

## **MASTER SERVICE AGREEMENT**

This Master Service Agreement (this “Agreement”) is entered into on November 15, 2017 (the “Effective Date”) by and between the Fort Bend Grand Parkway Toll Road Authority, a local government corporation (the “Authority”), and TransCore, LP, a limited partnership organized under the laws of the State of Delaware (the “Contractor”).

### **RECITALS**

WHEREAS, the Authority has determined it is in the Authority’s best interest to engage a professional service provider for the services described herein; and

WHEREAS, Authority and Contractor (collectively, the “Parties”) have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Authority and Contractor agree as follows:

#### **I.**

### **SERVICES**

Section 1.01. Services. Contractor shall perform the scope of work described below and reflected in the attached **Exhibit A** (the “Services”) for the Authority as provided by this Agreement and Contractor shall be compensated for Services duly approved in the manner set forth herein. In addition, approval of services not reflected in **Exhibit A** shall be evidenced by a separate written Supplemental Agreement to this Agreement, countersigned by the Authority, which shall describe the service to be performed, duration of performance, the location, and the fees. All fees described in the Supplemental Agreement shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services. Contractor may not deviate from approved Services without the prior written consent of the Board of Directors (the “Board”) or its designee.

#### **II.**

### **COMPENSATION**

Section 2.01. Payment for Services. Contractor shall submit a detailed monthly invoice (together with any back-up documentation requested) indicating the Services performed for that month under the term of this Agreement. All fees described in **Exhibit A** shall include charges for labor, materials, insurance, equipment, and any other items required to perform the work in the Services, and shall be the basis of payment for services. Contractor shall submit invoices to the Authority’s bookkeeper for payment and to the Authority’s manager:

Authority’s Bookkeeper

Ms. Pamela Logsdon  
AVANTA Services  
5635 NW Central Drive, Suite 104E  
Houston, Texas 77092  
Phone 713-934-9107  
[pmlogsdon@avantaserv.com](mailto:pmlogsdon@avantaserv.com)

Authority’s Manager

Mr. Mike Stone  
Fort Bend Grand Parkway Toll  
Road Authority (FBGPTRA)  
P.O. Box 546  
Richmond, Texas 77406

Payment will be made within forty-five (45) days of the approval of Contractor's invoice by the Authority. Interest shall not be paid on service invoices.

Contractor agrees that upon completion of the work called for hereunder, it will furnish the Authority with proof, satisfactory to the Authority, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Authority waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Authority for approval, and all undisputed amounts shall be paid to Contractor in accordance with this Section.

### III. GENERAL CONDITIONS

Section 3.01. Contractor's Duties. Contractor covenants with the Authority to furnish its best skill and judgment in performing the Services for the Authority. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 3.02. 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 3.03. 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. Certified 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 the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

- A. Workers' Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.
- B. Employer's Liability Insurance Limitations with limits of not less than \$500,000.
- C. Commercial General Liability Insurance with limits not less than:
  - a. Each occurrence – \$1,000,000

- b. General aggregate - \$2,000,000
- c. Products-Completed Operations Aggregate - \$2,000,000
- d. Personal & Advertising Injury -\$1,000,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- E. Excess Liability: \$2,000,000/\$2,000,000.

Contractor's insurance shall include the following endorsements:

- A. The Authority and the Authority's agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of Contractor's work under this Agreement, except for workers' compensation insurance, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).
- B. All required insurance shall provide for advance written notice of cancellation to the Authority. Renewal certificates shall be provided prior to the termination date of the current certificates of insurance during the term of this Agreement.
- C. Inasmuch as Authority and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Authority, Contractor agrees to cause all of the policies of insurance required herein maintained in force or procured by Contractor to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Authority and its agents and employees.
- D. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Authority as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Authority, and that neither Contractor nor its insurer will seek contribution or recovery from the Authority or such other insurance available to the Authority.
- E. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to comply with these requirements.

**TO THE FULLEST EXTENT PERMITTED BY LAW, 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 EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE 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.**

**THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONTRACTOR AGREES THAT IT**

**APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE AUTHORITY OF ANY COMMON LAW DUTY, ANY TERM OF THIS CONTRACT, OR ANY STATUTE OR REGULATION.**

**THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE AUTHORITY. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.**

**CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE AUTHORITY FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY.**

Section 3.04. Term and Termination. This Agreement is for a five-year term and all pricing for all services shall be firm for the five-year duration of the term beginning January 1, 2018 and ending December 31, 2022. Either party may terminate this Agreement at any time, without cause, upon six (6) months written notice to the other party. 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.

