Default. The following are specific events of default, but does not limit the events of default to those items specifically listed:

By Contractor:

1. Material failure to perform the Scope of Work or any part thereof within the Delivery Schedule if such failure is partially or solely attributable to the Contractor.
2. The voluntary or involuntary commencement of bankruptcy proceedings against the Contractor.
3. Material failure to provide the proper manpower or equipment to perform the Scope of Work within the Delivery Schedule.
4. The filing of any lien against the equipment included in the Scope of Work or the Authority's property.

By Authority:

1. Failure to make payments for the work in accordance with Section 2.03.

Section 3.03. Default by Contractor. In the event the Contractor defaults or neglects to carry out the Scope Work in accordance with the Agreement Documents and fails within a ten-day period after receipt of written notice from the Authority to commence and continue correction of such default or neglect with diligence and promptness, the Authority may, without prejudice to other remedies the Authority may have, correct such deficiencies, provided the Contractor has not cured the default or neglect within the cure period in Section 3.04. However, if the Contractor is unable to cure the alleged default because such cure is beyond the control of the Contractor, the Contractor shall provide written notice of the conditions beyond its control and the necessary actions required to correct those conditions. In such case the Authority may offset from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Authority's expenses and compensation for its consultants' additional services made necessary by such default, neglect or failure (the "Cost to Cure"). If payments then or thereafter due the Contractor are less than the Cost to Cure, the Contractor shall pay the difference to the Authority.

Section 3.04. Termination. Either party may terminate this Agreement with cause after giving the other party ninety (90) days written notice of the alleged default and that default is not cured within the 90-day period. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

(a) Upon such termination, the Authority shall compensate the Contractor for the Scope of Work provided under this Agreement prior to its termination and which has not been previously invoiced to the Authority. The Contractor's final invoice for said Scope of Work will be presented to and paid by the Authority in the same manner set forth in Section 2.01, above, provided, however, the Authority may offset from that payment any damages incurred, by providing cost backup to Contractor to verify all incurred damages, or reasonably anticipated to be incurred as a result of the Contractor's default.

(b) The Authority'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 and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the 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.

(c) Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the Authority within thirty (30) days, when and if this Agreement is terminated.

Article IV: Design, Installation, Acceptance, and Testing

Section 4.01. Design. Any payment application, drawing, report, manual, or other data submitted to the Authority's Manager for review shall be approved or disapproved within fourteen (14) calendar days of receipt. If the item is disapproved, then the Authority's Manager will provide detailed comments that define the nature and extent of the deficiency and the type of remedial action expected. If the Authority's Manager does not approve or disapprove within fourteen (14) calendar days, or if the Authority's Manager's comments are not received within the fourteen (14) day period, then the Delivery Schedule will be extended commensurately.

This Agreement provides for submission of one (1) draft for comments, and one (1) final submittal of the documents and manuals. If the Authority's Manager requires additional submittals, equitable adjustments to the schedule and/or price will be

handled through change orders to this Agreement.

Section 4.02. Change Orders and Approval of Minor Changes.

(a) The Authority may, at any time by written notice and without notice to sureties or assignees, make minor changes within the Scope of Work, including in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; (iv) Delivery Schedule, (v) or other changes as may be agreed to by both parties in writing.

Should any such change increase or decrease the cost and/or the time required for performance of this Agreement, the Contractor must notify the Authority within five (5) days of receiving notice of the change from the Authority. Upon receipt of such notice from the Contractor, the Authority will negotiate an equitable adjustment in the price, delivery schedule or both. The request for adjustment should include charges for redundant material, work in process and any other costs involved.

Any claim for cost associated with a change in the Scope of Work or Delivery Schedule of the work shall be negotiated between Contractor and the Authority. Adjustments to price shall be computed by agreement of a fixed price. The Authority may request that Contractor submit a written proposal indicating the price at which Contractor would be willing to perform certain changes in the work as described by the Authority. Upon receipt of such a request, Contractor shall prepare and submit such proposal promptly, but no later than thirty (30) business days. If Contractor and the Authority agree in writing as to the price to be paid to Contractor for the work changes, this Agreement shall be deemed amended in accordance therewith.

(b) The Contractor may, at any time by written notice to the Authority's Manager, request a change order to the Scope of Work. Upon receipt of such notice from the Contractor, the Authority will consider an equitable adjustment in the price, Delivery Schedule or both. The request for adjustment should include charges for redundant material, work in process and any other costs involved. If Contractor and the Authority agree in writing as to the price to be paid to Contractor for the work changes, this Agreement shall be deemed amended in accordance therewith.

Section 4.03. Acceptance and Transfer of Ownership

(a) Notice of Completion of Individual Segments. Upon completion of the Scope of Work for each Segment, with the exception of the final Segment to be completed (the "Final Segment"), Contractor shall give the Manager written notice that the Scope of Work for that Segment has been fully and finally completed and must certify that the Scope of Work is complete and was built in conformance with the Agreement Documents.

(b) Notice of Completion of the Final Segment. Upon completion of the Scope of Work for the Final Segment, such that all Segments are complete, Contractor shall give the Manager written notice that the Scope of Work for all Segments has been fully and finally completed and must certify that the Scope of Work is complete and was built in conformance with the Agreement Documents. Such written notice must be accompanied by all documentation called for in the Agreement Documents, including the consent of surety to final payment. Contractor shall also furnish like certifications from any subcontractors who performed the Scope of Work on the Toll Collection System. Subcontractor certifications shall be limited to that Scope of Work actually performed by the subcontractor.

(c) Final Acceptance and Payment. Upon receiving notice of completion of each segment, and if the Manager finds that the Scope of Work has been completed in accordance with the Agreement Documents, the Authority will accept the equipment for each segment in writing. For the Final Segment, the Contractor shall prepare a final statement of the value of all Scope of Work performed and materials furnished under the terms of the Agreement Documents and shall submit the final statement to Manager for the Authority's approval. Upon receipt from the Contractor of the approved final statement and all other documents required by the Contract Documents for final payment, the Manager shall issue to the Authority a certificate of completion and Contractor-approved final statement of the value of the Scope of Work performed. The Authority shall thereafter accept the Segments (the "Final Acceptance Date") and shall pay to the Contractor on or before the 46th day after the date of the certificate of completion the balance due Contractor under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this Agreement.

(d) Transfer of Title Risk of Loss. As of the Final Acceptance Date of each segment, ownership and title to, including risk of loss of the Toll Equipment shall transfer to the Authority and it shall be automatically deemed and considered that Contractor has conveyed and transferred the Toll Equipment, including all other rights and interests associated with the Toll Equipment, without the need for any further action or execution of any document; provided, however, if requested by the Authority, Contractor shall execute any documents reasonably requested by the Authority to evidence same. Prior to such acceptance, risk of loss of the Toll Equipment will remain with the Contractor.

Article V: Software and Proprietary Information

Section 5.01. Software Licensing. All Contractor owned and developed software will be provided in accordance with Contractor's Standard License Agreement, attached as **Attachment C**. To the extent escrow of Contractor owned or developed software source code is required, Integrator's Standard Escrow Agreement shall apply. Contractor shall retain title and rights for any developed or customized software under this Agreement. The Authority shall have licensed rights to utilize all or any portion of the developed or customized software on a non-exclusive, royalty-

free basis for its own internal business purposes, including the use of such software pursuant to any agreement between the Authority and any other agency or political subdivision of the state. Any purchased Commercial Off The Shelf (COTS) or third party software provided under this Agreement shall be in the name of the Authority, so that the Authority may be made the licensee of such software subject to the standard terms and conditions of the COTS or third party license agreements. Commercial Off The Shelf (COTS) or third party software source code is excluded from escrow requirements.

Section 5.02. Proprietary Information. The Parties shall retain exclusive ownership of any of their Proprietary Information, and any designs, discoveries, inventions, patents, patentable ideas, and other intellectual property rights that are developed. Contractor shall license back rights to the Authority for the Authority's internal business purposes, including the use of such software pursuant to any agreement between the Authority and any other agency or political subdivision of the state, on a non-exclusive, royalty free basis.

