

**SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT OF DECEMBER 19, 2012
FOR TOLL SYSTEMS OPERATION AND MAINTENANCE AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 13th day of August, 2014, and modifies the TOLL SYSTEM OPERATIONS AND MAINTENANCE AGREEMENT effective December 19, 2012 (the "Agreement"), by and between the Fort Bend Grand Parkway Toll Road Authority (the "Authority"), a Texas Local Government Corporation, and TransCore, LP (the "Contractor"), a limited partnership organized under the laws of the State of Delaware.

The Agreement is hereby modified as follows:

1. In accordance with Section 1.02 of the Agreement, the Authority and Contractor approve the addition of services evidenced by the proposal attached as **Attachment 3** to this Supplemental Agreement, and the Scope of Work & Compensation shown in Exhibit A to the Agreement shall be expanded to include **Attachment 3**.

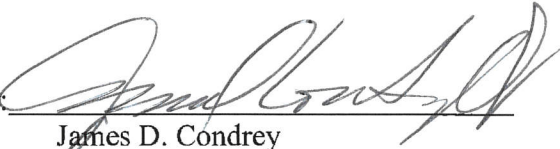
This Supplemental Agreement does not alter, modify, or otherwise change any part of the Agreement, except as specifically stated in this Supplemental Agreement.

[Remainder of page intentionally left blank.]

Supplemental Agreement No. 3
To Agreement of December 19, 2012

IN WITNESS WHEREOF, this Supplemental Agreement is hereby executed as of the date first set forth above.


FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY, a local government Texas
corporation

By: 
James D. Condrey
Chairman, Board of Directors

ATTEST:

By: 
Asst. Secretary, Board of Directors

TRANSCORE, LP

By: 
Name: Whitt Hall
Title: Senior Vice President

ATTACHMENT 3
SCOPE OF WORK & COMPENSATION
FOR OPERATIONS AND MAINTENANCE
FORT BEND PARKWAY, WESTPARK TOLLWAY

GENERAL DESCRIPTION

The Contractor (referred to herein as the Integrator) will operate and maintain the toll system on both the Westpark Tollway and Fort Bend Parkway, which will initially include five (5) tolling locations. The integrator will develop a detailed approach to contract administration and the implementation of an approved contract administration procedure and system

SCOPE

Operations and Maintenance. This Supplement to the Toll System Operations and Maintenance Agreement of December 19, 2012 provides for the additional monthly labor costs to operate and maintain the five (5) tolling locations on the Fort Bend Parkway and Westpark Tollway. It also includes the Fort Bend Parkway and Westpark Tollway portion of the monthly costs associated with the operations and maintenance of the Disaster Recovery Site (DRS) for the entire toll road system. Toll System Operations and Maintenance shall begin on System Acceptance continuing forty-eight (48) unit months thereafter.

Project Documentation. Integrator shall plan, execute, and control all aspects of the toll system maintenance. Integrator shall coordinate and report to FBGPTRA or its duly authorized representative all activities and shall document and report all Work in accordance with the contract. The following documents/requirements shall be submitted within thirty (30) days following system acceptance of the first tolling Segment. Each shall be reviewed and updated by the Integrator every thirty (30) days following the issuance of the notice to proceed:

- Delivery of Preventative Maintenance Schedule
- Delivery of Maintenance Service Manual
- Delivery of the Detailed Maintenance Plan

Preventive Maintenance Schedule. FBGPTRA and the Integrator shall mutually develop a preventive maintenance schedule designed to ensure the System maintains the performance and availability requirements set forth in the Toll System Operations and Maintenance Agreement of December 19, 2012. The Integrator shall schedule and perform preventative maintenance in accordance with manufacturers' suggested procedures and performance intervals, and experience accomplished specifically to prevent faults from occurring. Preventive maintenance shall include, but not be limited to, testing, measurement, adjustment, cleaning, and parts replacement.

The Integrator shall include a comprehensive preventive maintenance program for the Westpark Tollway and Fort Bend Parkway project. The program shall be based on component manufacturers' suggested procedures, performance intervals, and experience. The manufacturers' suggested procedures and specifications shall be provided to FBGPTRA as an attachment to the Maintenance Plan. The program shall contain a complete schedule of proposed

preventive maintenance procedures and time frames. The program shall also include reporting methods and mechanism to be used to administer the program.