Section 3.05. 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. Any terms and conditions described in any attachments, exhibits, or Job Orders that are unrelated to the description of the Services to be performed, duration of performance, the location, and the fees shall have no effect and shall not be considered part of this Agreement.

Section 3.06. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any Authority having jurisdiction over Contractor's Services.

Section 3.07. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.08. Inspection. The Authority and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate records and documentation satisfactory to the Authority to support the changes and expenses related to all Services performed hereunder and to maintain such records and documentation for at least four years. The Contractor will provide such back-up documentation to the Authority upon request.

Section 3.09. 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 year from the date of completion of the Project. Contractor shall transfer all manufacturers' warranties to the Authority.

Section 3.10. 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.

Section 3.11. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

Section 3.12. 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; 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 3.13. 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 3.14. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Authority is located.

Any suit arising out of this agreement must be brought in Fort Bend County.

Prior to execution of this Agreement by the Authority, the Contractor will be required to submit a Texas Ethics Commission Form 1295. Please see the below website for details related to this disclosure:

<https://www.ethics.state.tx.us/whatsnew/elinfoform1295.htm>

Contractor certifies and agrees that it (i) does not, nor will not so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, and (ii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code.

Section 3.15. 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 3.16. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.17. 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 3.18. Notice. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement shall be deemed to have been given only upon receipt. Any required notices may be given by first class mail, postage prepaid, or by overnight delivery service to the address set forth below:

Fort Bend Grand Parkway Toll Road Authority  
c/o The Muller Law Group, PLLC  
16555 Southwest Freeway, Suite 200  
Sugar Land, Texas 77479  
Attention: Richard Muller

Authority's Manager  
Mike Stone & Associates  
P.O. Box 1307  
Richmond, Texas 77406  
Attention: Michael Stone

TransCore  
4903 West Sam Houston Pkwy N., Suite A300  
Houston, TX 77041  
Attn: Clint Holley

TransCore  
3721 TecPort Drive, Suite 102  
Harrisburg, PA 17111  
Attn: Jane Brothers

Section 3.19. List of Local Government Officers. In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of the Authority may be obtained by contacting the Authority's records administrator at (281) 500-6050.

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.

[EXECUTION PAGE FOLLOWS]

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

By:   
Dr. James D. Condrey  
Chairman, Board of Directors

ATTEST:

By:   
Secretary, Board of Directors

(SEAL)



TransCore, LP

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_

FORT BEND GRAND PARKWAY TOLL  
ROAD AUTHORITY

By: \_\_\_\_\_  
Dr. James D. Condrey  
Chairman, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

TransCore, LP

By: NCA \_\_\_\_\_

Print Name: R Clint Holley

Title: Vice President

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT  
BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE  
NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_



# EXHIBIT A

## Scope of Work and Compensation for Operations and Maintenance

### Project Description

The Integrator (referred to herein as TransCore) will operate and maintain the FBGPTRA toll system (7 locations on Grand Parkway, 4 locations on Fort Bend Parkway, and 3 locations on Westpark Tollway). TransCore will develop a detailed approach to contract administration and the implementation of an approved contract administration procedure and system. TransCore will implement an integrated approach to project management and provide liaison with FBGPTRA, its consultants and other third parties.

Operations. Toll system operations shall include a fully functional host, file and transaction processing to the interoperable host and the Violation Processing Center (VPC) and the required reporting and contract management. At a minimum, the file and transaction processing to and from the FBGPTRA Host and the IOP Hub and VPC include:

- Tag Validation List (TVL) File (Pushed from IOP Hub to the FBGPTRA Host)
- Tag / Plate Association Data File (Pushed from the IOP Hub to the FBGPTRA Host)
- License Plate Validation List (LVL) File (Pushed from IOP Hub to the FBGPTRA Host)
- Transaction Files (Pushed from the FBGPTRA Host to the IOP Hub) after applying the non-revenue list
- Image Files (Pulled from the FBGPTRA Host by the IOP Hub) Note: Image files shall be pulled from the IOP Hub as needed.
- Disposition Files (Pushed from the IOP Hub to the FBGPTRA Host)
- Violation Status Files (Pushed from the FBGPTRA Host to the IOP Hub)
- Acknowledgement Files
- Flagrant Violator Files from the VPC

TransCore shall provide overall management and oversight of toll operation services provided by the host computer established by TransCore to provide the required toll services. Toll operation services shall include but not be limited to:

- Interoperability with other toll authorities
- Maintaining a non-revenue list
- Maintaining mobile applications
- Reporting
- Transaction processing and reconciliation
- Trip Aggregation
- System Performance
- Maintaining future enhancements

Maintenance. Maintenance shall include meeting the Maintenance requirements established in the scope of work, RFQ and described in the proposals and question response from TransCore for the Toll System Procurement including 24/7 maintenance monitoring. Monitoring Center (MMC) staffed 24/7 with technicians that monitor all lanes, in real-time, for all of our customers and have insight to hardware-specific components and their current state. All technicians planned for this project are located in Houston, and fully trained with all the tools and experience necessary to support FBGPTRA toll system. TransCore shall include a comprehensive preventive maintenance program for the FBGPTRA toll system. The program shall be based on component manufacturers' suggested procedures, performance intervals, and experience.

