

SECOND AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND
THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD
REGARDING PARKING CLEARINGHOUSE SERVICES

THIS SECOND AMENDMENT ("Second Amendment") is entered into to be effective as of the 7th day of April, 2005, and includes additional revisions effective as of the 3rd day of November, 2005, by and between the NORTH TEXAS TOLLWAY AUTHORITY (the "NTTA"), a regional tollway authority and a political subdivision of the State of Texas, and the DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD (the "Board"), a public governmental agency of the Cities of Dallas and Fort Worth, created by Contract and Agreement dated April 15, 1968, pursuant to statutory authority under the Laws of the State of Texas.

WHEREAS, the Board at its meeting on September 4, 2003, approved Board Resolution No. 2003-09-308 authorizing the Board to enter into an Interlocal Agreement (Board Contract No. 7003533) (hereinafter "Agreement") with the NTTA in order to utilize the NTTA's electronic fee collection system and related clearinghouse functions to support parking revenue collection at Dallas-Fort Worth International Airport ("the Airport"), which Agreement was effective as of September 4, 2003;

WHEREAS, the Agreement was amended ("First Amendment") effective as of July 28th, 2004, pursuant to Board Resolution No. 2004-10-358, to provide for the NTTA to implement the Enhanced Interim Solution described therein, which included the installation and maintenance of Equipment listed on Exhibit A to the First Amendment;

WHEREAS, the NTTA has installed the Equipment pursuant to the First Amendment and retained ownership of the Equipment;

WHEREAS, the Board desires the NTTA to install configure, integrate, test and maintain additional Automated Vehicle Identification (AVI) equipment to provide TollTag capability throughout the Board's Parking System at the Airport, including AVI TollTag readers, antennae, lane controllers, and all ancillary equipment, as listed on Exhibit A attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Additional Equipment"), pursuant to the Scope of Work attached as Exhibit B hereto and made a part hereof, and to provide parking clearinghouse services for all parking lanes at the Airport; and

WHEREAS, the Board further desires to obtain ownership of, and to have the NTTA provide Maintenance Services for, the Equipment and the Additional Equipment, in accordance with the Statement of Work – Equipment Maintenance, as set forth in Exhibit B to the First Amendment;

WHEREAS, the Board approved Board Resolution No. 2005-04-171 on April 7th, 2005, authorizing amendment of the Agreement, in the amount not to exceed \$1,807,443.00, to pay NTTA for installation of the Additional Equipment and to fund the purchase of the Equipment and Additional Equipment; and

WHEREAS, the Board further approved Board Resolution No. 2005-11-455 on November 3rd, 2005, authorizing amendment of the Agreement to fund maintenance and support services by NTTA of the Equipment and Additional Equipment in the amount not to exceed \$180,000.00 for Board Fiscal Year 2006, and three additional one-year options for hardware maintenance support services in the total amount not to exceed \$540,000.00, subject to funding availability;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually covenant and agree as follows:

I. Article 5, "MISCELLANEOUS PROVISIONS," of the Agreement is amended as follows:

In Section 5.12, Notices, delete all references to "Jerry Hiebert, Executive Director" and replace with "Allan Rutter, Executive Director."

II. Article 6 of the Agreement, as added by the First Amendment, is amended as follows:

A. Add the following paragraph at the end of Section 6.1, Scope of NTTA Equipment Installation and Related Maintenance Services:

The NTTA also shall provide and install at mutually acceptable locations at the Airport the Additional Equipment as listed on Exhibit A attached hereto and incorporated herein by this reference. NTTA shall perform the Work required by this Second Amendment in accordance with the "Scope of Work – Installation of Additional Equipment (May 26, 2005)" attached as Exhibit B hereto and made a part hereof by this reference and in accordance with the "Memorandum of Understanding (MOU) Between Federal APD (FAPD) and NTTA - AVI Reader Integration into the APS," as executed by NTTA, FAPD, and the Board, attached hereto as Exhibit C, and incorporated as if set forth herein by this reference. The NTTA shall maintain the Additional Equipment in accordance with the Statement of Work – Equipment Maintenance, as set forth in Exhibit B of the First Amendment to the Agreement, as amended herein. In accordance with the terms and conditions of the Agreement, NTTA shall provide parking clearinghouse services for all parking lanes at the Airport at which Additional Equipment is installed.

B. Amend Section 6.2, Payment Obligations and Procedures, added by the First Amendment of the Agreement, by adding the following new Section 6.2(d): (d) The Board shall pay the NTTA \$15,000.00 per month, payable on the fifteenth (15th) day of each month, beginning upon completion and Board acceptance of the installation of Additional Equipment included in this Second Amendment and ending September 15, 2006, for all costs, expenses and obligations in connection with the maintenance, servicing and repair of the Equipment and Additional Equipment ("Maintenance Services") by the NTTA in accordance with the requirements of the Agreement and relevant amendments thereto, in the amount not to exceed \$180,000.00 for Board Fiscal Year 2006. This Amendment includes three additional one-year options to be exercised at the sole discretion of the Board for equipment maintenance support services in the amount not to exceed \$180,000.00, annually, for a total option amount not to exceed \$540,000.00, payable subject to annual funding availability, and further contingent upon the Agreement being renewed by the parties in accordance with Section 5.1 thereof.

