

**SUPPLEMENTAL AGREEMENT NO. 11
TO
AGREEMENT OF NOVEMBER 15, 2017
FOR TOLL SYSTEMS
OPERATIONS AND MAINTENANCE
MASTER SERVICE AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 20th day of March, 2023, and modifies the MASTER SERVICE AGREEMENT effective November 15, 2017 (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 1.01 of the Agreement, the Authority and Contractor approve the addition of services and revised compensation for services evidenced by the proposal attached as an addition to Exhibit A.
2. Section 3.04. Term and Termination:

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.

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.]

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. Rice

Name: James D. Rice

Title: Chairman

TransCore, LP, a Delaware limited partnership,
By its General Partner:

TLP Holdings, LLC,

a Delaware limited liability company

By: Seth M. Thomas

Name: Seth M. Thomas

Title: Vice President, Managing Director

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 – Pricing Addendum

This pricing comprises standard RTCS O&M scope for equipment and services and includes the following assumptions:

- ☐ Pricing is based on 2022 dollars
- ☐ Annual CPI adjustments will be applied to all cost components
- ☐ MMC ITS maintenance monitoring services remains as per the current agreement and billed separately from RTCS O&M
- ☐ New CPC and DR host servers will be provided as a separate Supplement to the O&M Agreement.

Compensation for Operations and Maintenance

Roadway	Month	Year	Total (5 Year)
Fort Bend Parkway			
Operations *	\$ 11,336.05	\$ 136,032.56	\$ 680,162.80
Operations (DR)	\$ 519.97	\$ 6,239.68	\$ 31,198.40
Maintenance	\$ 18,720.94	\$ 224,651.24	\$ 1,123,256.20
Escrow 5 yr		\$ 4,704.63	\$ 23,523.13
Escrow DR 5 yr		\$ 1,070.90	\$ 5,354.52
Annual Audit		\$ 15,380.07	\$ 76,900.34
Decommissioning **			
Decommissioning DR **			
Westpark Tollway			
Operations *	\$ 3,341.84	\$ 40,102.04	\$ 200,510.20
Operations (DR)	\$ 519.97	\$ 6,239.68	\$ 31,198.40
Maintenance	\$ 12,180.23	\$ 146,162.72	\$ 730,813.60
Escrow 5 yr		\$ 4,366.09	\$ 21,830.47
Escrow DR 5 yr		\$ 993.85	\$ 4,969.23
Annual Audit		\$ 10,868.49	\$ 54,342.47
Decommissioning **			
Decommissioning DR **			

Grand Parkway			
Operations *	\$ 21,910.10	\$ 262,921.16	\$ 1,314,605.80
Operations (DR)	\$ 1,559.93	\$ 18,719.18	\$ 93,595.92
Maintenance	\$ 27,372.44	\$ 328,469.24	\$ 1,642,346.20
Escrow 5 yr		\$ 13,922.34	\$ 69,611.71
Escrow DR 5 yr		\$ 2,512.65	\$ 12,563.24
Annual Audit		\$ 33,242.54	\$ 166,212.69
Decommissioning **			
Decommissioning DR **			
Total			\$ 6,282,995.32

* No extra charges for system changes during the contract term, except in the case of any major or structural changes to the system, such as ICD changes, tri-protocol implementation, handling multiple TVLs. These will be handled as Changer Orders based on the pricing tables under Additional Price Lists.

**Any decommissioning work will be performed as an additional Supplemental Agreement

*** In the event, TransCore desires an increase in Exhibit A on or before the anniversary of the agreement, TransCore shall present to the Authority a schedule and documentation supporting the requested increases for the next annual period of the upcoming year. Consumer Price Index (CPI) increases for rates in Exhibit A shall be based on CPI for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics.

Additional costs to be added once 16 new lanes are operational (amounts to be prorated as lanes are added:

Task	Amount
Annual Audit	\$ 15,480.00 per year
Additional Maintenance & Spares	\$ 17,062.01 per month

Additional Price Lists

Any additional work outside of the agreed upon scope will be processed as a Change Order and billed as Time and Material based on the following prices.