Project Documentation. TransCore shall plan, execute, and control all aspects of the toll system maintenance. TransCore 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 30 days following system start date. Each shall be reviewed and updated by TransCore every year following the contract start date:

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

Compensation.

Spare Part Inventory and Cost as of January 1, 2018 to be paid at Notice to Proceed.

TransCore Product\*\*

Description	Part#	UOM	Unit Price	QTY	Extended Price
Universal 6" Blade	UTS-05120-01	ea	7,437.48	12	\$89,249.76
E6 Reader NO NEMA	10-6002-367	ea	10,000.00	2	\$20,000.00
IVIS Blade, Single Detector	UTS-19012-04	ea	4,283.37	8	\$34,266.96
VCAR unit complete	UTS-05101-02	ea	40,000.00	4	\$160,000.00
8 ft gradient sensor	UTS-19001-06	ea	1,367.13	2	\$2,734.26
10 ft gradient sensor	UTS-19001-02	ea	1,396.74	6	\$8,380.44
UL Listed NEMA 3R 3 Door Style 72"H x 120"W x 36"D	1-350-003800	ea	16,100.00	1	\$16,100.00

\$330,731.42

Fort Bend Parkway	Month	Year	Total (5 Year)
Operations *	\$ 9,012.33	\$ 108,148.00	\$ 540,740.00
Operations (DR)	\$ 429.73	\$ 5,156.78	\$ 25,783.92
Maintenance	\$ 17,200.00	\$ 206,400.00	\$ 1,032,000.00
Escrow 5 yr		\$ 3,506.60	\$ 17,533.00
Escrow DR 5 yr		\$ 798.20	\$ 3,991.00
Annual Audit		\$ 12,708.50	\$ 63,542.50
Decommissioning		\$ 37,707.06	\$ 188,535.28
Decommissioning (DR)		\$ 1,050.00	\$ 5,250.00
<b>Westpark Tollway</b>			
Operations *	\$ 6,284.33	\$ 75,412.00	\$ 377,060.00
Operations (DR)	\$ 429.73	\$ 5,156.78	\$ 25,783.92
Maintenance	\$ 10,320.00	\$ 123,840.00	\$ 619,200.00
Escrow 5 yr		\$ 3,506.60	\$ 17,533.00
Escrow DR 5 yr		\$ 798.20	\$ 3,991.00
Annual Audit		\$ 8,980.60	\$ 44,903.00
Decommissioning		\$ 37,707.06	\$ 188,535.28
Decommissioning (DR)		\$ 1,050.00	\$ 5,250.00
<b>GrandParkway &amp; B-1</b>			
Operations *	\$ 10,376.33	\$ 124,516.00	\$ 622,580.00
Operations (DR)	\$ 1,289.20	\$ 15,470.35	\$ 77,351.76
Maintenance	\$ 20,640.00	\$ 247,680.00	\$ 1,238,400.00
Escrow 5 yr		\$ 8,182.09	\$ 40,910.43
Escrow DR 5 yr		\$ 1,476.67	\$ 7,383.35
Annual Audit		\$ 27,468.20	\$ 137,341.00
Decommissioning		\$ 131,974.70	\$ 659,873.52
Decommissioning (DR)		\$ 3,240.00	\$ 16,200.00

\* Increase included New features for Aggregated Tolling Website Support and Increased Communications Speeds to 50MB between Primary and Disaster Recovery Site.

**Total \$ 5,959,671.94**

Interoperability with other toll authorities. FBGPTRA will operate an all-electronic toll (ETC) facility interoperable with all Texas-toll facilities and other toll authorities that join the Central US IOPHUB (CUSIOP) and associated interoperable HUBs. TransCore will transmit all-electronic toll collection transactions (ETC) to the CUSIOP HUB for processing to the appropriate back office based on the Transponder tag read. When a customer goes through a tolling point without a valid transponder, TransCore will ensure that one of two processes will occur.

- The license plate read is compared to a list of license plates provided to the toll Integrator and an image (vToll) toll is processed – retry for 30 days and if not accepted then;
- The vehicle is a violator and the transaction information is transmitted to FBGPTRA violation processing vendor.

