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

**THIS THIRD AMENDMENT** is entered into to be effective as of the 3rd day of March, 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 "**Airport 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 Airport Board at its meeting on September 4, 2003, approved Board Resolution No. 2003-09-308 authorizing the Airport 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 July 28, 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;

**WHEREAS**, the Agreement was amended ("**Second Amendment**") effective April 7, 2005, pursuant to Board Resolution No. 2005-04-171, and further amended effective November 3, 2005, by Board Resolution No. 2005-11-455, to provide for the NTTA to install

and maintain Additional Equipment listed on Exhibit A to the Second Amendment for Automated Vehicle Identification (AVI) equipment to provide TollTag capability throughout the Board's Parking System at the Airport, and to provide parking clearinghouse services for those additional parking lanes;

**WHEREAS**, the NTTA has agreed to install and maintain the Additional Equipment pursuant to the Second Amendment; and

**WHEREAS**, the Airport Board has requested the NTTA to install and maintain additional AVI equipment (hereinafter individually and collectively referred to as "**Terminal D Equipment**") as listed on Exhibit A attached hereto and made a part hereof, for Terminal D roadways at the Airport and to provide parking clearinghouse services for all Terminal D roadway access gates at the Airport, segregate private from commercial vehicles on the commercial lanes at the arrival level and control the access gates at the entry and exit between Terminal D and the South Service Road; and

**WHEREAS**, the Board approved Board Resolution No. 2005-03-109 on March 3, 2005, authorizing further amendment of the Agreement (therein identified as a "Second Amendment" but herein titled and identified as the "Third Amendment," the NTTA having approved additional amendments to the Agreement in a different sequence and the parties wishing to consistently identify the amendments), in the amount not to exceed $270, 735.62 to pay NTTA for the purchase and installation of the Terminal D Equipment; and

**WHEREAS**, the Board, by Limited Notice to Proceed issued to NTTA on April 28, 2005, revised the scope of work to be performed under this Third Amendment and reduced the authorized payment amount to an amount not to exceed $235,395.92, for the work described in Exhibit B, Scope of Work – Terminal D Roadways, Revised April 27, 2005, attached hereto and made a part hereof;

**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 6** of the Agreement, as added by the First Amendment and amended by the Second Amendment, is further amended as follows:

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

Terminal D Equipment. The NTTA also shall provide, install and maintain the Terminal D Equipment listed in Exhibit A, Equipment To Be Maintained – Terminal D Roadways, and further identified in Exhibit B, Scope of Work – Terminal D Roadways, revised April 27, 2005, both of which are attached hereto and made a part hereof by this reference. NTTA shall perform the Work required by this Third Amendment in accordance with said Exhibit B and the attachment thereto and shall maintain the Terminal D Equipment in accordance with the requirements of Exhibit B, Statement of Work – Equipment Maintenance, of the First Amendment to the Agreement.

B. Revise Section 6.2, Payment Obligations and Procedures, as added by the First Amendment and amended by the Second Amendment, by adding new Section 6.2(e) at the end of Section 6.2:

(e) The Board shall pay the NTTA the amount not to exceed $235,395.92, for the purchase and installation of the Terminal D Equipment, in accordance with the Limited Notice to Proceed (LNTP), revised effective April 28, 2005, payable following Board acceptance of NTTA's completion thereof in accordance with Exhibit B hereto, which amount is owing and due as of the date of execution hereof. All costs of Maintenance Services for the Terminal D

Equipment are included in the prices set forth in Section 6.2(d), and there shall be no additional costs to the Board for maintenance of the Terminal D Equipment.

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

**6.10 Ownership of Terminal D Equipment.** The NTTA hereby conveys to the Board all right, title and ownership interests NTTA has in or to all Terminal D Equipment, as identified in Exhibit A, Equipment To Be Maintained – Terminal D Roadways, of this Third Amendment, free and clear of all security interests, liens, encumbrances and other claims of any kind whatsoever.

II. Except as expressly amended by this Third Amendment, the First Amendment and the Second Amendment, the Agreement shall remain in full force and effect as originally written. Except for this Third Amendment, the First Amendment and the Second 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 Airport Board and the NTTA have executed this Third Amendment on the dates shown below, to be effective on the date listed above.

DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

ATTEST:

Donna J. Schnell
Secretary

By: _____
Jeffrey P. Fegan, Chief Executive Officer

APPROVED AS TO FORM:

Date: 7/27/2006

Legal Counsel to the Airport Board

By: Donna M. Atwood
Donna M. Atwood

NORTH TEXAS TOLLWAY AUTHORITY

ATTEST:

Ruby Franklin
Ruby Franklin, Secretary

By: _____
Allan Rutter, Executive Director

APPROVED AS TO FORM:

Date: 8/21/06

LOCKE LIDDELL & SAPP LLP,
General Counsel to the NTTA

By: _____
Frank E. Stevenson, II

EXHIBIT A

EQUIPMENT TO BE MAINTAINED

TERMINAL D ROADWAYS

[See Attached]

Lane Controller Equipment

| Line | Lane Control PC's Qty: 2 qty/ | ttl | Spares | Total Qty | Mfg. | Mfg. Part # | Description |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | Lane Controller |
| 2 | 2 | 4 | | 4 | Chassis Plans | E6000 | Rack-mount PC |
| 3 | 2 | 4 | | 4 | Chassis Plans | ROBO-698 | - Celeron 566 MHz CPU/ROBO 698 SBC |
| 4 | 2 | 4 | | 4 | Chassis Plans | - Included | - AMI BIOS |
| 5 | 2 | 4 | | 4 | Chassis Plans | KVR100X64C2/128 | - 128 MB 100 MHz RAM |
| 6 | 2 | 4 | | 4 | Chassis Plans | 6E040L0 | - 40 GB Hard Drive |
| 7 | 2 | 4 | | 4 | Chassis Plans | FD235HFC429 | - 1.44 MB Floppy Drive |
| 8 | 2 | 4 | | 4 | Chassis Plans | AX2-5300FB(V) | - 300 W PS |
| 9 | | | | | | | |
| 10 | 2 | 4 | | 4 | Any | 18 AWG | Power Cord, 10 ft, w/Female IEC plug |
| 21 | — | 4 | 0 | 4 | Comtrol | 99125-0 | Rocketport PCI 16 |
| 22 | — | 2 | 0 | 2 | Comtrol | 97100-9 | RS232/422 Interface Box with Surge Protection DB25 |
| 23 | — | 4 | 0 | 4 | | QNX 4.25 | Operating System |
| 24 | | | | | | | |
| 25 | | | | | | | Lane Controller Rack Equipment |
| 27 | — | 2 | | 2 | ETC | 7900-0017 | Serial Failover Module, Rk-mnt, 2U |
| 28 | — | 2 | 0 | 2 | ETC | | Serial Failover Module Assembly |
| 29 | — | 6 | 0 | 6 | Accuride | C2907-30D | Slide-Out Rack Rails - Pair w/brackets |
| 30 | — | 2 | | 2 | APC | SU3000RMXL3U | UPS, 3000VA, Rackmount, 3U |
| 31 | — | 2 | | 2 | APC | SU48R3XLBP | BATTERY UNIT |
| 35 | — | 2 | 0 | 2 | Any | | Power Strip |
| 36 | — | 2 | | 2 | Dell | 220-4494 & 310-1791 | PowerEdge 4210 Frame Doors, Side Panel computer rack |
| 37 | — | 2 | 0 | 2 | Belkin | F1DA108T | KVM |
| 38 | — | 4 | 0 | 4 | Belkin | F3X1105-10 | KVM cables |
| 39 | — | 2 | | 2 | Dell | 310-4227 & 310-1886 | keyboard/monitor/mouse drawer, Power Strip |
| 40 | — | 1 | | 1 | Systimax | 700007214 | LST1U Fiber Termination Shelf for 144 Fibers, Rack-mount |
| 41 | | 12 | | 12 | Systimax | 700208754 | Panel |
| 42 | — | 96 | | 96 | Systimax | 700004914 | ST Couplers, Round Nut |
| 43 | — | 1 | | 1 | Systimax | 700007214 | LST1U Fiber Termination Shelf for 144 Fibers, Rack-mount |
| 44 | | 2 | | 2 | Systimax | 700208754 | |
| 45 | — | 24 | | 24 | Systimax | 700004914 | ST Couplers, Round Nut |
| 46 | — | 2 | | 2 | Cisco | WS-C2950G-12-EI | Cisco 2950 12 10/100 with 2 GBIC slots, Enhanced Image |
| 47 | — | 77 | | 77 | Any | | Fiber patch cables |
| 48 | — | 4 | 0 | 4 | Any | | Computer patch cables |
| 49 | — | 4 | 0 | 4 | Cisco | WS-G5484 | Catalyst 1000Base-SX, MM GBIC Module |
| 50 | | | | | | | |
| 51 | | | | | | | |
| 52 | | 1 | | 1 | | | contingency equipment and parts |
| 53 | | 1 | | 1 | | | Shipping and Handling |
| 54 | | | | | | | |