All drawings, technical manuals, software, and other technical data provided by the Contractor pursuant to this Agreement is the proprietary information of the Contractor provided it is clearly labeled as such and shall not be resold or used or disclosed for any purpose other than in connection with the use of the goods and services provided hereunder. If a Party discloses such proprietary information to a third party for a use authorized under this Agreement, prior to such disclosure, the Party shall require such third party to execute a confidentiality agreement in a form acceptable to Integrator. The Parties acknowledge that any unauthorized use or disclosure of such proprietary information may cause irreparable harm. If the Parties violate the provisions of this paragraph, the injured Party will be entitled to obtain equitable relief to protect its interests herein, including, but not limited to, injunctive relief, as well as monetary damages. Contractor acknowledges and agrees that the Authority is subject to the Texas Public Information Act ("TPIA") and may be required to disclose proprietary information pursuant thereto. Contractor is required to clearly label all documents considered "proprietary," as defined in the TPIA. Prior to the release of any such proprietary information in response to a TPIA request, the Authority shall provide written notification as required by the TPIA to the Contractor in order to provide the Contractor an opportunity to assert its rights to the Attorney General under the TPIA to prevent the release of such information.

Article VI: General Conditions

Section 6.01. Contractor's Duties. Contractor covenants with the Authority to furnish its best skill and judgment in performing the Scope of Work for the Authority. Contractor agrees to furnish efficient business administration and superintendence and to use its best reasonable efforts to furnish at all times an adequate supply of workmen, materials, and equipment, and to perform the Scope of Work in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in

performing the Scope of Work, using the degree of care and skill that a prudent person in the same or similar profession would use. Contractor agrees to comply with the Proposal submitted to perform these services.

Section 6.02. Relationship of Authority and Contractor. Contractor has been retained by the Authority for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Authority approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Authority during the term of this Agreement is that of an independent contractor. The relationship between the Authority and Contractor is not exclusive.

Section 6.03. Performance and Payment Bond. Contractor shall furnish a performance and payment bond in an amount equal to the Maximum Compensation as security for the faithful performance and payment of all of Contractor's obligations under this Agreement. These bonds shall remain in effect until completion of the Final Acceptance Date of the System Installation/Integration Phase. Upon Final Acceptance, the performance and payment bonds will be returned to the Contractor. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. Sureties must have a minimum Best's Key Rating of "B+". The person executing the bonds must be authorized by the surety company to execute the bonds on behalf of the company in the amount of the Maximum Compensation and such authorization must be recorded in the files of the Texas Department of Insurance. The Agreement shall not be in effect until such bond has been provided by the Contractor and accepted by the Authority.

Section 6.04. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Authority evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Agreement. Copies of each policy shall be furnished to the Authority upon the Authority's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Authority or others. Cancellation or expiration of any of said insurance policies shall not preclude the Authority from recovery thereunder for any liability arising under this Agreement.

Contractor shall obtain insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas and that meet the requirements as shown in **Attachment D**.

AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS

OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY, INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, BROUGHT BY ANY OF CONTRACTOR'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

Section 6.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 6.06. Agreement Documents. This Agreement includes **Attachments A, A-1, A-2, B, C, and D**, and all amendments thereto, all of which are incorporated herein by reference and are made a part hereof (together such documents, are referred to herein as the "Agreement Documents"). Any changes and/or additions made to the Agreement Documents as a result of negotiations with the Authority shall be included as part of this Agreement and attached hereto as an Attachment. In the event of a conflict within the Agreement Documents, the order of prevailing precedence shall be as follows:

1. The Agreement, as amended;
2. Attachments to the Agreement, Change Orders and amendments and all Attachments and attachments thereto;
3. Contractor proposal dated July 12, 2012;
4. Scope of Services described in the Request for Qualifications (RFQ) dated May 29, 2012;

Notwithstanding the order of precedence set forth above, in the event of a conflict within documents of the same priority (for instance, between **Attachments A and B**), the Authority's Manager shall have the right, in its sole discretion, to determine which provision applies. If Contractor disagrees with the Authority's Manager's determination, the Contractor will provide the Authority's Manager with written notice of its protest, proceed with the steps necessary to comply with that determination under protest, and preserve any rights to seek additional compensation.

Section 6.07. Compliance with Regulatory Requirements. Contractor must comply with all applicable federal, state, county, and city rules, regulations and laws, and any codes which may apply to the Scope of Work being provided. Contractor will obtain all permits and licenses required to perform the Scope of Work and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Scope of Work.

Section 6.08. Inspection and Audits. The Authority and its duly authorized representatives shall have the right to inspect and audit, at its expense, the Scope of Work being performed hereunder at any time. Contractor shall maintain usual and customary books and records for the type and scope of operations of business in which it is engaged, in connection with any and all Scope of Work performed hereunder and to maintain such books, payrolls, and records for at least four years after the Term of this Agreement expires (i.e., four years after Warranty Period). The Authority and its duly authorized representatives shall have the right to audit such books, payrolls, and records related to the Scope of Work at any reasonable time or times. Notwithstanding the foregoing and any other provision, any audit and examination of books, payrolls, and records shall not be for the purpose of downward adjustment of fixed price or lump sum or unit price items, nor adjustment to rate structure or indirect rates, and are for the purpose of verifying performance, and inadvertent payments, if any, nor shall Contractor's cost information for such work be required to be reported. Contractor's confidential or proprietary information generated or developed incidental to contract management and administration are not deemed deliverables or work for hire under this Agreement, and subject to disclosure restrictions under Section 5.02.

Section 6.09. Warranty and Warranty Period. The Contractor expressly warrants that (1) the design and manufacture of the Toll Equipment and software, and (2) the Toll Collection System, will perform to the specifications described in **Attachment A**, the Scope of Work for one year from the Final Acceptance Date of the System Installation/Integration Phase. Contractor shall transfer all manufacturers' warranties to the Authority.

Section 6.10. Disclaimer of Implied Warranties. The express warranties, if any, contained in this Agreement are the sole and exclusive warranties provided by the Contractor. The Contractor specifically disclaims any other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose beyond the specifications cited in Section 6.09, as well as any warranties alleged to have arisen from custom, usage, or past dealings between the parties.

Article VII: Miscellaneous

Section 7.01. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Authority, which shall be granted or denied in the Authority's sole discretion. The Authority may, at its sole option, assign all or a portion of its rights and obligations under this Agreement to Fort Bend County or to any entity chosen by Authority to construct any segment of the Fort Bend Grand Parkway.

Section 7.02. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

Section 7.03. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated including those by third parties that neither the contractor or the authority has control over; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 7.04. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 7.05. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and venue shall be in Fort Bend County.

Section 7.06. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 7.07. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority, including Fort Bend County, and Contractor and will not be construed to confer any benefit upon any other party. Further, it is specifically

agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party Beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage or other cause of action pursuant to the terms or provisions of this Agreement.

Section 7.08. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 7.09. Survival. Sections 6.03, 6.04, 6.09, and 7.13 shall survive the termination of this Agreement.

Section 7.10. Section Headings. Section Headings are included for section identification purposes only and are not to be considered Agreement terms.

Section 7.11. Notice Provisions. Notices under this Agreement and the Agreement Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile communication followed by a hard copy and with receipt confirmed by telephone, to those individuals designated by Contractor and the Authority from time to time in writing:

To Authority: Mr. Rich Muller
Muller Law Group
16555 Southwest Freeway, Suite 200
Sugarland, TX 77479

In addition, copies of all notices to proceed and suspension, termination and default notices forwarded by either Party shall be delivered to the following persons:

To TransCore: Mr. Whitt Hall
Vice President
4903 West Sam Houston Pkwy North, Suite A-300
Houston TX, 77479

Section 7.12. Disputes. Any controversy, claim or dispute arising out of, or related to this Agreement or any breach thereof may be settled amicably by the parties through

good faith negotiations to reach a mutually agreeable resolution of such Dispute within a reasonable period of time. If the good faith negotiations do not result in an acceptable settlement of the controversy, claim or dispute, then the matter may be resolved in a court of competent jurisdiction in the State of Texas.

Section 7.13. Limitation of Liability. The Contractor's total liability to the Authority for any and all liabilities arising out of or related to this contract, from any cause or causes, and regardless of the legal theory, including breach of contract, penalties, loss of revenue, loss of transaction data, warranty, negligence, strict liability, statutory liability, or any indemnification obligation, shall be limited to the Contractor's insurance coverage requirements set forth in Section 6.04. This limitation of liability shall only be valid if the Contractor has provided insurance coverage that is binding and enforceable by the Contractor or the Authority of the kind and type required by Section 6.04.