The FBGPTRA Violation Processing Center (VPC) shall be established to develop and process violation notices to motorists using the facility without a valid transponder issued from the Harris County Toll Road Authority (HCTRA), the Texas Department of Transportation (TxDOT), the North Texas Tollway Authority (NTTA); or Other FBGPTRA CUSIOP partner tolling authorities to provide customers a place and format to communicate with FBGPTRA; to make payments on violation accounts; update account information; to handle disputes and/or appeals.

License plate images will first be sent thru the Integrators OCR process to determine a license plate number. Depending on the returned OCR value, the transaction will be handled in 1 of 2 two ways. If the OCR combined confidence value is greater than the agreed upon confidence level, and the plate number successfully matched to a TVL/LVL file the transaction will be sent by the toll system directly to the interoperable HUB, including tag number if available, to try and be posted to an existing user account. Transactions with a confidence value of less than the agreed upon confidence level will be processed for manual image review. If the image reviewed results in a tag number listed on the valid tag list (TVL/LVL) it will be processed to the integrators host for transmittal to the Interoperable HUB. If after an unsuccessful first attempt to post, the transaction will be sent back to the Integrator's Host computer. After returning to Host computer, transactions will be given a three (3) day grace period in an attempt to allow the patron to fund his or her account. After the three days, the transactions will once again be sent by the toll system to the interoperable HUB in an attempt to be posted. This will continue for 30 days. If at this point the transaction is still unable to post to a user account, it will be sent back to the Integrators Host computer where it will then be processed to the Violation Processing Center (VPC).

Reporting. TransCore will provide their standard toll system reports as identified in their proposal submitted for this procurement plus develop and provide an additional ten reports to be defined by FBGPTRA during the life of the contract. These reports will consist of any report information required to manage:

- System Maintenance
- Integrator Performance Reporting
- Transaction Processing (including classification and revenue by lane, plaza, or toll road)
- Transaction code offs
- Trip Aggregation
- Violation Processing
- Segment System Installation

Transaction Processing and Reconciliation. The toll system established at the tolling points on the toll roads shall communicate with the toll system host to receive tag status, fare schedules, flagrant violation alert lists, and all other transaction related information required to process revenue transactions either to the interoperable HUB or for violation processing and revenue recovery. This information will be processed in the format required by either FBGPTRA or the Interoperable HUB. The system shall communicate with the toll system host to send all transaction data for both ETC and image transactions in the format required by either FBGPTRA or the Interoperability Business Rules.

The toll system host will be located at a site designated by TransCore within Harris County or Fort Bend County and shall be capable of processing the data compiled by the toll system in the travel and shoulder lanes, processing the data to and from the interoperable HUB (meeting the Interoperable Business Rules and ICD requirements), the VPC, and providing the system's standard reports and the reports required by FBGPTRA.

The system host shall communicate with the CUSIOP HUB and future HUBs to exchange transaction data between agencies, for the collection of revenue, and for revenue reconciliation in the format required by either FBGPTRA or Interoperability Business Rules.

The system shall generate a violation status file and transmit it to FBGPTRA violation processing center.

System Performance. In the event of a Priority 1 failure or major degradation in performance, FBGPTRA, will be notified immediately. TransCore shall provide FBGPTRA with a system recovery plan within eight (8) hours of a Priority 1 occurrence. The recovery plan will be reviewed by FBGPTRA to assure compliance with the established performance requirements. Ninety (90) days after implementation of the recovery plan the Integrator will provide FBGPTRA a verifiable operational report on the cause of the Priority 1 failure showing that it has been repaired and to assure the collection of revenue and the health of the system and system availability.

Performance Audit. The Performance Audit shall define controlled test procedures for evaluating the System on an annual basis to ensure that system reliability and accuracy has not degraded over time and that the System continues to satisfy the functional and performance requirements. Procedures should be similar to those defined for

the operational test. TransCore shall also incorporate selected FBGPTRA ad hoc tests into the Performance Audit Test procedures.

On an annual basis beginning within 30 days of the 11-month anniversary of Final Acceptance, the TransCore will perform an audit for each operational Tolling Zone to verify that system reliability and accuracy has not degraded over time, and the System continues to satisfy the functional and performance requirements that are presented in the RFQ documentation and all other Agreements.

The audit shall utilize System transaction data, reports, and MOMS data for at least the 30 Days preceding the performance audit for the analysis. In addition, controlled tests shall be conducted by utilizing test vehicles mixed with live traffic. FBGPTRA may choose to perform ad hoc operational testing as part of the Performance Audit. A Performance Audit will be deemed successful by FBGPTRA if it is determined that the audit shows that the system requirements presented herein are met.

Within 30 days after the Performance Audit has been completed, FBGPTRA will provide the System Integrator a report of the results from the test period. 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.