C. Add the following new sections at the end of Article 6:

6.7 Progress Payment Procedures for Equipment and Installation.

(a) In addition to the payment obligations of Section 6.2, the Board shall further pay to the NTTA the total amount not to exceed \$1,807,443.00, for the purchase of the Equipment and for the purchase and installation of the Additional Equipment. NTTA shall furnish a breakdown of the total amount to be paid for the portion of the work referenced in this Section 6.8 in such detail as requested to provide a basis for determining progress payments. Payments for Maintenance Services shall not be included in progress payments but shall be made in accordance with Section 6.2, as amended.

(b) Before the first application for a progress payment, the NTTA shall submit to the Board a Schedule of Values allocated to various portions of the work described in Section 6.8(a) above, prepared in such form and supported by such data to substantiate its accuracy as the Board may require. This schedule, unless objected to by the Board, shall be used as a basis for reviewing NTTA's pay request(s). Pay requests shall indicate the completion of each portion of the work identified in the schedule of values as of the end of the period covered by the pay request.

(c) All work covered by progress payments shall, at the time of the payment, become the sole property of the Board, but this shall not be construed as relieving the NTTA from the sole responsibility for work upon which payments have been made or the restoration of any damaged work, or waiving the right of the Board to require the fulfillment of all of the terms of the Agreement.

(d) Following receipt of proper pay requests, the Board shall make progress payments as the work proceeds on a work-in-place basis approved by the Board. A proper pay request should consist of: (1) the name and address of the entity and the pay period, (2) the contract number or other authorization for delivery of property or services; (3) certification as set forth below; (4) updated Schedule of Values which indicates mutually agreed upon itemized completed work; and (5) any other sustaining documentation or information substantiating the NTTA's right to payment as the Board may require, including copies of executed change orders for which payment is being requested.

(e) Upon payment by the Board, the NTTA shall pay each subcontractor the appropriate share of the payment not later than the 7th calendar day after the day on which the NTTA receives payment from the Board.

(f) With the submission of each request for a payment, the NTTA shall certify the following:

"IT IS HEREBY CERTIFIED that the information contained in this Request for Payment accurately represents the actual amounts due for work performed and the materials supplied to date under the terms of this Contract; and further that there has been full compliance with all labor provisions included in Contract. I understand that an intentional violation of this certification is a criminal offense and subject to penalties for fraud."

(g) If the Board deems a pay request to be improper or defective, the Board will return the pay request for the NTTA's resubmission. In the event that portions of the pay request are withheld, the balance of eligible charges will be processed for payment. The Board may withhold all or part of any payment otherwise due the NTTA if any one of the following conditions exists:

- (1) Defective work or failure to execute the Work in strict accordance with the Agreement and/or Scope of Work;
- (2) Unauthorized deviations from the Agreement and/or Scope of Work;
- (3) Damage to another Contractor;
- (4) Work not fully completed or corrected after substantial or final completion.
- (5) Reasonable doubt that the Work will be completed within the scheduled time; and that the unpaid balance would not be adequate to complete the remaining work.
- (6) Unpaid amounts owed to the Board for fees and charges for services or permits, assessments for damage to Board property, or use of Board facilities and services.
- (7) Failure to comply with the requirements of the approved Project Schedule. .
- (8) Errors due to any cause that may be discovered in any previous progress payment.

When the above reasons for withholding payment are resolved, the NTTA may submit a request for payment of amounts previously withheld.

6.8 Ownership of Equipment and Additional Equipment. (a) The NTTA hereby conveys to the Board all right, title and ownership interests NTTA has in or to all Equipment listed in Exhibit A of the First Amendment and Additional Equipment listed in Exhibit A hereto free and clear of all security interests, liens, encumbrances and other claims of any kind whatsoever. (b) Since the NTTA is selling the Equipment to the Board pursuant to this Second Amendment, and since the Equipment has been previously installed by the NTTA, the following sections added to the Agreement by the First Amendment are hereby deleted: Section 6.3, "Possession, Use and Maintenance of the Equipment"; Section 6.4, "Risk of Loss"; Section 6.5, "Return of Equipment"; and Section 6.6, "ASSIGNMENT AND TITLE."

6.9 Insurance Requirements. The minimum insurance requirements as set forth in Exhibit D, INSURANCE – WORK ON BOARD INSTALLATION, attached hereto and made a part hereof by this reference, must be maintained by the NTTA throughout the term of the Agreement, as amended. Certificates evidencing this insurance to be a force shall be provided to the Vice President of Procurement and Materials Management before commencement of Work.

III. Exhibit B, Statement of Work – Equipment Maintenance, to the First Amendment is amended as follows:

A. Revise the first sentence of the "Payment for Maintenance Services" Section to read, "Payment for Maintenance Services shall be made in accordance with Section 6.2 of the Agreement, as amended."

B. Revise the last sentence in paragraph 1.b. of the "Payment for Maintenance Services" Section to read, "Total maximum allowable reduction in monthly maintenance fees shall not exceed \$3,000.00."

IV. Except as expressly amended by this Second Amendment and the First Amendment, the Agreement shall remain in full force and effect as originally written. Except for this Second Amendment and the First Amendment, there have been no amendments or modifications, whether express or implied of any kind to the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Board and the NTTA have executed this Second Amendment on the dates shown below, to be effective on the dates listed above.