Terminal D Roadways

| Line | Terminal D Roadway Qty: 4 qty/ | ttl | Spares | Total Qty | Mfg. | Mfg. Part # | Description |
|---|---|---|---|---|---|---|---|
| 1 | 1 | 4 | | 4 | Amtech | AI 1200 | Reader Logic Board (new) |
| 3 | 2 | 8 | | 8 | Opto 22 | IDC5 | G1 Input Module |
| 4 | 1 | 4 | | 4 | Opto 22 | OOC5 | G1 Output Module |
| 5 | 1 | 4 | | 4 | Amtech | AR 2200 | RF Module |
| 6 | 200 | 800 | | 800 | Belden | 9774 | IF Cable (ft.) |
| 7 | 25 | 100 | | 100 | Andrew | FSJ1-50 | RF Coax (ft) |
| 8 | 2 | 8 | | 8 | Andrew | | RF Coax Connectors, N-type Male |
| 9 | 1 | 4 | | 4 | | | Attenuator, 2W, 2 GHz, 3dB |
| 10 | 1 | 4 | | 4 | | | Attenuator, 2W, 2 GHz, 6dB |
| 11 | 25 | 100 | | 100 | Belden | | Comm Cable |
| 12 | 10 | 40 | | 40 | | | Miscellaneous |
| 17 | — | 4 | 0 | 4 | ETC | | Reader Interface Board |
| 18 | | | | | | | |
| 19 | | | | | | | AVI LANE ENCLOSURE |
| 21 | 1 | 4 | | 4 | Hoffman | A-24H20CLP | Lane Enclosure, 24x20x12 |
| 22 | 1 | 4 | | 4 | Hoffman | ETC | Cabinet Base, custom |
| 23 | 1 | 4 | | 4 | ETC | | Lane Enclosure Assembly |
| 26 | | 2 | 0 | 2 | Any | ??? | Air Conditioner |
| 27 | | | | | | | |
| 29 | 1 | 4 | | 4 | | 7900-0027 | Lane Equipment Panel, Parking, Assembled |
| 30 | 1 | 4 | | 4 | | REL-110 | Power Supply, 15 vdc |
| 31 | 1 | 4 | | 4 | | REL-70 | Power Supply, 5/12/24 vdc |
| 32 | 1 | 4 | | 4 | Graybill | 72-pmo-1 | Promux |
| 33 | 1 | 4 | | 4 | Graybill | 70rck8 | 8 channel opto rack |
| 37 | 2 | 8 | | 8 | Opto 22 | G4IDC5 | G4 Input Module |
| 38 | 2 | 8 | | 8 | Opto 22 | G4OOC5 | G4 Output Module |
| 39 | | | | | | | |
| 42 | | 40 | | 40 | Teletyte | 5277 | RS232, RS422 Fiber Optic Line Driver |
| 43 | | 4 | | 4 | American Fibertek | MT-86 | Telephone Line Extender System |
| 44 | | 4 | | 4 | American Fibertek | MR-86 | Telephone Line Extender System |
| 46 | | | | | | | |
| 47 | | | | | | | FEDERAL EQUIPMENT |
| 48 | | 7 | | 7 | Federal APD | | PostDrive Model 50 gate, with safety sensor & 10' arm |
| 49 | | 4 | | 4 | Alpha Tech | 017-184-S2 | NEXus XT 1800 w/PWR-4 enclosure |
| 50 | | 16 | | 16 | Alpha Tech | Included | Battery pack, #85-GXL (12V/50Ah) |
| 51 | | 4 | | 4 | Federal Signal | | Echo System Intercom |
| 52 | | 4 | | 4 | Federal Signal | | surge protection |
| 54 | | 2 | | 2 | Federal APD | | contingency Federal equipment & parts |
| 55 | | | | | | | |
| 56 | | 2 | | 2 | ETC | 7200-0009 | Reader Sync Terminal Rail |
| 57 | | 2 | 0 | 2 | Entrelec | CP 24 / 2.0 | Reader Sync PS |
| 58 | | | | | | | |
| 60 | | 4 | | 4 | Amtech | | Parapanel Antenna |
| 63 | | 4 | 0 | 4 | Custom | | Pole for Sidefire Antenna - Installed |
| 64 | | 4 | 0 | 4 | Custom | | Antenna Bracket - Side Fire |
| 66 | | | | | | | |