At any time during the life of the contract FBGPTRA may conduct a third-party audit of the systems at its cost to determine if the system is performing as required. If the system fails to meet the established performance criteria FBGPTRA and TransCore will agree on a date by which the system will meet the performance requirements. FBGPTRA has the ability to audit the system a second time at their cost and if the system still fails to meet the established performance requirements the penalties described in **Exhibit B** – Performance Matrix may be applied by FBGPTRA. If any audit results are proven by the Integrator to be inaccurate, FBGPTRA shall reimburse Integrator for any and all costs plus reasonable markup associated with the investigative effort.

## **Maintenance**

Preventive Maintenance. FBGPTRA and TransCore shall mutually develop a preventive maintenance schedule designed to ensure the System maintains the performance and availability requirements set forth in the request for qualifications. TransCore 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.

TransCore shall include a comprehensive preventive maintenance program for the FBGPTRA toll system. 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.

TransCore 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. TransCore 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, TransCore 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.

Predictive Maintenance. During the life of the contract, TransCore shall continually track and analyze equipment failure and degradation rates in order to predict and modify maintenance service schedules. This analysis shall be based on both the manufacturer's data and historical data accumulated during the maintenance period.

The monthly Maintenance Report shall describe any analyses performed and any subsequent changes or modifications in maintenance activities. End of life, as defined by the manufacturer, subsystem replacement past the initial Warranty Term, or past any extended

Corrective/Emergency Maintenance. TransCore shall repair any Hardware or Software component after a failure has occurred, either as a whole or in part. TransCore shall maintain a staff of trained personnel of sufficient quantity and quality to ensure that repairs can be performed 24 hours a day, every day of the year. Via TransCore's MOMS and any existing MOMS, TransCore shall maintain an around the clock dispatching operation to accommodate emergency maintenance service calls. Repairs that require a lane closure or a lane to be taken out of service must be coordinated with either the FBGPTRA, or FBGPTRA's designated representative. TransCore shall track all service calls and related maintenance tasks performed by their staff via the MOMS.

Maintenance Service Manual. TransCore shall develop a Maintenance Service Manual for technical personnel assigned to the maintenance of the System. This manual shall include a general description, theory of operation, operator instructions, detailed electrical/electronic logic circuit analysis, mechanical functions, installation, test and trouble-shooting procedures, preventive and corrective maintenance procedures.

The Maintenance Service Manual shall also contain diagrams, schematics, layouts, and parts lists required to service each component and circuit board utilized in the System. The Maintenance Service Manual will be used primarily by TransCore's maintenance staff, but shall be provided to FBGPTRA in the event FBGPTRA should at some point decide to take over the maintenance responsibility for all or a portion of the system. This Maintenance Service Manual shall provide complete detailed technical descriptions of maintenance operations including, but not limited to, the following:

- Preventive maintenance schedule
- Troubleshooting techniques
- Corrective measures, both temporary and permanent
- Maintenance techniques
- Location and availability of support services for all major components
- Point-to-point component wiring schematics and logic signal flows
- Assembly and disassembly drawings, including exploded view drawings

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.

Maintenance (MOMS). TransCore shall provide a Maintenance On-Line Management System (MOMS) for all Projects as part of the work under this contract. The MOMS shall allow for monitoring and reporting of equipment failures within the entire set of Tolling Zones that may be procured under the contract. The MOMS shall be the primary point for FBGPTRA staff to verify system performance compliance. MOMS shall contain all relevant data required to identify and track maintenance activities, parts usage, personnel, and time. MOMS shall be the mechanism to record all maintenance communications from FBGPTRA or FBGPTRA representative for maintenance related requests (i.e. maintenance calls for corrective maintenance, system failures, etc.) via Help Desk, e-mail, or phone. The MOMS shall be the focal point for all System maintenance activities including routine preventive and corrective maintenance, real-time monitoring, repair calls, report generation, etc.

The intent of MOMS is to provide a user-friendly "dashboard" of information that can be used with little to no training. At a minimum, the MOMS shall be capable of providing the following information:

- Current system status
- Current Tolling Zone operational status
- Failure and/or malfunction location
- Failure and/or malfunction description (with priority level)

- Spare parts inventory quantity and control
- Part and equipment description (including part number and serial number)
- Record of last maintenance activity for a part entered by maintenance staff
- Record of last preventive and corrective maintenance activity for a part as entered by maintenance staff
- Historical system information/report generation
- Initiation individual or party

TransCore shall track all work orders in MOMS. The MOMS shall provide a status report of all work orders even if work is performed remotely. In addition, the MOMS system shall track staff times utilized for various tasks via the work orders. For corrective maintenance purposes, the MOMS shall track all response times and repair times.