DALLAS/FORT WORTH INTERNATIONAL
AIRPORT BOARD

ATTEST:

Donna J. Schnell
Secretary

By: [Signature]
for Jeffrey P. Fegan, Chief Executive Officer

Date: 7/31/2006

APPROVED AS TO FORM:

Legal Counsel to the Board
By: Donna M. Atwood
Donna M. Atwood

NORTH TEXAS TOLLWAY AUTHORITY

ATTEST:

Ruby Franklin
Ruby Franklin, Secretary

By: [Signature]
Allan Rutter, Executive Director

Date: 8/21/06

APPROVED AS TO FORM:

LOCKE LIDDELL & SAPP LLP,
General Counsel to the NTTA

By: [Signature]
Frank E. Stevenson, II

EXHIBIT A
ADDITIONAL EQUIPMENT

(See Attached)

ANT and Lane Equipment

Line	Patton Island Lanes			SRD Island Lanes			Remede Crpy Lanes			Main Plaza Lanes			Spares	Total Qty	Mfg.	Mfg. Part #	Description
	Qty	III	III	Qty	III	III	Qty	III	III	Qty	III	III					
1	1	1	1	1	1	1	1	1	1	1	1	1		51	Amtech	AI 1200	Reader Logic Board (new)
2	0	0	0	0	0	0	0	0	0	0	0	0		0	Amtech	AI 1200	Reader WIREMA Enclosure
3	2	60	2	32	2	18	2	86						198	Opto 22	ODCS	G1 Input Module
4	1	30	1	16	1	9	1	44						99	Opto 22	ODCS	G1 Output Module
5	1	1	1	1	1	1	1	44						51	Amtech	AR 2200	RF Module
6	1	30	1	16	1	9	1	44						89	Amtech	AA 3152	Universal Toll Antenna
7	1	0	0	0	0	0	0	0						0	Amtech	9774	Farapanel Antenna
8	25	750	25	400	25	225	25	8900						10175	Bedden	FS-14-50	IF Cable (H)
9	15	450	15	240	15	135	15	660						1485	Andrew		RF Coax Connectors, N-Type Male
10	2	60	2	32	2	18	2	98						198	Andrew		Attenuator, 2W, 2 GHz, 6dB
11	1	30	1	16	1	9	1	44						99			Corrin Cable
12	1	30	1	16	1	9	1	44						99			Miscellaneous
13	50	1500	50	800	50	450	50	2200						4850	Bedden	6200-1002	Reader Module Rack-mount, 2U
14	1	30	1	16	1	9	1	44						99			Reader Module Assembly
15	0	0	0	0	0	0	0	0						44	ETC		Power Supply, 15V, 7A
16	0	0	0	0	0	0	0	0						99	Keneco	CA 35	Power Supply Cover
17	1	30	1	16	1	9	1	44						55	ETC		Reader Interface Board
18	1	30	1	16	1	9	1	44						55	Hoffman		Lane Enclosure, 24x30x12
19	1	30	1	16	1	9	1	44						55	ETC		Lane Enclosure Assembly
20	1	30	1	16	1	9	1	44						55	Hoffman		Floor Stand Kit, 12 inch
21	1	30	1	16	1	9	1	44						55	ETC		Lane Enclosure Terminal Rail
22	1	30	1	16	1	9	1	44						55	Hoffman	(new)	Brainboard
23	1	30	1	16	1	9	1	44						55	ETC		Opto Panel, 8 position
24	1	30	1	16	1	9	1	44						55	Opto 22	B1	12/24 V Power Supply
25	1	30	1	16	1	9	1	44						55	Opto 22	G4P8BH	Voltage Regulator PCB
26	1	30	1	16	1	9	1	44						55	IPD		G4 Input Module
27	1	30	1	16	1	9	1	44						55	ETC		G4 Output Module
28	1	30	1	16	1	9	1	44						287	Opto 22	G4IDCS	Operator Display
29	0	0	0	0	0	0	0	0						0	Opto 22	G4IDCS	
30	0	0	0	0	0	0	0	0						0	ETC		
31	0	0	0	0	0	0	0	0						46	Peko		Carliiver Pole for Overhead Antenna
32	1	30	1	16	1	9	1	44						46	Custom		Antenna Bracket - Carliiver
33	1	30	1	16	1	9	1	44						0	Custom		Pole for Sidefire Antenna
34	0	0	0	0	0	0	0	0						0	Custom		Antenna Bracket - Side Fire
35	0	0	0	0	0	0	0	0						53	Custom		Carriopy Antenna Bracket
36	0	0	0	0	0	0	0	0									