DFW quoted price from Fetterolf's BAFO

EXHIBIT A
Equipment - Terminal D Roadways
Third Amendment
INTERLOCAL AGREEMENT BETWEEN
NTTA AND DFW AIRPORT BOARD
BOARD CONTRACT NO. 7003533

# EXHIBIT B

## Scope of Work

## Terminal D Roadways

Revised April 27, 2005

This scope of services describes the work required to install gate assemblies and associated equipment at three (3) locations in and around the Airport's Terminal D. Exact locations for the equipment installation shall be determined in the field by the NTTA and approved by the Board's designated Technical Representative. The NTTA shall provide all materials, labor, supplies, and all equipment except that listed as owner-furnished, required to integrate the Terminal D Roadways into the Board's Computerized Parking Control System (CPCS).

**Equipment to be installed** ("Terminal D Equipment") is listed in Exhibit A attached and incorporated into the Third Amendment to the Interlocal Agreement between the NTTA and the Board (Board Contract No. 7003533), to which this Exhibit B is also attached and incorporated. Terminal D Equipment includes but is not limited to:

1.0 Arrivals Level Entry Approach

1.1. Three (3) Posi-drive gate assemblies with safety sensors
1.2. Three (3) twenty foot (20') gate arm kits to be mounted on the gate assembly
1.3. Two (2) AVI readers/antenna assemblies
1.4. One (1) NTTA RITE Lane Controller
1.5. One (1) Uninterrupted Power Supply (UPS)
1.6. One (1) Environmental Enclosure (DJB)
1.7. One (1) Intercom Unit and mounting assembly
1.8. Two (2) inductive loop detector assemblies to include saw-cut, loop, loop lead-in cable and detector/amplifier
1.9. One (1) subsurface x-ray for loop placement

2.0 Arrivals Level Exit Approach

1.10. Two (2) Posi-drive gate assemblies with safety sensors
1.11. Two (2) twenty foot (20') gate arm kits
1.12. One (1) AVI readers/antenna assembly.
1.13. One (1) NTTA RITE Lane Controller.
1.14. One (1) Uninterrupted Power Supply (UPS).
1.15. One (1) Environmental Enclosure (DJB).
1.16. One (1) Intercom. Unit and mounting assembly.
1.17. One (1) inductive loop detector assembly to include saw-cut, loop, loop lead-in cable and detector/amplifier.
1.18. One (1) subsurface x-ray for loop placement.

3.0 Departures Level Entry Approach

3.1 Two (2) Posi-drive gate assemblies with safety sensors
3.2 Two (2) twenty foot (20') gate arm kits
3.3 One (1) AVI readers/antenna assembly
3.4 One (1) NTTA RITE Lane Controller
3.5 One (1) Uninterrupted Power Supply (UPS)
3.6 One (1) Environmental Enclosure (DJB)
3.7 One (1) Intercom Unit and mounting assembly
3.8 One (1) inductive loop detector assembly to include saw-cut, loop, loop lead-in cable and detector/amplifier
3.9 One (1) subsurface x-ray for loop placement

4.0 Miscellaneous

4.1 Fiber optic cable shall be installed from the above proposed field locations to the communication room cabinets via existing conduits. Total estimated fiber pull at all locations is approximately 2000 feet.
4.2 All loop installations shall be properly tested. Refer to Section 9.4 of the APS Functional Specifications for loop installation requirements, attached hereto for reference.
4.3 This scope does not list all peripheral equipment and materials necessary to provide a complete, functional and integrated installation.
4.4 All work shall be completed in accordance with the Board's Design Criteria Manual.