TransCore 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 TransCore 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. TransCore 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.

TransCore shall be responsible for managing all equipment warranties. TransCore shall supply an updated list of all equipment covered by third party warranties, including the period of time covered by said warranties.

Failure Detection and Reporting. The MOMS shall be designed with the ability to generate work orders with no human intervention. Work order formats and specifications shall be developed during the design process and approved in writing by FBGPTRA, or FBGPTRA's designated representative. The MOMS shall provide for generating a minimum of four different types of work orders, including ad hoc, preventive, corrective, and emergency maintenance. The work order shall record the source of the work order, either as automatically triggered by MOMS

monitoring, or the person reporting the failure (e.g., TransCore's maintenance technician or FBGPTRA staff member), or both. The MOMS shall also provide the capability to build ad hoc work orders for unusual maintenance activities. In addition, a work order shall include, but not be limited to, the following information:

- Date/Time of work order generation
- Date/Time/Location of repair or maintenance call
- Work order number (sequential)
- Failure or malfunction description
- Description of action taken to resolve malfunction
- Name or ID of the technician performing the work

The MOMS shall also provide the capability to generate blank work orders for repairs or malfunctions not directly reported by the MOMS. Blank work orders shall still be generated for the sequential list maintained in MOMS. During maintenance of FBGPTRA toll system, System event or failure notifications may be initiated through a phone answering service, 24 hours a day, 7 days a week, 365 days per year, which then contacts the appropriate technician or the maintenance integrator.

The MOMS shall allow both automatic and manually activated paging of technicians once a work order has been generated. The MOMS shall be designed to accommodate the assignment of priority levels for each failure type. MOMS shall assign an initial priority level to each failure, but shall provide for manual override by TransCore or FBGPTRA personnel to account for aspects that impact severity level and MOMS cannot assess. The paging process shall check to determine the assigned active technician and update the dispatch grid to include the new service call. MOMS shall monitor the disposition of service calls and shall generate a page to the maintenance technician and/or the maintenance manager for any work order not responded to or repaired within the required time.

System Monitoring. The MOMS shall report the status and performance of all levels of the System equipment in real-time. The MOMS shall monitor all System equipment provided by TransCore under the FBGPTRA toll system. The performance monitoring shall be accessible from any workstation on the FBGPTRA network or via Virtual Private Network (VPN) access, provided the user has the proper access level. The performance monitoring function shall allow the user to select and observe the status and/or performance of several pre-defined portions of the System. The following is a breakdown of the various levels, and, at a minimum, the degree of information required to be displayed for each level:

- 1) Host server/plaza host computer
- 2) Tolling Zone level components
- 3) All equipment statuses for:
  - a) Status of all Tolling Zone applications;
  - i) Tolling Zone identification (ID)
- 4) Tolling Zone location (Tolling Zone ID)
  - a) Tolling Zone overall operation status (operational/degraded)
  - b) Current operational status of each major subsystem
  - c) Status of Tolling Zone communications link

System availability tracking. The MOMS shall track and calculate the availability of the Tolling Zone by function. The calculations shall be performed automatically whenever an availability report is run. The availability report shall take into account the number of installed Tolling Zones and the length of outages affecting the particular Tolling Zone function. The availability report shall be provided both for individual roadways and for user-selectable groups of tolling zones. The availability report shall be provided for user selectable time intervals.

Remote Access. The MOMS shall be designed with the capability to allow technicians and other users to access the MOMS network over the Internet. Technicians or maintenance staff shall typically utilize this function while off-site or to login and close out a work order. Remote access shall be designed to utilize typical remote access connection tools typically found on laptop computers.

Inventory/Spare Parts Control. TransCore shall provide a fully integrated spare parts inventory control subsystem or functionality as part of the MOMS. This function shall be integrated with the work order generation



function, which shall automatically update and maintain the system and spare parts inventory based on Work Orders and technicians recording of parts used during work order closeout. TransCore shall fully document the procedures, controls, Software applications, and facilities intended to be used to process and track the spare parts inventory. Spare parts control and monitoring shall be administered and reported through the MOMS only. As part of TransCore's maintenance activities, inventory reports shall be provided to FBGPTRA on a monthly basis. Additionally, FBGPTRA shall also have access to these reports via the MOMS.

TransCore shall be responsible for providing fully assembled and tested spare parts and components to replenish those that are used in the maintenance process. TransCore shall replace all parts and components used during the term of the purchase order at no cost to FBGPTRA, and shall turn over to FBGPTRA at the end of the purchase order a full spare parts inventory. Upgrades to and replacements of Hardware shall be the financial responsibility of TransCore. TransCore, based on experience and analysis, shall closely monitor the need for spare parts and components. This should include the identification of parts that are no longer available, those that are obsolete, etc. Purchasing, shipping, testing, and maintenance of spare parts are to be provided at no expense to FBGPTRA.