Lane Controller Equipment

Rack Lane Controllers		Panel Lane Controllers		Spares		Total Qty		Mfg.		Mfg. Part #		Description	
Line	Qty/trl	trl	Qty/trl	trl									
1	12	12	12	12		24							
2	24	24	0	0		24				PRC-2193P-06V4-30X		Rack mount PC	Lane Controller
3	24	0	0	0		24				- Included		- Celeron 566 MHz CPU/ROBO 698 SBC	
4	24	0	0	0		24				- Included		- AMI BIOS	
5	24	0	0	0		24				- Included		- 128 MB 100 MHz RAM	
6	24	0	0	0		24				- Included		- 40 GB Hard Drive	
7	24	0	0	0		24				- Included		- 1.44 MB Floppy Drive	
8	24	0	0	0		24				- Included		- 300 W PS	
9	0	24	24	24		24						Chassis PC	
10	0	24	24	24		24						- Celeron 566 MHz CPU/ROBO 698 SBC	
11	0	24	24	24		24						- AMI Bios	
12	0	24	24	24		24						- 128 MB 100 MHz RAM	
13	0	24	24	24		24						- 40 GB Hard Drive	
14	0	24	24	24		24						- 1.44 MB Floppy Drive	
15	0	24	24	24		24						- 250 W PS	
16	24	24	24	24		48				18 AWG		Power Cord, 10 ft. w/Female IEC plug	
17	24	24	24	24		48				Straight Through		Serial Cable, D-Sub 9 Pin Male to Female, 10 ft.	
18	24	24	24	24		48				HDD-SMT102A1A		Hard Drive Carrier	
19	24	24	24	24		48				89125-0		Rocketport PCI 16	
20	12	12	12	12		24				97100-9		RS232/422 Interface Box with Surge Protection DB25	
21	24	24	24	24		48				QNX 4.25		Operating System	
22													
23	12	12				12							Lane Controller RackMount Equipment
24	12	12				12				7200-00XX		Terminal Block Assembly	
25	12	12				12				7900-0017		Serial Failover Module, Rk-mnt, 2U	
26	12	12				12						Serial Failover Module Assembly	
27	80	80				80				C2907-30D		Slide-Out Rack Rails - Pair w/brackets	
28	12	12				12				SUA1500RM2U		UPS, 1500VA, Rackmount, 2U	
29	12	12				12				AL423224RFR		Enclosure, 42x32x24 w/Rack Rails	
30	12	12				12				VFF-002		Fan & Filtered Vent	
31	12	12				12				Custom		Floor Stand	
32	0	0				0						Air Conditioner	
33													
34						12							Lane Controller Panel Mount Equipment
35						12						Terminal Block Assembly	
36						12						Assembled Panel	
37						12						Serial Failover Module, Panel-mount	
38						12						Serial Failover Module Assembly	
39						12				SUA1500		UPS, 1500 VA, Shelf Mount	
40						12						Enclosure, Steel, Powder Coated	
41						12						Floor Stand	
42						12						Air Conditioner	
43													
44						112				Telebyte		RS 232 to 422 Converter	

45				112		112	Telebyte	8022NX	RS 422 Lighting/ Surge Protector
46				112		112	Custom	H2D01D03DETC003-R2	Adapter Cable for 422 Converter
47				128		128	Telebyte	8277	RS 232 to Fiber Optic Converter
48				128		128	Telebyte	1510-0033	Fiber Converter Power Adapter, 110 V
49				128		128	Custom		Adapter Cable for Fiber Converter
50									
51		12		22		34	ABB/Entelec	1SVR423418R1000	Sync Bus Power Supply
52	1	12	---	22		34	ABB/Entelec		Sync Bus Terminal Rail
53									
54									Shipping and Handling

**EXHIBIT B SCOPE OF WORK
INSTALLATION OF ADDITIONAL EQUIPMENT
(May 26, 2005)**

This scope of services describes the Work required to install, configure, integrate, and test Automatic Vehicle Identification (AVI) lane equipment including, but not limited to, readers/antennas, conduit, cable and associated equipment at various locations throughout the Dallas Fort Worth International Airport. This equipment, also known as the "Additional Equipment," is described and identified in Exhibit A attached and incorporated into the Second Amendment to the Interlocal Agreement ("Agreement"), to which this Exhibit B is also attached and incorporated by reference.

Work shall be completed in accordance with the "Memorandum of Understanding (MOU) Between Federal APD (FAPD) and (NTTA) - AVI Reader Integration into -the APS," attached to and incorporated by reference into the Second Amendment, that delineates and assigns responsibility for all aspects of the implementation of the AVI-AMS work for the Board's Automated Parking System (APS). The Board may undertake, or award other contracts, for additional work at or near the Site of the Work under this Amendment or the Agreement. NTTA shall fully cooperate with the other contractors and with employees of the Board and shall carefully adapt scheduling and performing the Work under the Agreement to accommodate the additional work, heeding any direction that may be provided by the Board. NTTA shall not commit or permit any act that will interfere with the performance of work by any other contractor or by employees of the Board.

If any part of the Work depends, for proper execution or results, upon the work of any other contractor, the NTTA shall inspect the other contractor's work and promptly report in writing to the Board the results of the inspection prior to proceeding. The NTTA's failure to inspect and/or to report any defects constitute an acceptance of the other contractor's work as fit and proper for the reception of the Work, except as to defects that may develop in the other contractor's work after the execution of the Work authorized herein.

Description of the Work

- 1.0 NTTA shall supply all labor, equipment, materials, and supplies including but not limited to AVI – AMS antennas, readers, radio frequency (RF) modules, lane controllers, servers, and environmental enclosures required to install, integrate, and test the Upgraded Parking System Readers. The NTTA shall integrate the installed Additional Equipment into the Board's Automated Parking System (APS), working in coordination with Federal APD, the Board's Contractor for the APS pursuant to Board Contract No. 7003295.
- 2.0 Installed readers shall be tested in accordance with testing procedures established in the APS Functional Specifications of Board Contract No. 7003295, provided under separate cover, to ensure proper positioning and integration with the APS. If necessary, additional test scripts shall be created in coordination with FAPD and approved by the

Board to fully exercise the installation and test all AVI and related APS functionality and interoperability with NTTA for clearinghouse activities and maintenance, service and repair requirements.