The Integrator shall submit a monthly Maintenance Report on all preventive maintenance activities. The monthly Maintenance Report shall include a comparison of scheduled versus actual preventive maintenance activities and any corresponding statistical analysis. The Integrator shall also provide a schedule for the upcoming preventive maintenance activities on a monthly basis.

As part of the preventive maintenance process, based on experience and analysis, the Integrator shall develop parameters to be used to identify, in the early stages, potential problems and actions to be taken to mitigate or prevent potential System issues.

Maintenance Service Manual. The Integrator shall provide a Maintenance Service Manual for technical personnel assigned to the maintenance of the System using the one developed for the Fort Bend Grand Parkway Segment D Project.

Standard service manuals for unmodified commercial products used in the System shall be acceptable to FBGPTRA if they contain details and accurate information in order to properly service the specific toll collection equipment supplied under this contract.

Detailed Maintenance Plan. The Integrator shall submit to FBGPTRA a detailed Maintenance Plan. The plan shall include maintenance staffing and administration, high level dispatch procedures, communication requirements, preventive maintenance techniques, schedules, and support from outside maintenance service (for example, computer manufacturers), final maintenance equipment list and other details as may be appropriate for inclusion in the Maintenance Plan. If maintenance procedures require any lane closures, these shall only be undertaken after FBGPTRA has approved the lane closure, and the Integrator shall be responsible for maintenance of traffic.

The Maintenance Plan shall include procedures to be used from the first use of the System through completion of the Maintenance Term and Warranty Term. The plan shall address, but not be limited to the following:

- Standards and general procedures
- Equipment maintenance
- Software maintenance
- Tools
- Spare parts and inventory control

- Maintenance on-line maintenance system
- Corrective/predictive maintenance procedures
- Preventative maintenance and schedules
- Support services
- Personnel
- Staff location
- Staff qualifications
- Training
- Maintenance facilities/workshop(s)
- Maintenance records
- Failure tracking and corrective action
- Maintenance of traffic and lane closure procedures
- Reliability and maintainability analysis and calculation
- Spare parts inventory levels
- Maintenance activity reports

The Maintenance Plan shall include a sample report for each standard report provided and additional reports defined by FBGPTRA, with an explanation of what the report accomplishes. The Integrator may accommodate certain reporting requirements with a combined report on various components, as long as the report makes sense and provides the data and analysis that is required. FBGPTRA shall approve the combination of any reports.

The Integrator shall be responsible for managing all equipment warranties. The Integrator shall supply a list of all equipment covered by third party warranties, including the period of time covered by said warranties.

COMPENSATION

Cost of this additional operations and maintenance for the Fort Bend Parkway and Westpark Tollway, including the portion of the Disaster Recovery Site, shall be in the following amounts and quantities:

Task	Monthly	Annual	Total Price
Costs for toll system operations and maintenance for the Fort Bend Parkway performed pursuant to this Change Order for 48 months			\$730,307.18
Operations	\$3,635.16	\$43,621.92	
Maintenance	\$9,174.33	\$110,091.96	
Software Escrow – 5 Years		\$3,371.73	
Software Escrow (DR) – 5 Years		\$767.50	
Annual Audit		\$10,596.15	
Decommissioning – One Time		\$52,370.91	
Costs for toll system operations and maintenance for Westpark Tollway performed pursuant to this Change Order 48 months			\$635,323.88
Operations	\$2,423.44	\$29,081.28	
Operations (DR)	\$1,989.50	\$23,874.00	
Maintenance	\$6,116.22	\$73,394.63	
Software Escrow – 5 Year		\$2,247.82	
Software Escrow (DR) – 5 Year		\$767.50	
Annual Audit		\$7,064.10	
Decommissioning – One Time		\$34,913.94	
Decommissioning (DR) – One Time		\$5,000.00	
Preventative Maintenance Schedule – One Time	\$15,559.10		
Maintenance Service Manual – One Time	\$15,559.10		
Detailed Maintenance Plan – One Time	\$15,559.10		
Compensation - TOTAL			\$1,365,631.06