The MOMS shall be capable of tracking and calculating the Mean Time between Failure (MTBF) of the toll collection equipment. The calculation shall be performed automatically whenever the MTBF report is run. The MTBF shall take into account the number of installed pieces of equipment and the number of service calls on the equipment. Mean Time to Repair (MTTR) tracking shall also be performed automatically. It shall be recalculated every time a service call is closed on a particular piece of equipment for that equipment type.

Quality Management. TransCore is required to develop a quality program covering toll system operations and maintenance.

The objective of the Quality Management Plan (QMP) is to place the responsibility for the quality of all services, and to allow FBGPTRA to fulfill its responsibilities of exercising due diligence in overseeing the Toll Systems Services processes and products.

TransCore shall prepare a QMP for FBGPTRA's review and approval. Procedures shall be described for coordinating Toll Systems Services performed by different individuals in the same area, or in adjacent areas or related tasks to ensure that conflicts, omissions, or misalignments do not occur during operations and maintenance of the system. This shall also include the coordination of the review, approval, release, distribution, and revision of documents involving such parties.

Procedures shall:

- Ensure that TransCore personnel are familiar with all the provisions of the contract concerning their respective responsibilities.
- Provide for the education, training, and certification, as appropriate, of personnel performing activities affecting or assessing the quality of the Work to assure that such personnel achieve and maintain reasonable proficiency.
- Ensure that the Work is performed according to the QMP, generally accepted practices for these types of services and the contract.

Protocol for Emergencies. In emergencies affecting the safety or protection of persons, the Work or property at the Project Site or adjacent thereto, TransCore shall immediately act to prevent and mitigate threatened damage, injury, or loss. TransCore shall give FBGPTRA prompt written notice if TransCore believes that any significant changes in the Work or variations from the contract have been caused by such emergencies or damage or are required as a result thereof.

Decommissioning. For a variety of reasons FBGPTRA may elect to decommission any portion or subcomponent of or the entire System. FBGPTRA will issue authorization to TransCore to decommission. Under decommissioning efforts, TransCore shall be responsible for all necessary work to fully remove the physical System infrastructure, as well as any other System modification (i.e. MOMS, ICD updates, etc.) TransCore shall ensure that any decommissioning efforts will not adversely affect revenue collection for any other Project Segment both current and future.

End of Maintenance Term. TransCore shall be responsible to satisfy the following conditions in order for FBGPTRA to declare the end of any Maintenance Term on a Project Segment. TransCore shall not be released from their maintenance obligations until each of the below described conditions are met to the satisfaction of FBGPTRA and these are documented in writing by the appropriate FBGPTRA representative.

Inspection. A detailed inspection will be performed by FBGPTRA staff or a designated representative, and TransCore shall provide reasonable staff support for the inspection.

End of Maintenance Term Transition Plan. In preparation of completing the Maintenance Term, TransCore shall prepare and submit an End of Maintenance Term Transition Plan. The End of Maintenance Term Transition Plan shall detail the required efforts, processes, resources, and timeframe for transitioning maintenance services. The End of Maintenance Term Transition Plan shall be submitted six months prior to completion of the Maintenance Term.

- a. Transitioning Support. In accordance with the Transition Plan, TransCore shall provide the necessary training, coordination, and transfer of maintenance responsibility to FBGPTRA and or its representative(s).
- b. Maintenance Records. TransCore shall provide to FBGPTRA all current and historical maintenance records, equipment, and Software support contact information, outstanding equipment, and second source Software warranty paperwork, service records, and other relevant documentation to the satisfaction of FBGPTRA.
- c. Spares Parts, Components, Tools. TransCore shall transfer to FBGPTRA all spare parts, components, boards, tools, and other spare parts to FBGPTRA. The spare parts and components will be cross-referenced with MOMS to ensure that all parts and components are transferred to FBGPTRA.
- d. Passwords. TransCore shall provide all system passwords, user names, and other access and system security information to FBGPTRA.
- e. Training. TransCore shall provide maintenance training to designated FBGPTRA staff or representative to the satisfaction of FBGPTRA.
- f. Manuals and Drawings. TransCore shall provide revised, fully updated versions of all maintenance manuals, current Maintenance Plan, installation drawings, as-built drawings, and other relevant documentation to the satisfaction of FBGPTRA.
- g. Spare Equipment Repair. TransCore shall repair all spare equipment, to the satisfaction of FBGPTRA.
- h. Utilities and Communications Costs. FBGPTRA shall maintain responsibility for the billing and payment of all recurring communications and utilities costs during the course of the Agreement.
- i. Central US Interoperability Costs. FBGPTRA shall maintain responsibility for the billing and payment of all recurring costs for membership and data exchange with the Central US Interoperability Hub during the course of the Agreement.