- 3.0 General installation locations of the readers shall be as shown on the APS Construction Plans to be provided under separate cover and include the North and South Entry and Exit Plazas, North and South Remote lots, Infield lots, Employee lots, North and South Express lots, Terminal entrances and exits from the North and South service roads, the and the DFW Business Center. Exact locations to install and position the readers shall be determined in the field by the NTTA (NTTA) in coordination with FAPD, and approved by the Board's Designated Technical Representative(s).
- 4.0 Equipment includes, but shall not be limited to, the items listed below. Refer to Exhibit A to the Second Amendment for a more fully itemized equipment and materials list.
 - 5.1 Ninety-nine (99) AVI - AMS reader/antenna assemblies installed at specified locations.
 - 5.2 Twenty-four (24) lane controllers (RITE) and associated servers, parts, and equipment for complete assembly and mounting.
 - 5.3 Approximately one-thousand and twenty (1020) linear feet of 1" rigid metal conduit from reader/antenna assembly to lane controller, i.e., ten (10) linear feet of rigid metal conduit per one (1) AVI - AMS reader/antenna assembly.
 - 5.4 Approximately one-thousand, five-hundred and thirty (30) linear feet of reader/antenna cable from reader/antenna assembly to lane controller, i.e., fifteen (15) linear feet of reader/antenna cable per one (1) AVI reader/antenna assembly.
- 6.0 NTTA shall coordinate with FAPD to optimize AVI - AMS reading accuracy and minimize cross lane reads, vehicle queuing issues, and TollTag customer operational issues.
- 7.0 NTTA shall develop, install, and maintain the RITE system software and software required for the readers, antennas and other equipment installed under this scope of work to ensure interoperability and messaging between NTTA for clearinghouse services and the APS.
- 8.0 NTTA shall test all equipment, integration and interoperability in accordance with test scripts approved by the Board. Tests shall be successfully completed prior to activating each reader installation.
- 9.0 NTTA shall, without additional expense to the Board, be responsible for obtaining any necessary licenses and permits and for complying with any federal state, county, and municipal laws, codes, and regulations applicable to the performance of the Work, including, but not limited to, any laws or regulations required the use of licensed contractor to perform parts of the Work.

10.0 NTTA shall prepare and submit for approval:

10.1 Design drawings showing in detail the installation of materials and/or equipment, including diagram layouts, schematics, and illustrations sufficient to explain in detail the proposed design and installation of the Work. Approval by the Board shall not relieve the NTTA from responsibility for any errors or omissions in such drawings.

10.2 One complete set of reproducible Mylar transparencies of the as-built record drawings showing a complete and accurate record of the AVI reader installation (the Work) as actually installed.

11.0 Maintenance, service, and repair services for the Additional Equipment installed under this Scope of Work shall be provided in accordance with requirements set forth in Exhibit B, Statement of Work - Equipment Maintenance, to the First Amendment to the Agreement.

Deliverables

NTTA shall provide:

- 1.0 All labor, equipment, materials, supplies, and services, including software programming services, necessary to provide a fully functional and integrated installation of AVI - AMS readers as described herein, including, but not limited to, reader/ antenna assemblies, housings, controllers, RF modules, servers, power supplies, cable, clamps, enclosures, cabinets, mounting hardware, connectors, panels, relays and power service(s).
- 2.0 Traffic Control Plan (TCP), if required, for those lanes identified in the Schedule Section that the APS installation has been previously completed.
- 3.0 Integration and interoperability services necessary to successfully integrate the AVI - AMS with APS and satisfy the requirements of the MOU and AVI-AMS requirements included in the APS Functional Specifications.
- 4.0 Test scripts to be approved by the Board for functionality not addressed in test scripts prepared by FAPD, including but not limited to the RITE controller assemblies.
- 5.0 One complete set of reproducible Mylar transparencies of the as-built record drawings showing a complete and accurate record of the AVI reader installation (the Work) as actually installed.

6.0 Maintenance, service, and repair services in accordance with Exhibit B, Statement of Work - Equipment Maintenance, to the First Amendment to the Agreement for (a) the Equipment installed in accordance with the First Amendment and listed on Exhibit A to the First Amendment, and (b) the Additional Equipment, installed under this Scope of Work, and further identified and described in Exhibit A to the Second Amendment, to which this Scope of Work is attached as Exhibit B.

Owner Furnished Services/Items (to be provided under separate cover)

- 1.0 APS Functional Specifications
- 2.0 APS Construction Plans
- 3.0 APS Construction Installation Schedule
- 4.0 Services to geographically locate the latitude and longitude of all readers installed under this scope of work.

Schedule

- 1.0 Except for lane installations identified in Item 2, below NTTA shall coordinate installation of the AVI reader/antenna assemblies and all associated equipment and materials with the APS construction schedule.
- 2.0 NTTA shall coordinate the reader installation in Exit Lanes Nos. 41, 42, 43, 21, 22, 80, 85, and Entry Lane No.6 separately with the Board. The APS installation has been completed in these lanes.
- 3.0 With exception of the lanes identified in Item 2. above, the AVI readers included in this SOW shall be installed incrementally in conjunction with the incremental "Go-Live" APS lane activation.
- 4.0 NTTA shall develop the reader installation schedule to coordinate with the approved APS construction schedule.
- 5.0 All work shall be completed on or before the approved APS completion date.

EXHIBIT C

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN FEDERAL APD (FAPD)
and NTTA – AVI READER
INTEGRATION INTO THE APS

Memorandum of Understanding (MOU)
Between Federal APD and NTTA
AVI Reader Integration into the APS

The purpose of this Memorandum of Understanding (MOU) is to identify and delineate the specific individual responsibilities of Federal APD, Inc. (FAPD), and the North Texas Tollway Authority (NTTA) with respect to certain Automated Vehicle Identification (AVI) - Automated Management System (AMS) readers and other equipment being installed and integrated into the Airport Parking System (APS) at Dallas/Fort Worth International Airport (DFW).