[EXECUTION PAGE FOLLOWS]

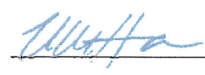
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

FORT BEND COUNTY TOLL ROAD
AUTHORITY

By: 
James D. Condrey, Chairman

Contractor:

TransCore, LP

By: _____

Name: Whitt Hall

Title: Senior Vice President

Attachments:

A - Scope of Work

A-1 - Responsibility Matrix

A-2 - Performance Matrix

B - Schedule

C - Software License

D - Insurance Requirements

Attachment A
Scope of Work

General Description

Fort Bend County Toll Road Authority (FBCTRA) is installing and operating a new all electronic toll collection system on the Fort Bend Parkway, and on the portion of Westpark Tollway located in Fort Bend County, Texas. The work to be performed by TransCore under this scope of services includes the provision of toll system installation, operation and maintenance services for Fort Bend County Toll Road Authority. The toll system will be installed on two (2) Westpark Tollway main lane gantries at the existing toll locations and at three (3) mainline gantries at locations on the Fort Bend Parkway to be determined. Toll system operation and maintenance services are independent of the roadway construction itself.

Project Description

The Project shall include the design, procurement, implementation, system testing and one year warranty of a toll collection system meeting the specifics described in the Toll System Implementation Agreement of December 19, 2012 between Fort Bend Grand Parkway Toll Road Authority and TransCore LP. Installation of the system for the Ft. Bend Parkway and Westpark Tollway are independent of each other. There are two (2) existing tolling segments on Westpark (Peak Rd and Westmoor) and three (3) new toll plazas on the FT. Bend Parkway consisting of mainline plazas designated as Fondren, McHard Rd. and Lake Olympia. FBCTRA shall order each Tolling Segment from the System Integrator (Integrator) under the contract, and shall have the right to order more than one (1) Tolling Segment concurrently. Integrator shall manage, plan, execute, and control all aspects of the Project. Integrator shall coordinate and report to FBCTRA or its duly authorized representative all activities and shall document and report all Work in accordance with the contract.

The system installation process is independent of the roadway construction itself. This will be a single contract with phased notices to proceed (NTP) for toll system installation as construction at the individual tolling segments on each toll facility is completed. It is assumed that the duration from the initial Notice To Proceed (NTP) till completion of the last Site Installation Test (SIT) will last 246 days from July 28th, 2014 to March 31st, 2015.

Payments for the development of the toll system will be made to the integrator in the following categories:

Compensation

Mobilization	\$200,000.00
Project Management	\$122,000.00
System Design (Plans & Drawings)	\$138,000.00

Invoice upon delivery of drawings per segment for conduit and equipment

- i. Westpark Tolling Segment
 - a. Peek Rd.
 - b. Westmoor Dr.
- ii. Fort Bend Parkway
 - a. Lake Olympia Pkwy.
 - b. Fondren Rd.
 - c. McHard Rd.

Project Documentation - Invoice upon delivery of:	\$95,000.00
a. Test Plans (SIT & Operational)	
b. Delivery/review completion of typical drawings	
c. Project Management Plan (PMP)	
Westpark Tolling – Peek Rd.	\$794,700.00
a. Invoice 55% upon receipt of tolling equipment	
b. Invoice 40% upon Site Installation Test completion	
c. Invoice 5% upon completion of Corridor Operations Test	
Westpark Tolling – Westmoor Dr.	
a. Invoice 55% upon receipt of tolling equipment	\$794,700.00
b. Invoice 40% upon Site Installation Test completion	
c. Invoice 5% upon completion of Corridor Operations Test	
Fort Bend Parkway – Lake Olympia Pkwy.	\$538,000.00
a. Invoice 55% upon receipt of tolling equipment	
b. Invoice 40% upon Site Installation Test completion	
c. Invoice 5% upon completion of Corridor Operations Test	
Fort Bend Parkway – Fondren Rd.	\$538,000.00
a. Invoice 55% upon receipt of tolling equipment	
b. Invoice 40% upon Site Installation Test completion	
c. Invoice 5% upon completion of Corridor Operations Test	
Fort Bend Parkway – McHard Rd.	\$538,000.00
a. Invoice 55% upon receipt of tolling equipment	
b. Invoice 40% upon Site Installation Test completion	
c. Invoice 5% upon completion of Corridor Operations Test	
System Acceptance of Westpark Corridor	\$208,800.00
System Acceptance of Fort Bend Parkway Corridor	\$208,800.00

Total Compensation**\$4,176,000.00**

Section 1.02. Responsibility Matrix. The Responsibility Matrix is described in Attachment A-1

The work included in the Responsibility Matrix as the responsibility of the System Integrator is to be performed by Contractor as directed by the Authority or its designated representative, Mike Stone Associates, Inc. (the "Manager"). During the term of this Agreement, Contractor or Authority may recommend certain additions or changes to the Responsibility Matrix. In such case, the additions or changes shall be submitted to the Authority for approval in the form of a new change order. Contractor shall not deviate from the Responsibility Matrix, except as permitted by Section 4.02.

The following documents/requirements shall be submitted within thirty (30) days following the issuance of the notice to proceed. Each shall be reviewed and updated by the Integrator every thirty (30) days following the issuance of the notice to proceed.

- a. Prepare and deliver the draft Project Management Plan (PMP). Integrator's management approach shall be described within the Project Management Plan and provide all components of an effective and efficient management system.
- b. Develop a detailed Critical Path Method (CPM) schedule for the development and testing of the System that compliments the Authority's construction schedule for each Segment. Upon issuance of any Project Segments the Integrator shall revise and update the schedule to include the entire scope of Work.
- c. Prepare and deliver the Test Plan. Integrators plan shall at a minimum include the testing all components of the Project and the fully functional system. This document shall include plans for functional testing and performance testing, as applicable, during the Site Installation Test (SIT) and Operational Test. The Test Plan shall outline the particulars, such as the conditions of the test and the number of test runs planned in addition to the method of verification. Tentative dates for conducting the various tests shall be included in the Test Plan, as submitted by the Integrator.
- d. Participate in meeting and presentation with FBCTRA, consultants, and others as requested. The Integrator's attendance at such meetings and presentations may require travel at the Integrator's expense.
- e. Integrator shall also be responsible for coordinating its activities with FBCTRA, the Design Engineer, and other entities that are directly or indirectly impacted by the Work. Integrator shall be responsible for documenting and reporting all Work in accordance with the requirements of the contract.

Within ten (10) days of receipt of the Project Management Plan, the Integrator will conduct a Project Initiation Conference. The purpose of the conference shall include, but not be limited to:

- a. Introduce key personnel of the Integrator.
- b. Review the overall design of the Project as based on the Integrator's proposal and project requirements, including traffic control and lane closures.
- c. Review key aspects of the Project Management Plan and the initial program schedule.
- d. Review the preliminary requirements trace matrix and discuss any exceptions.
- e. Discuss early project coordination.

The Integrator shall cooperatively develop an agenda for the Project Initiation Conference. The Integrator shall develop and deliver a presentation and any documentation to support the review of the proposal and aspects of the work to be performed by the Integrator.

Hardware Requirements

Integrator shall provide all Hardware, Equipment and Software required for the Toll Collection System. The System design shall ensure a ten (10) year minimum service life. Equipment shall be designed, fabricated, and tested to ensure that it operates satisfactorily without material degradation for a minimum of ten years. Expendable and consumable materials and supplies will not be included in this requirement. All equipment, supplies, and materials for this system shall be new and unused, when installed.

All Tolling Segments shall be designed, installed, connected, and documented in a uniform manner. Uniform components shall be designed and configured for all Tolling Segments, as shown in **Exhibit A**. Each Tolling Zone Controller and other system components shall be configured identically, with the same boards in the same slots, the same hardware and software, the same data storage, and the same connectivity.

Housings and Cabinets

The material and finish for new housings and cabinets shall be environmentally resistant to outdoor highway environments with wide temperature fluctuations. A minimum of ten years' of service without additional painting or repairs is required. All cabinets and housings shall be fitted with required gaskets, grommets, and filters to

prevent dust, dirt, smoke, moisture, or other contaminants from entering the enclosures in accordance with the application in which the equipment is employed.

Wires and Cables

All electrical wires and cables shall be installed point to point with no interruptions. All cables shall be labeled on each end. There shall be no exposed wires or cables. All electrical wires shall be properly insulated and protected to prevent wear and abrasion.