Position	Hourly Labor Rates (Fully Loaded) by Calendar Year				
	2023	2024	2025	2026	2027
Project Director	\$257.00	\$265.00	\$273.00	\$282.00	\$291.00
Project Manager	\$247.00	\$255.00	\$263.00	\$271.00	\$280.00
Maintenance Technician	\$126.00	\$130.00	\$134.00	\$139.00	\$144.00
System Engineer	\$186.00	\$192.00	\$198.00	\$204.00	\$211.00
System Analyst	\$142.00	\$147.00	\$152.00	\$157.00	\$162.00
Database Analyst	\$213.00	\$220.00	\$227.00	\$234.00	\$242.00
Network Analyst	\$154.00	\$159.00	\$164.00	\$169.00	\$175.00
Network Architect	\$186.00	\$192.00	\$198.00	\$204.00	\$211.00
Installation Manager	\$193.00	\$199.00	\$205.00	\$212.00	\$219.00
Testing Manager	\$209.00	\$216.00	\$223.00	\$230.00	\$237.00
Software Development Engineer	\$205.00	\$212.00	\$219.00	\$226.00	\$233.00
Software Development Manager	\$257.00	\$265.00	\$273.00	\$282.00	\$291.00
Training Manager	\$96.00	\$99.00	\$102.00	\$106.00	\$110.00
Drafter/CAD-Operator	\$126.00	\$130.00	\$134.00	\$139.00	\$144.00
Licensed Engineer	\$211.00	\$218.00	\$225.00	\$232.00	\$239.00
Senior Technician	\$151.00	\$156.00	\$161.00	\$166.00	\$171.00
Technician	\$126.00	\$130.00	\$134.00	\$139.00	\$144.00
Maintenance Manager	\$186.00	\$192.00	\$198.00	\$204.00	\$211.00

Infinity and E6 Equipment	Unit	Price
Tipout Rack	ea.	\$3,125.00
Single Blade Enclosure	ea.	\$10,450.00
Universal Server Blades	ea.	\$9,000.00
ORT Blade	ea.	\$3,450.00
IVIS Blades (Single Detector)	ea.	\$4,700.00

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IVIS Blades (Dual Detector)	ea.	\$6,450.00
OPUS Blade	ea.	\$3,500.00
DDC Blade and Relays	ea.	\$1,700.00
Network Blade	ea.	\$2,400.00
DVAS 360 (Camera with External Enclosure)	ea.	\$3,685.00
VCARS Camera with Dual Illuminator	ea.	\$38,500.00
VCARS II Camera	ea.	\$48,000.00
OPUS Unit	ea.	\$16,080.00
Encompass 6 Reader (with 3 hole enclosure)	ea.	\$10,000.00
Encompass 6 Reader GPS Module	ea.	\$625.00
Encompass 6 Reader Multiplexer	ea.	\$500.00
Encompass 6 Reader Mounting Hardware	ea.	\$82.25
AVI Universal Toll Antenna	ea.	\$900.00

Prices shown above do not include shipping costs, which will be invoiced separately at direct cost.

CONTRACTOR VERIFICATION STATEMENT

Reference is made to that certain Supplemental Agreement No. 11 to Agreement of November 15, 2017, for Toll Systems Operations and Maintenance Master Service Agreement by and between the Fort Bend Grand Parkway Toll Road Authority and TransCore, LP, a limited partnership organized under the laws of Delaware (the "Contractor") dated as of March 15, 2023 (the "Agreement"). In connection with the foregoing Agreement, Contractor hereby 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,
- (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code;
- (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code;
- (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code;
- (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in 2274.001(3), Texas Government Code; and
- (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.

IN WITNESS WHEREOF, THE FOLLOWING INDIVIDUAL AS AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR HEREBY EXECUTES AND DELIVERS THIS VERIFICATION STATEMENT EFFECTIVE AS OF THE EFFECTIVE DATE OF THE AGREEMENT:

TransCore, LP, a Delaware limited partnership

By: STE TransCore Holdings Inc.

By: 

Name: Seth M. Thomas

Title: Vice President, Managing Director