Both FAPD and NTTA have existing contracts with the DFW International Airport Board (Board). FAPD is the prime contractor for the APS project pursuant to Board Contract No. 7003295. NTTA entered into an Interlocal Agreement with the Board, Board Contract No. 7003533, as amended, that enables the Board to utilize the NTTA's electronic toll collection system (consisting of the RITE System software and Transcore's TollTag transponders) and related clearinghouse functions and authorizes NTTA to provide various upgraded TollTag equipment and related maintenance services at DFW.

At its April 5, 2005 meeting, the Board approved amendments to each of the above contracts conditioned on FAPD and NTTA signing an agreement that clearly delineates and assigns responsibility for all aspects of the implementation, operation, and maintenance of the AVI-AMS work for the APS. This MOU is intended to satisfy the Board's conditions.

As further directed by the Board, a signed copy of this MOU will be incorporated into the related change order for FAPD's contract and into the amendment to NTTA's Interlocal Agreement with the Board. The terms and conditions of each party's contract with the Board, as amended, shall apply to all work that party performs related to this MOU.

NTTA Responsibilities

- Purchase, locate, mount, install and maintain AVI Antennas, Readers, Radio Frequency (RF) modules, RITE Lane Controllers, RITE Facility Server, NTTA Parking Host (Maintenance Host) Server, NTTA Maintenance Application/Reports Server and appropriate environmental enclosures and any equipment or hardware necessary for the AVI equipment supplied, in accordance with the scope of work approved by the Board.
- Develop, install and maintain RITE System software and Interoperability software modules in accordance with the scope of work approved by the Board.
- Author an Interface Control Document (ICD) in collaboration with Federal APD, to define the messaging between the RITE Lane Controllers and the Sapphire Lane Controllers to be furnished and installed by FAPD (Lane ICD).
- Author an Interface Control Document (ICD) in collaboration with Federal APD, to define the messaging between the APS Onyx and the NTTA Maintenance Host [Maintenance Host ICD].
- Exchange information with APS Onyx per the Interoperability ICD.
- Author an AVI Optimization Plan that optimizes AVI reading accuracy while minimizing cross lane reads, vehicle queuing issues and TollTag customer operational issues.


- Perform the tag read, determine the validity of the tag status, and pass the appropriate tag data to the Sapphire Lane Controller per the Lane ICD.
- Maintain local information about tag reads that are not deemed valid.
- Provide fail over capability via a redundant RITE Lane Controller.
- Maintain an updated Tag Validation List (TVL) consisting of a TollTag number, status and class.
- Provide an updated TVL, both full and incremental updates, to the APS per current Interoperability specifications.
- Read the TVL from the APS Onyx and forward the TVL to the RITE Lane Controllers through the NTTA Maintenance Host and Facility Servers.
- Implement the NTTA Maintenance Host per the Maintenance Host ICD.
- Support RITE Lane Controller to Sapphire Lane Controller communication protocol based upon the Lane ICD.
- Perform RITE Lane Controller to Sapphire Lane Controller verification testing with FAPD in accordance with test scripts approved by the Board.
- Perform integrated system testing at a Dallas/Fort Worth location with FAPD in accordance with test scripts approved by the Board.
- Synchronize RITE subsystems to an NTTA/FAPD agreed upon master time source.
- Provide the first level of customer support for AVI public parking and ground transportation transactions. Examples include:
 - Answering customer inquiries through the NTTA's Customer Service Center regarding AVI parking or ground transportation transactions on their TollTag account.
 - Determining the order and status of TollTag reads in any lane for any time period in question.
 - Determining the performance of the AVI equipment using detailed lane controller data, Reader Handshake reports, and other diagnostic reports.

FAPD Responsibilities


- Purchase, maintain, mount and install all APS equipment not specifically identified within "NTTA Responsibilities".
- Send the trigger signal via IP messaging to the RITE Lane Controller to enable reads.
- Support RITE Lane Controller to Sapphire Lane Controller communication protocol based upon the Lane ICD.
- Vend the gate based upon Sapphire Lane Controller logic.
- Provide transaction matching, fee calculations and adjustments in accordance with APS approved detail design and Functional Specifications.
- Send the completed AVI transaction information to NTTA through Interoperability for posting at the NTTA TagStore including the vehicle License Plate (LP) data captured by the License Plate Recognition (LPR) subsystem transaction data.
- Forward locally blocked AVI tag information to the NTTA Maintenance Host per the Maintenance Host ICD.
- Modify the APS network architecture to support the RITE Lane Controllers and NTTA Maintenance Host(s), including:
 - IP addressing scheme
 - VLAN architecture
 - Additional 3550 switches at the North and South Plazas (if implemented) [Note: Switches to be provided by others]
 - Network connections and cabling