All Work performed under this contract shall be in conformity with the current requirements of the following:

- a. National Electrical Contractors Association (NECA)
- b. Occupational Safety and Health Act (OSHA)
- c. National Fire Protection Association (NFPA)
- d. National Electric Code (NEC)
- e. National Electrical Manufacturers Association (NEMA)
- f. Institute of Electrical and Electronic Engineers (IEEE)
- g. Applicable Electronic Industries Association (EIA)
- h. Standards for Interface and Intercommunication Underwriters Laboratories (UL)

Tolling Segment Installation

The system installation process is dependent of the roadway construction itself. This will be a single contract with phased notices to proceeds (NTP) for toll system installation as construction at the individual tolling locations is completed. All work for this contract will need to be performed in accordance with the attached project schedule Attachment B. During installation and field-testing, the Integrator will have a full time installation manager on site to coordinate with the Authority and Integrator personnel.

The Integrator will be responsible for the following items:

- Integrator will provide cabinets, pull wire, and any other equipment required for the system (include power, cables, wiring, heating/HVAC, ventilation). Subject to site investigation, boring work for either fiber optic cabling or power service connections or relocations may be performed using the existing time and materials contract in place with the. Integrator shall be responsible for cabling

and conduit from the cabinets and onto the gantries.

- Integrator will provide as-built drawings, in an electronic format, within thirty (30) days of each segment acceptance by the Authority. As-built drawings will illustrate any changes to the original plans.
- Integrator will work with FBCTRA and IOP HUB team members to rename the existing plaza locations for each toll plaza.
- Integrator will obtain all required FCC licenses in the name of FBCTRA.
- All tolling segment components are required to run independently of each other recording toll transactions as required under the functional requirements of this RFQ.

Traffic Control and Lane Closures

Closures will be the responsibility of the Integrator to occur during non-peak hours (6:00 AM to 9:00 AM and 4:00 PM to 7:00 PM).

Prior to implementing any traffic control or lanes closures the Integrator shall provide FBCTRA a request defining the time and location of the lane closure a minimum of forty-eight (48) hours in advance of the closure being requested. FBCTRA will review and respond to the request a minimum of twenty-four (24) hours prior to the requested time.

Utilities

Integrator shall be responsible for the supply and installation of all cabling, and equipment, as necessary, to take power and communications from the utility access point(s) to the individual equipment items installed at the Tolling Segment. FBCTRA shall maintain responsibility for the billing and payment of all utilities on a Project Segment basis. Subject to site investigation, conduit boring needed to bypass the existing communications buildings on Westpark Tollway for either fiber or power may be performed on the existing time and materials contract in place with the Integrator.

Communications

Integrator shall be responsible for connecting to the existing fiber on both the Fort Bend Parkway and Westpark toll corridors. The Integrator shall also be responsible for tying existing fiber into a public communication provider to handle all communication needs. The Integrator shall be responsible for the coordination of said effort, including the maintenance of the fiber upon transition for both toll corridors. The aforementioned Communications scope of services shall be investigated, implemented, and maintained

via the existing time and materials fiber support contract already established with the Integrator. FBCTRA shall maintain responsibility for the billing and payment of all recurring communications costs to the Tolling Segments and Host location during the course of the Agreement.

Gantries

- Fort Bend Parkway. The toll system integrator will install tolling equipment on gantries to be provided by Fort Bend County Toll Road Authority. Upon completion of gantry construction toll system integrator will receive a notice to proceed with system installation at each toll plaza on the Fort Bend Parkway.
- Westpark Tollway. The toll system integrator will install tolling equipment on the four existing gantries currently located on the Westpark Tollway. System hangers and frames will be adapted to accommodate the use of the existing gantries and shall be the responsibility of the integrator.

Discount Program

The Integrator will be responsible for setting up a process to separate specific tag transactions based on a list of tag numbers to be provided by a third party. Using an agreed upon list format between the Integrator and the third party, the Integrator shall be able to receive the list daily, distribute the list to each lane within the toll system, and parse all tag transactions that match the list of provided tag numbers. The Integrator shall be able to report on the number of parsed transactions for each lane, and the associated toll amount for each transaction. Parsed transactions shall not be sent to the HUB or back office for further processing.

License Plate Lookup Service

The Integrator shall implement a lookup service that allows users the ability to access a protected website to lookup the disposition of a vehicle plate against the Tag Validation List (TVL)/License plate Validation List (LVL), as well as the Flagrant Violators List (FVL). Upon looking up the plate against said lists, the information shall be returned with one (1) of four (4) statuses, alerting the user as to the plate's status:

- GOOD - Plate/account in good standing with the issuing home authority
- ISSUE - Plate/account in bad standing with the issuing home authority
- NOT FOUND - Plate not found on either the TVL/LVL or FVL lists
- ALERT - Plate found on FVL

Specific details of these services can be found in **Exhibit B** "License Plate Lookup Service"

Classification Systems

Classification loops will be installed on the existing lanes currently in use on both the Fort Bend Parkway and Westpark Tollway.

Site Installation Test (SIT)

The Integrator shall perform a SIT that includes a series of baseline test procedures to demonstrate functionality of the roadside System, in an unambiguous fashion. The intention of SIT is to validate functionality of each installed Toll Segment once it is installed. SIT validation will be performed on a segment-by-segment basis. All roadside functional requirements of the System, including external interfaces, are to be validated during the SIT. Conditions of the test shall include items, such as lighting, type of vehicle, and the speed and movement of the vehicles through the Toll Segment (left to right, straddling lanes, vehicle speed, and mix of vehicles with and without tags).

During the SIT, the processing of transactions shall verify that no information is missing and validate related business rules for the data (i.e., automatic operations in the application to check for duplicates). Exceptions shall be flagged and provisions to modify transactions as data errors are detected shall be provided.

The SIT shall include correlation testing of platoons of closely spaced vehicles, classification of various vehicle sizes, vehicles changing lanes, straddling, vehicles driving in the shoulder, and some vehicles with and some without tags to verify that the System correctly identifies and captures images of the vehicles without transponders. This identification shall be accomplished without recourse to the use of license plate numbers of the test vehicles.

Since the individual Segments will open upon completion, the Host interface to the Interoperable HUB shall be tested in accordance with the accepted ICD during each SIT.

As a result of the environment and the time in which this work will be done, SIT testing will be performed at all locations under live traffic. Testing will be performed during non-peak hours (6:00 AM to 9:00 AM and 4:00 PM to 7:00 PM) to help ensure driver safety, and allow for more room to perform specific tests related to the agreed upon test scripts.

FBCTRA shall be allowed to witness the testing, and the Integrator shall have the responsibility to perform the testing. The testing shall provide sufficient confidence to FBCTRA, in its sole determination, that the Integrator's installed System meets FBCTRA

operational requirements, standards and performance criteria, and is ready for the Commissioning and operational tests.

If there are any failures or anomalies in conducting any test step, the Integrator shall take the necessary corrective action and the test shall be repeated. In the case that corrective action is undertaken by the Integrator, it shall perform any necessary regression testing to ensure that such corrective action has not adversely affected the system's ability to pass previously conducted test steps. If necessary this process shall continue until success is achieved.

The Integrator shall provide the required support personnel and any necessary test vehicles and test equipment (e.g. test transponders). Testing shall be conducted in accordance with the Project Schedule, the final approved Test Plan, and final approved SIT procedures. SIT procedures shall be submitted to FBCTRA fourteen (14) days prior to the commencement of the test for review and approval.

Within fourteen (14) days of successful completion of the last SIT, the Integrator shall submit a single SIT Report covering each test describing the results of the test including a punch list of any outstanding items or issues. The SIT Report shall document the test activities, including any redlined copy of the test procedures, and test results, including screen-shots and reports, and shall include a narrative explaining the activities and results.

Operational Test

The Operational Test shall define procedures for evaluating the System in a real world environment over a 60-day period following the acceptance of the last segment Site Installation Test for each facility (Westpark Tollway and Ft. Bend Parkway). The Operational Test is to be conducted and evaluated by the Integrator and observed by FBCTRA. The Operational Test procedures shall include, but not be limited to the following:

- Review of recorded transaction data to identify any patterns that suggest erratic or faulty system behavior. Such indications may prompt further analysis or investigation.
- Review of Transaction processing reports, ITOLL processing to the IOP Hub, processing of tag validation lists to the VPC (Xerox), and other maintenance data to identify reliability problems.
- Controlled testing through the insertion of test vehicles into real traffic.

