



August 26, 2026 AGENDA ITEM #10

Discuss and consider approving an agreement with HDR Engineering, Inc. to provide general systems consultant services to support the Mobility Authority's technology and operational ecosystems

Strategic Plan Relevance:	Stewardship, Service, Collaboration, Innovation
Department(s):	Operations and IT
Contact:	Tracie Brown, Director of Operations Greg Mack, Director of IT & Toll Systems
Associated Costs:	Determined annually via work authorizations
Funding Source:	Annual Operating and Capital budgets as well as Capital Improvement Project budgets
Action Requested:	Discuss and consider draft resolution

Background: A General Systems Consultant (GSC) serves as a strategic technical partner and Owner's Representative for the Mobility Authority. A GSC provides objective, independent oversight across the entire lifecycle of the Mobility Authority's technology ecosystem—including roadside tolling, back-office systems (BOS), Intelligent Transportation Systems (ITS), and emerging mobility platforms. By maintaining independence from system integrators and equipment vendors, a GSC ensures that all technical implementations are fiscally responsible, scalable, and strictly aligned with the Authority's long-term operational goals.

Current Action: A Request for Qualifications to identify and engage qualified firms to provide general systems consulting services was released on March 31, 2026. Ten (10) firms submitted responses to the RFQ. On June 24, 2026, the Board authorized the Executive Director to negotiate separate agreements for general systems consulting services with the selected qualified firms that submitted responses to the RFQ: ARCADIS U.S., Inc., HDR Engineering, Inc., HNTB Corporation, LJA Engineering, Inc., and WSP USA, Inc.

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 26-0XX

**APPROVING A CONTRACT WITH HDR ENGINEERING, INC. FOR GENERAL
SYSTEMS CONSULTANT SERVICES TO SUPPORT THE TECHNOLOGY AND
OPERATIONAL SYSTEMS OF THE MOBILITY AUTHORITY**

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") utilizes a General Systems Consultant ("GSC") to provide independent oversight and guidance of the Mobility Authority's toll systems and infrastructure, including Systems Implementation & Technology, Planning & Development, Analysis and Oversight, and Management and Support ("GSC services"); and

WHEREAS, on March 31, 2026, the Mobility Authority issued a Request for Qualifications ("RFQ") to identify qualified firms to provide GSC services, and ten (10) firms submitted responses to the RFQ; and

WHEREAS, pursuant to Article 16 of the Mobility Authority Policy Code ("Policy Code"), the responses were reviewed by an evaluation committee, and interviews were conducted in accordance with the procedures set forth in the RFQ; and

WHEREAS, by Resolution No. 26-036, dated June 24, 2026, the Board of Directors authorized the Executive Director to negotiate separate agreements for GSC services with the following selected qualified firms: ARCADIS U.S., Inc., HDR Engineering, Inc., HNTB Corporation, LJA Engineering, Inc., and WSP USA, Inc.; and

WHEREAS, the Executive Director and HDR Engineering, Inc. have negotiated a proposed contract for GSC services which is attached hereto as Exhibit A and sets forth the scope of services, compensation and other terms; and

WHEREAS, the Executive Director recommends that the Board approve the contract with HDR Engineering, Inc. for GSC services in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the contract with HDR Engineering, Inc. for general systems consultant services; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute the contract with HDR Engineering, Inc. on behalf of the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of August 2026.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

**AGREEMENT FOR
GENERAL SYSTEMS CONSULTANT SERVICES**

This Agreement for General Systems Consultant Services (“Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (“Mobility Authority”), a regional mobility authority and a political subdivision of the State of Texas, and HDR Engineering, Inc., an employee owned S Corporation, (the “Consultant”), to be effective the first day of August, 2026 (the “Effective Date”). Mobility Authority and Consultant may be referred to collectively in this Agreement as the “parties,” and individually as a “party.”

WITNESSETH:

WHEREAS, pursuant to a Request for Prequalifications dated December 8, 2025, the Mobility Authority sought to identify and obtain the services of a qualified firm to provide general systems consultant services for the Mobility Authority at a reasonable cost; and

WHEREAS, the Mobility Authority determined that its best interest is served by designating a pool of firms from which the Mobility Authority may select from to provide general systems consultant services as needed; and

WHEREAS, twenty-two (22) firms submitted responses setting forth their respective prequalifications; and

WHEREAS, the selection committee reviewed the responses and based on stated characteristics and experience, has identified twenty-two (22) firms as meeting the required pre-qualifications; and

WHEREAS, following the designation of the qualified firms, the Mobility Authority issued a Request for Qualifications dated March 31, 2026 (the "RFQ"), seeking detailed proposals from the qualified firms for inclusion in the pool; and

WHEREAS, ten (10) firms submitted proposals in response to the RFQ, setting forth their respective proposed scope of services, methodologies, and compensation; and

WHEREAS, the RFQ selection committee reviewed the submitted proposals and, based on the criteria set forth in the RFQ, evaluated each proposal with respect to technical approach, experience, and proposed compensation; and

WHEREAS, based on the selection committee's evaluation and recommendation, the Mobility Authority's Board of Directors (“Board”) selected five (5) to be a member of the pool of firms from which the Mobility Authority may select from to provide general systems consulting services; and

WHEREAS, this Agreement has been negotiated and finalized between the parties whereby services will be provided by the Consultant and compensation will be paid by the Mobility Authority pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the benefits received and realized by the respective parties hereto, the parties do hereby agree as follows:

ARTICLE 1: CONSULTANT'S SERVICES

The Mobility Authority hereby retains the Consultant as an independent contractor to be a member of the pool of firms from which the Mobility Authority may select from to provide general systems consulting services as needed to the Mobility Authority under the terms established by this Agreement. The specific services are described in detail in Exhibit "A", attached and incorporated into this Agreement as if fully set forth herein (the "Services").