The NTTA shall provide a fully functional installation integrated with the Board's CPCS, as described herein, including, but not limited to, gates, arms, housings, controllers, modules, power supplies, cable, clamps, enclosures, cabinets, mounting hardware, conduit, modems, switches, cards, relays, connectors, panels, and power service(s).

**Board Furnished Equipment**

1.0 Quantity of Seven (7) twenty foot (20') gate arm kits
2.0 Quantity of Seven (7) Posi-drive gate assemblies with safety sensors

**Schedule**

All work included herein shall be completed and inspected on or before June 15, 2005.

# Automated Parking System (APS)
# Contract No. 70032395

## Functional Specification Section 9.4 (Extracted)

### 9.4 Loops

9.4.1 The Contractor shall test, and replace, if necessary, all existing parking and SRD loops. For loops that test bad or new loops, the Contractor shall furnish and install pavement-embedded, inductive loops at designated locations as shown on the Installation Plan and as detailed in this Specification. Loops shall be paid for at an agreed unit price for each loop installed and tested. Loops shall be placed in pavement saw-cuts and shall be constructed of copper wire encapsulated by saw-cut filling sealant such as hot rubberized asphalt or other similar material. Paving and concrete to be removed shall be neatly saw-cut in a straight line. All material shall be removed and disposed of offsite at an authorized location. The loop installation shall comply with MIL-W-16878 specifications and shall be resistant to oils, heat, cold, water, gasoline, acids, alkalis, and solvents.

9.4.2 Sealant shall protect pavement at cut edges, prevent incursion of moisture and set the turns of the wire firmly in place. The encapsulated copper wire shall be one, continuous 16 or 18 ga. TFFN or THHN stranded, single conductor wire with PVC insulation and nylon exterior jacket. The Contractor may use other gauges as approved by the Board. The Contractor shall propose, and include in the Installation Plan, the number of turns for the loops based on the equipment provided and conditions at installation. Each loop shall have one continuous wire through the loop head and lead-in to prevent malfunctions due to splicing.

#### 9.4.3 Installation

The Contractor shall include in the Installation Plan, manufacturer data sheets for the loops and sealant. The Contractor shall also include saw-cut and traffic control details in the Installation Plan. All conduit connections shall be sealed to prevent moisture penetration. Conduit ends shall be sealed to prevent entry of water and debris immediately upon installation. Sealant shall not be adversely affected by surrounding environment or moisture. Open conduit ends shall not be allowed at any location for any period of time. All cables shall be labeled.

Labels shall be printed by a mechanical device specifically designed for labeling wire. Labels shall be printed in black ink. Hand lettering is not acceptable.

### 9.4.4 Testing

9.4.4.1 Each loop shall be tested, existing loops as part of the system evaluation, and new loops after placement of the final pavement structure. Tests shall be conducted at the termination of a 500 foot lead-in cable. Each test report shall include, at a minimum, the date of installation, date of test, location, manufacturer, number of turns, environmental conditions at installation, environmental conditions at the time of the test, inductance, resistance, leakage, frequency (20-50 kHz), sensitivity, phasing, and the Quality Factor as defined in the latest edition of the Traffic Detector Handbook published by the Federal Highway Administration (FHWA). All testing shall be done in accordance with and closely coordinated with the Board's Construction Manager.

9.4.4.2 The Contractor shall furnish test data forms containing the sequence of conducting tests as well as certification signature blocks as needed. The test data forms shall be submitted to the Board at least 30 days prior to the day the tests are to begin. The test procedures shall have the approval of the Board prior to testing. The completed test data form shall be signed by the Contractor's representative responsible for loop installation. At least one (1) copy of the completed test data forms shall be provided to the Board. Any or all tests may be verified at the option of the Board.

9.4.4.3 If an existing loop fails to meet intended functional criteria, the loop shall be replaced. If a new loop fails to meet intended functional criteria, the loop shall be corrected or another loop substituted in its place and the entire test successfully repeated at no additional cost to the Board or extension of the contract period. If a loop is modified as a result of a test failure, a report shall be generated describing the nature of the failure and the corrective action taken. This report shall be immediately delivered to the Board.

9.4.4.4 For the duration of the Contract period following the testing of a loop, the Contractor shall assume all responsibility for the operations and maintenance of the loop. The intent is to assign, to one entity, responsibility for system operations and maintenance during the Contract period.