The Operational Test shall be a 60-day evaluation period after the entire corridor has been installed and tested during which the system will be observed as to its functional

and performance characteristics. The Integrator shall operate the System showing the System meets performance requirements without degradation in performance. During the 60-day period, the System and each applicable performance requirement shall be analyzed on a daily basis to determine and quantify the level of performance and to confirm that the performance has not deviated from the minimum system performance requirements. In the event of a failure or major degradation in performance, FBCTRA, at its discretion, may stop the test until a correction or resolution has been achieved. Depending on the severity of the failure or degradation in performance FBGPTRA, at its discretion, may elect to restart the test in its entirety beginning at day one of the test or restart from the day it was originally stopped.

The Integrator shall provide the required support personnel and any necessary test vehicles and test equipment (e.g. test transponders). Testing shall be conducted in accordance with the Project Schedule, the final approved Test Plan, and final approved Operational Test procedures. Operational Test procedures shall be submitted to FBCTRA fourteen (14) days prior to the commencement of the test for review and approval.

Within fourteen (14) days after the Operational Test has been successfully completed, the Integrator shall submit a report of the results. The report shall include, but not be limited to the following:

- A summary of the overall test results highlighting the general conclusions of the testing and any problems found and corrected.
- An appendix containing the test results and data used in evaluating the system's operational performance.
- Upon the successful completion of the Operational Test, Fort Bend County Toll Road Authority shall grant System Acceptance.

Warranty

In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one (1) year from the date of Final Acceptance. Contractor shall transfer all manufacturers' warranties to the Authority.

System Acceptance

The purpose of system acceptance testing is to verify in an operational environment (actual production) that the complete system (i.e., the full complement of application software) running on the toll system hardware and systems software infrastructure satisfies specified requirements (e.g., functional, performance, and security) and is

acceptable to end users. Effective system acceptance includes, (1) processing transactions on each toll facility as established in the performance criteria set out in Exhibit A-1 of the Toll System Operations and Maintenance contract, (2) meeting the reporting criteria established in the system requirements in the Implementation Agreement, (3) accurately processing transactions from the Central Processing Center for tag transactions and ITOLL to the Interoperable HUB established by Team Texas, (4) accurately processing and updating tag validation lists from the Central Processing Center to the Violation Processing Center established by FBGPTRA under contract with Xerox.

ATTACHMENT A-1
Responsibility Matrix

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Westpark Tollway

Element/Task/Component/ Sub-system	Designer / Contractor (for Fort Bend)		System Integrator (SI)		Comments Other Responsibility/Information
	1	2	1	2	
TOLL COLLECTION FACILITIES					
TOLL GANTRIES, RAMPS & Enclosure					
Schedule			A	A	
Lane Layouts Roadside Cabinets Foundations			A	A	SI to provide lane and enclosure layouts.
Gantry & Enclosure Physical Layout			A	A	
Utilities			A	A	SI to provide specific electrical power requirements HVAC & Toll Collection System.
HVAC			A	A	SI to provide HVAC as part of the Roadside Cabinet Enclosures
Striping	A	A	D	D	SI to provide requirements for Toll Collection System specific striping. Roadway Contractor to furnish and install
Gantries			A	A	SI to provide specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System SI to furnish and install
Road Surface	A	A	B	D	SI to finish as needed per installation
Roadside Cabinets Foundations; Electrical Power & Data: Conduits, Primary			A	A	SI to furnish and install Roadside Cabinet Enclosure with HVAC. SI runs power from pole to equipment. (Power & network within the lane, Electrical Power Conductors etc.

Systems Servers & Workstations				A	A	
Fencing/Guardrail/Bollards	A	A		A	A	SI to provide as needed.
• VES Cameras						
VES Camera, Light Sensor & Strobe Flash Mounting Supports				A	A	SI to provide VES Camera, Light Sensor & Strobe Flash Mounting design requirements at each tolling location for Toll Collection System. SI to furnish and install structural mounting supports, conduit, j-boxes, for power and data. For VES Camera & Strobe Flash Mounting SI to furnish and Install VES Camera & Light Sensor Equipment, including equipment mounting brackets, power and data cable & wiring For VES Illumination Mounting SI to furnish and Install VES Illumination, including equipment mounting brackets, power and data cable & wiring
VES Illumination mounts and enclosures				A	A	SI to provide VES Illumination Mounting design requirements at each tolling location for Toll Collection System. SI to furnish and install structural mounting supports, conduit, j-boxes, for power and data. For VES Illumination Mounting SI to furnish and Install VES Illumination, including equipment mounting brackets, power and data cable & wiring
• Lanes/Islands						
Pavement Structure				A	A	SI to provide the sensor design requirements
Vehicle Detection/Classification Sensors Installation of AVDS and AVC	B	B	B	A	A	SI to provide install, including cutting and saw cutting, winding and sealing loops
PROJECT OPERATING SUB-SYSTEMS						
Ducts & Conduits	A	A	A	B	D	B
Utility Vaults & Junction/Pull Boxes	A	A	A	B	D	B
Communication Conductors & Fiber	B	B	B	A	A	A
						Others shall provide all communication up to demark. All fiber, fiber termination, fiber installation shall be provided by SI

Power Conductors & Wiring Primary Electrical power, including electrical service, feeder conduits, conductors, and connections to Automatic Transfer Switch.			B	B	SI to provide utility electrical service, and primary power to Automatic Transfer Switch
All conduit, wire ways, J-boxes, bushings and pull strings on gantries			A	A	Integrator shall provide and install all conduits, wire ways, J-boxes, bushings and pull strings on gantries
PROJECT POWER DISTRIBUTION SUB-SYSTEM					
Uninterruptible Power Supplies			A	A	SI to provide Toll Collection System UPS power as part of the Roadside Cabinet Enclosure
Lightning Protection & Grounding			A	A	SI to furnish and install ETC System lightning surge suppression system, including Primary and backup power electrical Service and feeder circuits
COMMUNICATIONS SUB-SYSTEMS					
Fibers (including future)			A	A	SI to terminate and connect network equipment.
Computer Rack System			A	A	
Routers			A	A	
Hubs			A	A	
Switches			A	A	
Firewalls			A	A	
Virtual Private Network (VPN)			A	A	
Modems			A	A	
Patch/Distribution Panels			A	A	
Tolling Location Network Service			A	A	SI to provide network provide service point requirements I and Fort Bend to obtain network provider service (monthly service paid by Fort Bend)

TOLL COLLECTION SYSTEMS					
Toll Plaza Host Computer			A	A	SI to provide the required network connectivity to host system (monthly service paid by Fort Bend)
Back-up Host Computer			A	A	SI to provide the required network connectivity to host system (monthly service paid by Fort Bend)
Toll Lane In-Lane Processors			A	A	SI to provide Designer with requirements. Designer to incorporate into design.
MOMS (Maintenance Online Management System)			A	A	SI to provide connection/interface with MOMS server.
VES Computer			A	A	SI to provide Designer with requirements. Designer to incorporate into design.
FCC Licenses/Regulations as applies to ORT			A	A	SI to provide required documentation to permit the Authority to obtain the required licenses to use and or operate ORT equipment and components.
ORT lanes ORT Antenna Mounting, Conduits and J-Boxes					SI to provide ORT requirements. SI to provide structure, mounting support, and conduit to install ORT Antenna and cable SI to furnish and install ORT System
ORT lanes ORT System			A	A	SI to furnish and install ORT System

Traffic Control					
Partial Lane Closures			A	A	SI uses partial lane closures to complete work
Time of Day			A	A	Partial lane closures occur during non-peak hours (peak = 6 – 9 a.m. and 4 – 7 p.m.)