- Perform development integration and testing, including testing of workflows based on the tag read zone relative to the various lane geometries in accordance with APS detail design and Functional Specifications, based on test scripts provided by FAPD and approved by the Board.
- Perform RITE Lane Controller to Sapphire Lane Controller verification testing with the NTTA in accordance with APS detail design and Functional Specifications based on test scripts provided by FAPD and approved by the Board.
- Perform integrated system testing at a Dallas/Fort Worth location with the NTTA in accordance with test scripts approved by the Board.
- Synchronize RITE subsystems to an NTTA/FAPD agreed upon master time source.
- Exchange information with the NTTA per the Interoperability ICD.
- Provide the first level of lane troubleshooting support. Examples include:
 - In the event of a lane equipment malfunction, DFW Board staff will contact FAPD via pre-arranged service call procedures. FAPD will assess the nature of the malfunction, identifying the responsible component as the cause of the failure. Upon making this determination, FAPD will advise DFW Board staff to contact the NTTA service center if the cause of the malfunction is assumed to be the AVI reader, the RITE Lane Controller of the AVI subsystem, or any other NTTA provided equipment.
 - Determining if the TollTag in question was reported by the RITE Lane Controller to the FAPD "Sapphire" Lane Controller in the time period in question.
 - Coordinating efforts with the NTTA Support Staff to determine the status of TollTag in question and to troubleshoot the lane sequence (workflow) to determine if the vehicle framing was conducted properly.

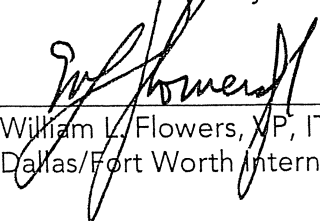
By signing below, each of the undersigned acknowledges that he/she has the authority to enter into and sign this MOU on behalf of the entity listed below his/her signature.

By: 
 Jim Mosesso, Program Mgr.,
 Federal APD, Inc.

Date: 5/4/05

By: 
 Rick Herrington, Asst. Exec. Director
 North Texas Tollway Authority

Date: 5-4-05

By: 
 William L. Flowers, VP, ITS and CIO
 Dallas/Fort Worth International Airport

Date: 5-5-2005

EXHIBIT D

INSURANCE - WORK ON BOARD INSTALLATION (April 03)

- A. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required herein.
- B. Before commencing work under this Contract, the Contractor shall certify to the BOARD in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the BOARD's interest shall not be effective until ten (10) calendar days after the insurer or the Contractor gives written notice to the BOARD.
- C. The Contractor shall insert the substance of this Section in subcontracts under this Contract, that require work on an installation owned or operated by, or under the control of, the BOARD and shall require subcontractors to provide and maintain the insurance required herein or the Contractor may provide said insurance coverage for the subcontractor(s). At least five (5) calendar days before entry of each such subcontractor's personnel on the installation, the subcontractor(s) shall furnish to the Contractor, a current certificate of insurance meeting the requirements of the Contract. The Contractor shall maintain a file of all such certificates on site and readily available for review by the BOARD or its authorized representative.

D. STANDARD INSURANCE SCHEDULE

- 1. Policies: At all times during the term of this Contract, the Contractor shall procure, pay for, and maintain, with approved insurance carriers, the insurance set forth below, and shall require all subcontractors and sub-subcontractors performing work for which the same liabilities apply under this Contract to do likewise or provide for the coverage for subcontractor(s).
 - a. Workers' Compensation (1 Sept 94): Worker's Compensation of not less than \$500,000 for each accident. With respect to the services provided under this Contract and during the Contract's term, Contractor shall not opt out of or otherwise fail to maintain such coverage notwithstanding any provision in Texas state law which would allow an employer that option. The workers compensation coverage required hereunder shall in all things comply with the substantive requirements for such coverage contained in Texas state law.

- (1) Texas Department of Insurance, Division of Workers' Compensation Rule 110.110 requires that all contractors providing services on a building and construction project for a governmental entity as DFW Airport must:
 - (a) provide verification by insurance certificate that all workers, including workers of subcontractors, are covered under workers' compensation insurance.
 - (b) Perform certain reporting duties to the governmental entity (DFW).
 - (c) Post notices at each work site.
 - (d) Collect and maintain insurance certificates of all subcontractors.
 - (2) The detailed responsibilities of contractors under TWCC Rule 110.110 are provided below in paragraph D. 5. of this Article.
- b. Commercial General Liability (CGL):
- (1) Minimum Required Limits:
\$1,000,000.00 per Occurrence
\$1,000,000.00 Aggregate
 - (2) Policy coverage must be on an "occurrence" basis using the 1986, or successor, CGL form(s) as approved by the Texas State BOARD of Insurance.
 - (3) Attachment of Endorsement CG2503, Amendment-Aggregate Limits of Insurance and CG2010, Additional Insured (per project).
 - (4) All other endorsements shall require prior approval by the Contract Administrator or Risk Manager.
- c. Comprehensive Automobile Liability:
- (1) Coverage shall be provided for owned, hired, and non-owned vehicles.
 - (2) Minimum Required Limits \$500,000.00 combined single limit.
- d. Aircraft Liability - Not Required

e. Excess Umbrella Liability

- (1) An Excess Umbrella Liability policy in the amount of \$1,000,000, as an excess of the primary coverage required in this Paragraph D., Standard Insurance Schedule, shall be maintained by the Contractor at all times during the term of this Contract. Policy coverage must be on an "occurrence" basis.
- (2) The Contractor may comply with this requirement as follows:
 - (a) A "Project Specific" policy which provides coverage for the Airport BOARD et al, Contractor, and Subcontractor(s), or
 - (b) A specific policy with the Airport BOARD et al and Subcontractor(s) as named insured, or,
 - (c) Inclusion of the Airport BOARD et al and all Subcontractors as additional insured under the Contractor's general umbrella liability policy.
- (3) The Contractor may insert a clause in the subcontract(s) that require Subcontractor(s) performing work under this Contract to provide and maintain an umbrella liability policy commensurate with the risks associated with the subcontract work to be performed. Umbrella liability provided by Subcontractor(s) will be at no additional cost to the BOARD and will not relieve the Contractor from the obligation of providing full primary coverage as stated in paragraphs 1) and 2), above. The BOARD will be named as an additional insured on all Subcontractor umbrella liability policies.