## EXHIBIT B

### 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.		
Vehicle detection and reporting	Success rate of detection of vehicles passing through the tolling zone and producing resulting toll transactions or violation toll transaction records	>99.5%	Monthly Lane audits	Lost revenue
ETC Read Accuracy	Tag read success rate = the percentage of vehicles carrying a properly mounted tag passing beneath an antennae producing a correct read -	> 99.5%	Annual audit	Lost revenue - calculated on the % of tags below 99.5% not read and not producing a plate image using a control group of vehicles passing through each tolling zone.
Vehicle Classification	Correctly classifying the vehicle's class based on the	>99%	Monthly Lane Audits	Lost revenue

	classification scheme established by FBGPTRA	>99.5%		
	Avoid reading a single vehicle as two or more vehicles			
Performance Objective	Required Service (task or deliverable)	Performance Standard	Method of Surveillance	Penalties for NOT meeting the Performance Standard
Image Capture - color photographs	Success rate for capturing an unobstructed readable plate image (both state and number discernible)	98%	Annual audit	\$20,000
				\$20,000
	Success rate of correlating the image to the correct transaction for both front and rear plates	>97%	Annual audit	\$20,000
		85%	Annual audit	\$10,000
	OCR success rate in obtaining a plate extraction that matches one plate per transaction that	<5%	Annual audit	

	are readable and unobstructed			
	Success rate for capturing percent of incorrectly reported OCR results			
ETC Read Accuracy Minimus Standard	Tag read success rate = the percentage of vehicles carrying a properly mounted tag passing beneath an antennae producing a correct read -	> 99.5%	Annual audit	If the result of the annual audit indicates a success rate of 97% or less, the monthly system maintenance cost will be withheld until the system achieves a 99% rate or greater.
<b>Performance Objective</b>	<b>Required Service (task or deliverable)</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>	<b>Penalties for NOT meeting the Performance Standard</b>
Image Capture Minimus	Success rate for capturing a unobstructed readable plate image (both state and number discernible)	98%	Annual Audit	If the result of the annual audit indicates a success rate of 96.5% or less, the monthly system maintenance cost will be withheld until the system achieves a 98% rate or greater.
Success rate	Includes ETC	>99.99%	System	Lost Revenue

in transmitting, receiving and processing all system data	transactions to Interoperable HUB; images, MOMs messages, equipment diagnostics messages, to the Project Host; tag status files to the lanes; all data required to collect, operate, and monitor the tolling system and all other data that is required by the contract to the required location.		report	
System Availability	Amount of time in a year the system is functioning to ensure revenue can be collected and or violations processed	99.7%	System report	\$1000 per day plus Lost Revenue
<b>Performance Objective</b>	<b>Required Service (task or deliverable)</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>	<b>Penalties for NOT meeting the Performance Standard</b>
Mean time to respond	The Integrator shall either be	an average response time of	System report	Lost Revenue



	on-site or be logged in to the system through remote access to assess the problem within the specified response time 24 hours per day, 7 days a week, 365 days per year.	no longer than two (2) hours including weekends and holidays upon issuance by MOMS		
Mean time to Repair	<p>Repair times shall be assigned based on priority level. Priority levels are based upon impact to revenue. The following are the defined of priority levels per equipment type.</p> <p><b>Priority 1</b> - Equipment failures that directly affect the accurate collection and reconciliation of tolls</p> <p><b>Priority 2</b> - Equipment failures that indirectly affect the accurate collection and reconciliation of tolls</p>	<p>8 hours</p> <p>24 hours</p> <p>48 hours</p>	System report	Lost Revenue

	<b>Priority 3 -</b> Equipment failures that do not affect the accurate collection and reconciliation of tolls			
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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TransCore, LP  
Houston, TX United States

Certificate Number:  
2017-269793

Date Filed:  
10/09/2017

Date Acknowledged:  
10/11/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend Grand Parkway Toll Road Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FBGPTRA  
Tolling equipment operations and maintenance at various roadway facilities in the state of Texas.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Roper Technologies, Inc.	Sarasota, FL United States	X	

5 Check only if there is NO Interested Party.

☐

## 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said R Clint Holley, this the 9th day of October, 2017, to certify which, witness my hand and seal of office.

*[Signature]*

Signature of officer administering oath

Kirsi Thomas

Printed name of officer administering oath

Project Coordinator

Title of officer administering oath