Fort Bend Parkway

Element/Task/Component/ Sub-system	Designer / Contractor (for Fort Bend)			System Integrator (SI)			Comments Other Responsibility/Information
TOLL COLLECTION FACILITIES	1	2	3	1	2	3	
TOLL GANTRIES, RAMPS & Enclosure							
Schedule	A	A	A	B	C	B	
Gantries, Ramp Lane Layouts Roadside Cabinets Foundations	A	A	A	B	C	C	SI to provide requirements for specific lane and enclosure layouts. Roadway Contractor to furnish and install foundations with conduit and other systems rough-in's
Gantry & Enclosure Physical Layout	A	A	A	B	C	C	
Grading	A	A	A	C	D	C	
Drainage	A	A	A	C	D	C	
Utilities	A	A	A	B	C	C	SI to provide specific electrical power requirements HVAC & Toll Collection System. Roadway Contractor will install, excluding provisions for UPS (TransCore)
HVAC	D	D	D	A	A	A	SI to provide HVAC as part of the Roadside Cabinet Enclosures
Striping	A	A	A	B	D	D	SI to provide requirements for Toll Collection System specific striping. Roadway Contractor to furnish and install
Gantries	A	A	A	B	D	C	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. Roadway Contractor will furnish and install
Road Surface & Substrate (CRCP, JCP, GFRP, Support Slab)	A	A	A	B	D	D	SI to provide requirements, Roadway Contractor will furnish and install
Roadside Cabinets Foundations; Electrical Power & Data; Conduits, Primary	A	A	A	B	D	C	Roadway Contractor will provide and install foundations. SI to furnish and install Roadside Cabinet Enclosure with HVAC.

							SI runs power from pole to equipment. (Power & network within the lane, Electrical Power Conductors etc.
Systems Servers & Workstations	D	D	D	A	A	A	
Fencing/Guardrail/Bollards	A	A	A	B	C	C	SI to provide requirements for specific equipment clearances for Toll Collection System. Roadway Contractor to furnish and Install
• VES Cameras							
VES Camera, Light Sensor & Strobe Flash Mounting Supports	B	D	C	A	A	A	SI to provide VES Camera, Light Sensor & Strobe Flash Mounting design requirements at each tolling location for Toll Collection System. SI to furnish and install VES Camera & Strobe Flash Mounting
Cameras mounting and enclosures	B	D	B	A	A	A	SI to provide VES Camera & Light Sensor Mounting design requirements at each tolling location for Toll Collection System. SI to furnish and install structural mounting supports, conduit, j-boxes, for power and data. For VES Camera & Strobe Flash Mounting SI to furnish and Install VES Camera & Light Sensor Equipment, including equipment mounting brackets, power and data cable & wiring
VES Illumination mounts and enclosures	B	D	C	A	A	A	SI to provide VES Illumination Mounting design requirements at each tolling location for Toll Collection System. SI to furnish and install structural mounting supports, conduit, j-boxes, for power and data. For VES Illumination Mounting SI to furnish and Install VES Illumination, including equipment mounting brackets, power and data cable & wiring
• Lanes/Islands							
Pavement Structure	A	A	A	B	D	C	SI to provide the sensor design requirements
Vehicle Detection/Classification Sensors Installation of AVDS and AVC	B	B	B	A	A	A	SI to provide install, including cutting and saw cutting, winding and sealing loops
PROJECT OPERATING SUB-SYSTEMS							
Ducts & Conduits	A	A	A	B	D	B	
Utility Vaults & Junction/Pull Boxes	A	A	A	B	D	B	

Communication Conductors & Fiber	B	B	B	A	A	A	Others shall provide all communication up to demark. All fiber, fiber termination, fiber installation shall be provided by SI
Power Conductors & Wiring Primary Electrical power, including electrical service, feeder conduits, conductors, and connections to Automatic Transfer Switch.	A	A	A	B	B	B	Designer to provide utility electrical service, and primary power to Automatic Transfer Switch
All conduit, wire ways, J-boxes, bushings and pull strings on gantries	C	C	C	A	A	A	Integrator shall provide and install all conduits, wire ways, J-boxes, bushings and pull strings on gantries
PROJECT POWER DISTRIBUTION SUB-SYSTEM							
Uninterruptible Power Supplies	B	C	C	A	A	A	SI to provide Toll Collection System UPS power as part of the Roadside Cabinet Enclosure
Lightning Protection & Grounding	C	D	C	A	A	A	SI to furnish and install ETC System lightning surge suppression system, including Primary and backup power electrical Service and feeder circuits
COMMUNICATIONS SUB-SYSTEMS							
Fibers (including future)	C	D	C	A	A	A	SI to terminate and connect network equipment.
Computer Rack System	D	D	D	A	A	A	
Routers	D	D	D	A	A	A	
Hubs	D	D	D	A	A	A	
Switches	D	D	D	A	A	A	
Firewalls	D	D	D	A	A	A	
Virtual Private Network (VPN)	D	D	D	A	A	A	
Modems	D	D	D	A	A	A	
Patch/Distribution Panels	D	D	D	A	A	A	
Tolling Location Network Service	D	D	D	A	A	A	SI to provide network provide service point requirements. SI and Fort Bend to obtain network provider service (monthly service paid by Fort Bend)

ATTACHMENT A-2
Performance Matrix

Performance Objective	Required Service (task or deliverable)	Performance Standard	Method of Surveillance	Penalties for NOT meeting the Performance Standard
<p>This is the desired outcome</p> <p>(What do we want to accomplish as the end result of this contract?)</p>	(What task must be accomplished to give us the desired result?)	Error Rates, Accuracy Rates, completion of milestones, cost control, staying within the targeted cost.		
Initiation of toll collection segment	Proposer shall begin toll collection on a date agreed upon in the segment work order or as amended upon by both the proposer and FBCTRA	Electronic toll collection in all specified lanes	Toll data processed to the host	Each segment will be treated as unique. Completion or penalties owed on one will not affect other such segments. Penalties will result in \$100 per day for each subsequent day of delay for Segment completion up to 30 days. \$250 per day for each subsequent day up to 60 days of delay for Segment completion. \$1000 per day for each subsequent day thereafter until Segment completion

ATTACHMENT B
Project Schedule

Conversion Project Schedules	Start/Finish	Begin	Complete
Notice to Proceed	July 28,2014		
Documentation Due			
Test Plan		July 28,2014	August 30, 2014
Project Management Plan		July 28,2014	August 30, 2014
Typical Design Drawings		July 28,2014	September 15, 2014
Order Toll System Equipment		July 28,2014	November 30, 2014
Configure System (Westpark)		November 30, 2014	December 31, 2014
Configure System (Ft. Bend)		November 30, 2014	December 31, 2014
FCC Licenses (Westpark and Ft. Bend)		August 11, 2014	October 27, 2014
System Installation (Westpark)		January 1, 2015	February 1, 2015
IOP Hub New Plaza Testing (Westpark)		February 2, 2015	February 6, 2015
System Installation Test (Westpark - live traffic)		February 2, 2015	February 13, 2015
System Installation (Ft. Bend)		February 2, 2015	March 20, 2015
IOP Hub New Plaza Testing (Ft. Bend)		March 21, 2015	March 27, 2015
System Installation Test (Ft. Bend - live traffic)		March 21, 2015	March 31, 2015
Installation Complete	March 20, 2015		
Operations Test		March 31, 2015	May 31, 2015
System Acceptance	May 31, 2015		

Attachment C
Software License

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made as of the ____ day of ____, 2012, by and between TransCore, LP. (hereinafter "Licensor" or "TransCore"), a Delaware Limited Partnership, with principal offices at 8158 Adams Drive, Liberty Centre, Building 200, Hummelstown, PA 17036 and the ____ (hereinafter "Licensee"), with principal offices at ____.