f. Installation Floater – Not Required

g. All-Risk Builder's Risk Insurance – Not Required

h. Asbestos Abatement Liability – Not Required

2. Special Conditions: Concerning insurance to be furnished by Contractor, it is a condition precedent to acceptability thereof that:

- a. Any policy submitted shall not be subject to limitations, conditions, or restrictions deemed inconsistent with the intent

of the Insurance Requirements to be fulfilled by Contractor, the BOARD's decision thereon shall be final.

- b. Unless noted herein, all policies are to be written through a licensed admitted company duly authorized by the Texas State BOARD of Insurance to transact that class of insurance in the State of Texas and listed in the A.M. Best Key Rating Guide, with a minimum rating of A - and of acceptable financial range.
- c. Approval, disapproval, or failure to act by the BOARD regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.
- d. No special payment, except when a line item is provided, shall be made by the BOARD for any insurance that the Contractor may be required to carry; all are included in the Contract Amount and the Contract Unit Price.
- e. Airport BOARD, et al, will be included as an additional insured on the following policies. "Airport BOARD, et al," means DFW International Airport Board, the Cities of Dallas and Fort Worth, Texas and their respective officers, agents, employees and volunteer workers.
 - (1) General Liability Policy
 - (2) Comprehensive Auto/Truck Policy
 - (3) Umbrella Liability Policy
 - (4) Aircraft Liability Policy
 - (5) Other policies as may be deemed appropriate by the Risk Management Department of D/FW.
- f. The insurance companies issuing the policy or policies shall have no recourse against the BOARD for payment of any premiums or for assessments under any form of policy.
- g. In the event that the statutory limits on tort claims liability generally applicable to the Board are increased so as to be above \$500,000 and \$100,000,000 per occurrence of personal injury (including death) and property damage, as a result of any action taken by any governmental body, regulatory agency, or court, such new statutory tort liability limit shall automatically become the minimum coverage requirement for the liability insurance provided for herein.

- h. Should this contract require the use of subcontractors, it will be the sole responsibility of the General Contractor to verify that such subcontractors are in compliance with the insurance provisions of this Contract. It will be the sole responsibility of the General Contractor to provide to the BOARD subcontractor's certificates of insurance. The BOARD reserves the right to reject and/or remove any subcontractor who cannot demonstrate proof of the insurance coverage required hereunder.
- 3. Any of such insurance policies may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.
- 4. Proof of Insurance:
 - a. When requested by the BOARD, copies of any Policies must be furnished to the BOARD, otherwise, the BOARD shall require Certificates only.
 - b. Certificates indicating Contractor coverage to be in force shall be filed with the BOARD prior to execution of the Contract, and shall provide for thirty (30) calendar days prior written notice of cancellation to be given the BOARD. Copies of subcontractor certificates indicating coverage in force shall be maintained on site by the Contractor.
 - c. Evidence of renewal of coverage shall be delivered to the BOARD at least ten (10) days prior to expiration of any particular policy.
 - d. All certificates shall be issued on the Accord Form or DFW's Certificate of Insurance form as developed by the BOARD's Risk Management staff. No substitutions shall be accepted without prior written authorization.
 - e. All certificates of insurance shall provide the producer's telephone number and reference the project name and contract number on each certificate.
- 5. Texas Department of Insurance, Division of Workers' Compensation Rule 110.100 defines the Contractor's responsibilities as follows:

(1) Definitions:

- (a) Certificate of Coverage ("Certificate"): A copy of a certificate of insurance, a certificate of authority to self-

insure issued by the commission, or coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

- (b) Duration of the Project: Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the BOARD.
 - (c) Persons Providing Services on the Project ("subcontractor" 406.096): Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of and such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment of materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (2) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
 - (3) The contractor must provide a certificate of coverage to the BOARD prior to execution of the contract.
 - (4) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the BOARD showing that coverage has been extended.

- (5) The contractor shall obtain from each person providing services on a project, and provide to the BOARD:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the BOARD will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (b) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (6) The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- (7) The contractor shall notify the BOARD in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have know, of any change that materially affects the provision of coverage of any person providing services on the project.
- (8) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (9) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirement of Texas labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 - (b) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

- (c) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the contractor:
 - i) a certificate of coverage, prior to the other person beginning work on the project; and
 - ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for four (4) years thereafter;
 - (f) notify the BOARD in writing by certified mail or personal delivery, within 10 days after the person knew or should have know, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts, to perform as required by a) - g), with the certificates of coverage to be provided to the person for whom they are providing services.
- (10) By signing this Amendment or providing or causing to be provided a certificate of coverage, the contractor is representing to the BOARD that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(11)The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the BOARD to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the BOARD.

6. Waiver of Subrogation: Insurers shall have no right of recovery or subrogation against the Airport BOARD et al, it being the intention of the parties that insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
7. Changes to Insurance: Insurance requirements may be changed by the BOARD during the term of this Contract due to changes in the law, changes in BOARD policy, or increased risk due to the nature of the work being performed.