1.	Definitions	<p>a. "Computer Software" shall mean both source and object code and all data sets and auxiliary files used by such code, along with any media on which they reside and documentation related thereto, together with the proprietary information and trade secrets contained therein.</p> <p>b. "Licensee Facilities" shall mean space, environment, and other facilities, which are to be provided by Licensee in connection with the installation, operation, or maintenance of the System.</p> <p>c. "Software" shall mean the Computer Software developed and owned by TransCore. This consists of the following modules:</p> <ul style="list-style-type: none"> • Roadside Toll Collection System (TCS) Infinity™ • Maintenance On-Line Management System--MOMS • Encompass® Multi-Protocol Readers (will require stand-alone NDA agreement) <p>d. "Specific Equipment" shall mean that which is either provided by TransCore or approved by TransCore for use as a platform for the software and is located at the Licensee's Facilities.</p>
2.	License	<p>Licensor grants to the Licensee, its successors and assigns, a limited, non-exclusive, royalty-free, fully paid, license to the Software for Licensee's own operations on the Specific Equipment; provided, however, that Licensee shall have the right to re-locate the Licensed Software to a backup CPU, in the event that the licensed CPU fails or is withdrawn from service. Licensor authorizes the Licensee to copy the Licensed Software solely for its own internal use. The Licensee shall not re-sell, supply or give the Software (source or executable code) to other parties. Licensee shall not reverse compile, reverse engineer, modify, disassemble, translate, copy or in any way duplicate the Licensed Software, in whole or in part. Licensor hereby authorizes Licensee to copy the Software solely for the Licensee's own internal use for restart purposes or to replace worn copy, provided the Software is used only on the Specific Equipment.</p>
3.	Specific Rights	<p>a. The Software and related materials and any copies, in whole or in part made pursuant to this Agreement shall be the sole and exclusive property of TransCore.</p> <p>b. Licensee shall not sell, lease, assign, sublicense, or otherwise transfer to any third party, directly or indirectly, the Software or any license or right granted hereunder, in whole or in part.</p> <p>c. Licensee shall not export or re-export outside the United States, the Software, in whole or in part.</p> <p>d. Licensee shall reproduce and include copyright and proprietary notices on all copies of the Software in the same form and manner that such copyright and proprietary notices are included on the Software by Licensor.</p>
4.	Non-Disclosure	<p>a. Licensee acknowledges that the Software constitutes a valuable asset of TransCore and is to be considered proprietary information of TransCore, and that, by virtue of this Agreement, Licensee shall acquire only the right to use the Software under the terms and conditions hereof and shall not acquire any rights of ownership in or title to the Software.</p> <p>b. Licensee warrants that all persons who it has authorized to use the Software will observe and perform the covenants set forth in this Article 4. Licensee agrees to maintain the Software in secure premises to prevent any unauthorized person from gaining access thereto and to give TransCore written notice of any unauthorized disclosures or use of the Software as soon as Licensee becomes aware of it.</p> <p>c. Licensee shall notify and inform its employees and any third parties having access to the Software of Licensee's limitations, duties and obligations regarding non-disclosure and copying of the Software. The Software shall be used only by employees of the Licensee and any third parties who are necessary to Licensee's exercise of its rights hereunder and then only at the location of the Specific Equipment. Any agent or third party the Licensee desires to use the Licensed Software will first execute a non-disclosure agreement in a form acceptable to Licensor prior to commencing use of the Licensed Software. Licensee shall take reasonable security measures to protect the Licensed Software from being accessed by unauthorized third parties.</p> <p>d. Licensee acknowledges that unauthorized disclosure of the Software will diminish substantially the value of the Software. If Licensee violates the provisions of this Agreement, TransCore shall be entitled to obtain equitable relief to protect its interest herein, including, but not limited to, injunctive relief, as well as monetary damages.</p> <p>e. Notwithstanding any termination provisions of the governing Agreement, the obligations set forth in this Article 4 shall survive the termination of the Agreement.</p>
5.	Termination	<p>a. This Agreement and the License to use the Software shall terminate when Licensee discontinues the use of the Software on the Specific Equipment or discontinues the use of the Specific Equipment, whichever first occurs. This Agreement may also be terminated by TransCore if the Licensee fails to comply with any term or condition of this Agreement and fails to correct such noncompliance within 15 days after receipt of TransCore's written notification thereof or such longer period as TransCore may allow in writing.</p> <p>b. Within 30 days after any termination of this Agreement, the Licensee shall return to TransCore all copies of the Software supplied or made under this Agreement together with a signed letter certifying that the Licensee has discontinued all further use of the Software and that all copies have been returned to TransCore or that they have been destroyed.</p>
6.	Warranty	<p>a. TransCore warrants for a period of one (1) year that the Software will operate according to specifications published by TransCore. If it is determined that the Software does not operate according to such specifications, TransCore's only responsibility will be to apply reasonable efforts to cure the non-conformance. TransCore does not warrant or guarantee that all software errors will be corrected. After the expiration of the one (1) year</p>

period, and if requested by Licensee, TransCore may, if it desires, provide maintenance services for the Software at TransCore's established prices.

b. Any changes, modifications or maintenance or repairs not authorized by TransCore to the software or operating environment to which it has been installed, including additional and/or unauthorized programs to systems hardware and/or workstations that result in system problems, shall automatically void any warranties herein.

c. THE WARRANTIES OF TRANSORE CONTAINED HEREIN ARE APPLICABLE ONLY IF THE SOFTWARE IS USED ON THE SPECIFIC EQUIPMENT AT THE LOCATION(S) SPECIFIED HEREIN. TRANSORE MAKES NO WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, IF THE SOFTWARE IS USED ON ANY OTHER EQUIPMENT OR AT A LOCATION OTHER THAN THAT IDENTIFIED.

d. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, TRANSORE DISCLAIMS ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY. THERE SHALL BE NO LIABILITY ON THE PART OF TRANSORE FOR DAMAGES INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE EVEN IF TRANSORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LICENSEE AGREES TO INDEMNIFY AND HOLD TRANSORE HARMLESS FROM ANY THIRD PARTY CLAIMS.

7.

Miscellaneous

a. This Agreement shall be binding upon the successors and assigns of both parties; provided, however, that no assignment shall be made by either party without the prior consent of the other. Any attempt by either party to assign this Agreement or any of the rights or duties hereunder contrary to the foregoing provision shall be void.

b. Any notice permitted or required under this Agreement shall be deemed given when mailed by certified mail, postage prepaid, or when dispatched by facsimile (and followed by a written confirmation mailed by certified mail, postage prepaid, within 72 hours after such dispatch) or by Email. Mail/Email shall be addressed as follows:

TransCore: ATTN: Director of Contracts; 9440 Carroll Park Drive, Suite 150; San Diego, CA 92121;

randy.lester@transcore.com.

Licensee: _____

c. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound thereby.

d. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected.

e. This Agreement will be interpreted and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

f. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

g. This Software License Agreement constitutes the completed and exclusive statement of the Agreement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2012, by their respective representatives, each thereunto duly authorized.

TransCore, LP ("Licensor")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: ____/____/2012

Date: ____/____/2012

Attachment D
Insurance Requirements

Insurance Provisions

The Contractor shall furnish certificates of insurance to the Authority evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Authority, name of insurance company, policy number, term of coverage and limits of coverage.

All required insurance shall not be canceled or modified without at least seven days prior written notice to the Authority. Renewal certificates shall be provided within 10 days of the expiration date of the current certificates of insurance during the term of this Agreement.

The Contractor shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(a) Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

(b) Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$3,000,000	general aggregate limit
\$2,000,000	each occurrence, combined single limit
\$2,000,000	aggregate Products, combined single limit
\$2,000,000	aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical

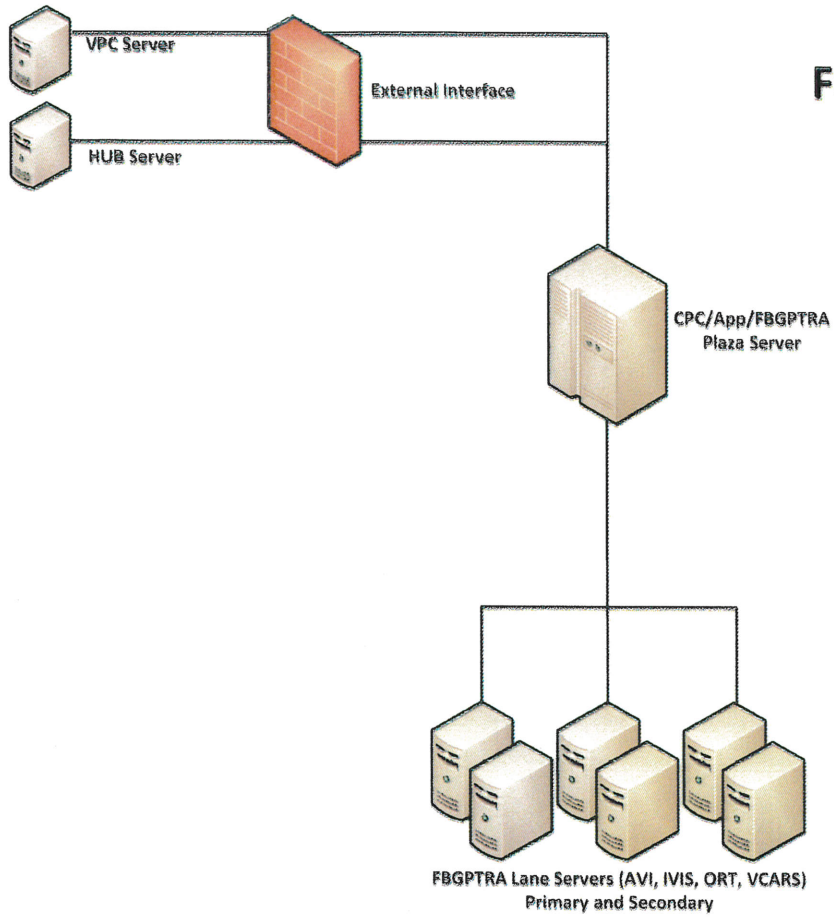
(c) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(d) Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$3,000,000 each occurrence combined single limit.

(e) Professional Liability Errors and Omissions insurance with limits not less than \$15,000,000 each claim/annual aggregate.

The Authority and the Authority's Directors shall be named as additional insureds to all coverage's required above, except for those requirements in paragraphs "a" and "e." All policies as required above shall contain a waiver of subrogation in favor of the Authority and the Authority's Directors.

EXHIBIT A
Server Diagram



FBGPTRA Server Diagram

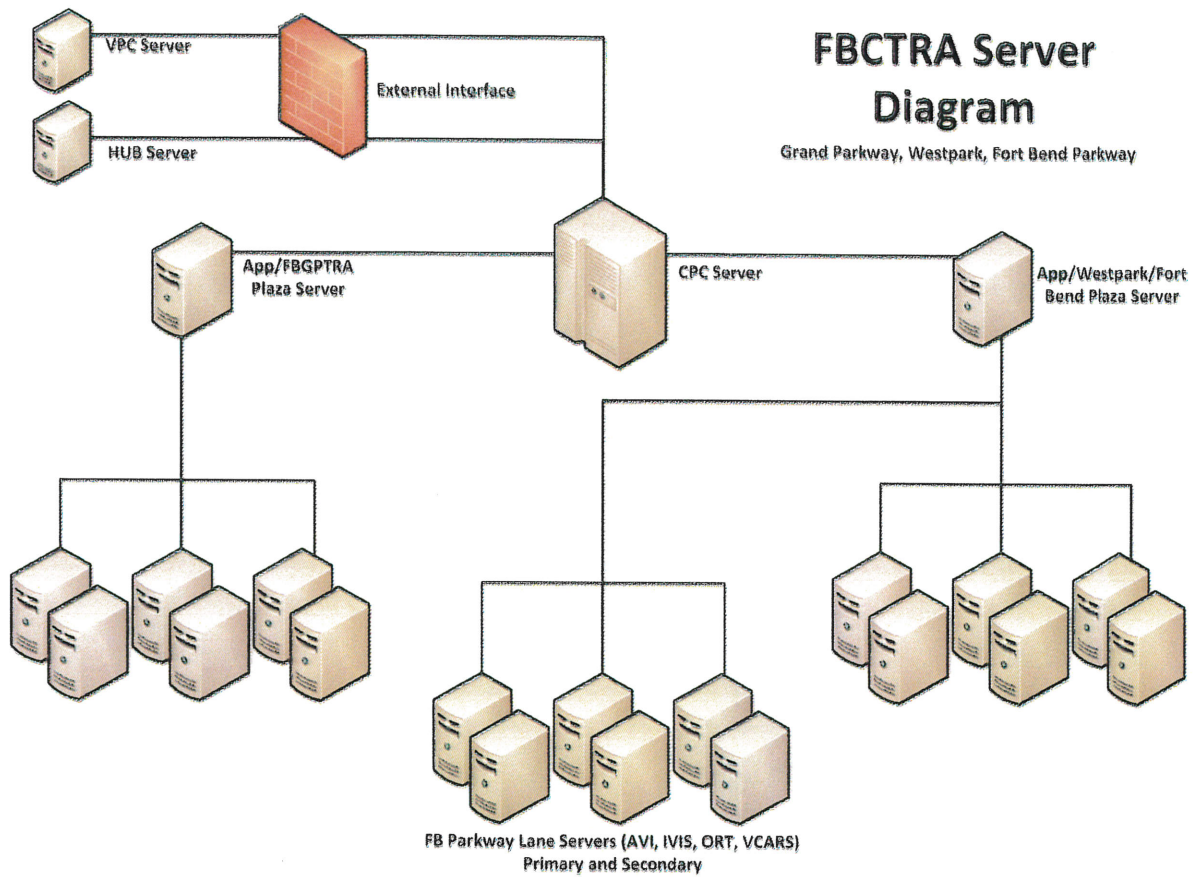


EXHIBIT B
License Plate Lookup Service

REQUIREMENTS

- The website shall be accessible to anyone with access to the web
- The website shall be restricted to only users with a valid username and password
- The website shall be designed to be read on a 7" to 10" tablet sized screen
- The main screen shall consist of two (2) input boxes:
 - The first box shall allow users to enter plate number
 - The second box shall allow users to enter plate state. Default state should always be "TX." To change state, user should be allowed to key in state characters or choose from a drop down list
- Validation of input values shall be done against the most current information set available for both the TVL/LVL and FVL lists
- Result information shall be returned within five (5) seconds of transmission
- Result message will consist of one (1) of the following four (4) statuses:
 - GOOD – Plate/account in good standing
 - Status code on tag validation list provided by IOP HUB:
 - G – Good
 - B – Low Balance
 - ISSUE – Plate/account in bad standing
 - Status code on tag validation list provided by IOP HUB:
 - I – Invalid
 - L – Lost
 - N – Negative Balance
 - R – Returned
 - S – Stolen
 - NOT FOUND – Plate not found on either list
 - ALERT – Plate found on FVL list
- Lookup should be done against each list (TVL/LVL, FVL). Should the plate be found on both lists, the Flagrant Violator list shall take priority when being displayed
- Result message will be displayed in separate box from input values. Box will have background fill color depending on provided status. Colors will be:
 - GOOD – Green
 - ISSUE – Yellow
 - NOT FOUND – Blue

- ALERT – Red
- Website shall contain a “plate detail box” describing what return value means, and any supporting information pertaining to the license plate in question. Descriptions include, but not limited to:
 - ALERT – Plate found with Flagrant Violator List
 - ISSUE – Plate/account has negative account balance
 - ISSUE – Plate/account reported as lost/stolen
 - GOOD – Plate in good standing
 - NOT FOUND – Plate/account not found

SAMPLE

The following is a sample mockup of the lookup service website

<div style="text-align: center; background-color: #e67e22; color: white; padding: 5px; margin-bottom: 10px;">ALERT</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <small>Plate Detail</small> ALERT – Plate ABC123 found on Flagrant Violator List </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <small>Plate Number</small> <div style="border: 1px solid black; padding: 5px; text-align: center;">ABC123</div> </div> <div style="width: 45%;"> <small>Plate State</small> <div style="border: 1px solid black; padding: 5px; text-align: center;">TX</div> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="background-color: #95a5a6; padding: 10px 20px; border: 1px solid black;">ENTER</div> <div style="background-color: #8e9e9e; padding: 10px 20px; border: 1px solid black;">CLEAR</div> </div>	<div style="text-align: center; background-color: #34495e; color: white; padding: 5px; margin-bottom: 10px;">NOT FOUND</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <small>Plate Detail</small> NOT FOUND – Plate ABC124 not found </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <small>Plate Number</small> <div style="border: 1px solid black; padding: 5px; text-align: center;">ABC124</div> </div> <div style="width: 45%;"> <small>Plate State</small> <div style="border: 1px solid black; padding: 5px; text-align: center;">TX</div> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="background-color: #95a5a6; padding: 10px 20px; border: 1px solid black;">ENTER</div> <div style="background-color: #8e9e9e; padding: 10px 20px; border: 1px solid black;">CLEAR</div> </div>
<div style="text-align: center; background-color: #f1c40f; color: black; padding: 5px; margin-bottom: 10px;">ISSUE</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <small>Plate Detail</small> ISSUE – Plate ABC125 has negative account balance </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <small>Plate Number</small> <div style="border: 1px solid black; padding: 5px; text-align: center;">ABC125</div> </div> <div style="width: 45%;"> <small>Plate State</small> <div style="border: 1px solid black; padding: 5px; text-align: center;">LA</div> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="background-color: #95a5a6; padding: 10px 20px; border: 1px solid black;">ENTER</div> <div style="background-color: #8e9e9e; padding: 10px 20px; border: 1px solid black;">CLEAR</div> </div>	