ARTICLE 2: COMPENSATION

A. Services on an As-Needed Basis; Maximum Compensation Payable. The Mobility Authority may request that the Consultant perform specific Services on an as-needed and as-requested basis by approving Work Authorizations under this Agreement. No representation or assurance has been made by or on behalf of the Mobility Authority to the Consultant that a minimum amount of compensation will be paid to the Consultant during the term of this Agreement. The maximum annual amount of compensation the Mobility Authority may pay Consultant under this Agreement shall not exceed the amount the Board has approved in the annual budget for that year without approval of the Board.

B. Work Authorizations. Consultant shall provide its Services at the request of the Mobility Authority pursuant to a separate Work Authorization signed by the Mobility Authority and the Consultant. Consultant's Services under a Work Authorization shall be assigned and documented in a manner appropriate for the size and complexity of the specific tasks, and shall be in accordance with the scope, schedule, and budget set forth in each Work Authorization. The standard form of Work Authorization is attached as Exhibit "B". The standard form of Work Authorization may be modified during the term of this Agreement upon the reasonable request of either party and agreement of both parties or at the sole discretion of the Mobility Authority. Upon written directive from the Mobility Authority (which may occur via electronic mail), the Consultant shall prepare a Work Authorization for a specific task and shall submit the Work Authorization for the Mobility Authority's approval. No work shall begin on the activity until the Work Authorization is approved and signed by both parties. Costs associated with work performed on each Work Authorization will be tracked and billed to the Mobility Authority separately from other work performed by the Consultant. Consultant shall provide a monthly invoice to the Mobility Authority to include a progress summary of the work performed during the previous month on each ongoing Work Authorization.

Compensation for Services provided under a Work Authorization will be calculated using the hourly billing rates detailed in subsection C below, in an amount not to exceed the maximum compensation established in the Work Authorization. The Mobility Authority may, in its sole discretion, establish a cap on the Consultant's liability for the provision of Services under a Work Authorization. Any such liability cap set forth in an individual Work Authorization shall be controlling solely with respect to the Consultant's liability arising out of or relating to the Services performed under that particular Work Authorization and shall not otherwise modify, limit, or affect the Consultant's obligations or liability under any other provision of this Agreement or any other Work Authorization.

C. Compensation. Subject to the terms of a Work Authorization issued pursuant to subsection B above, the Mobility Authority agrees to pay, and the Consultant agrees to accept as full and sufficient payment for its Services, compensation calculated on a per-hour basis using the hourly billing rates for Consultant's staff providing the Services, as described in Exhibit "E".

With the prior written consent of the Mobility Authority, each hourly billing rate established above may be revised on January 1, 2027, and on January 1 of each year thereafter by multiplying the then-current hourly billing rate by the Hourly Rate Percentage Adjustment described below and applying the adjusted hourly rate to time billed on and after the January 1 annual revision date. The Hourly Rate Percentage Adjustment shall not result in rates increasing by more than 5% from the prior year's adjustment.

The "Hourly Rate Percentage Adjustment" shall mean a positive or negative percentage amount calculated by the following formula:

$$(CPI_t - CPI_{t-12}) / CPI_{t-12}$$

In this formula, "CPI_t" means the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment (the "CPI"), as published by the Bureau of Labor Statistics of the U.S. Department of Labor ("BLS") prior to the January 1 date for which a calculation is being made. The CPI is published monthly and the CPI for a particular month is generally released and published during the following month. The CPI is a measure of the average change in consumer prices over time for a fixed market basket of goods and services, including food, clothing, shelter, fuels, transportation, charges for doctors' and dentists' services, and drugs. In calculating the index, price changes for the various items are averaged together with weights that represent their importance in the spending of urban households in the United States. The contents of the market basket of goods and services and the weights assigned to the various items are updated periodically by the BLS to take into account changes in consumer expenditure patterns. The CPI is expressed in relative terms in relation to a time base reference period for which the level is set at 100.0. The base reference period for the CPI is the 1982-1984 average. "CPI_{t-12}" means the CPI published by the BLS 12 months prior to the CPI used to determine CPI_t, or on the date closest to 12 months prior to the CPI used to determine CPI_t. If the CPI is discontinued or substantially altered, as determined in the sole discretion of the Mobility Authority, the Mobility Authority will determine an appropriate substitute index or, if no such substitute index is able to be determined, the parties may agree to an alternative method of adjusting hourly billing rates by a written amendment to this subsection signed by both parties.

Payment for time spent to provide the Services, billed at the hourly billing rates, together with any reimbursable expenses authorized under this Agreement, shall constitute full payment for all Services, liaisons, products, materials, equipment, and expenses required to deliver the Services.

D. Reimbursable Expenses. The hourly billing rates agreed under subsection C above include anticipated direct expenses and overhead resulting from the Consultant's performance under this Agreement. Notwithstanding the foregoing, the Consultant shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the Consultant that are necessary for the performance of its duties under this Agreement and which are not included in the hourly billing rates under subsection C, said expenses being limited to travel costs, printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Consultant, and other expenses.. To be reimbursable, all such expenses must be approved in advance and in writing by the Director or Assistant Director of the Mobility Authority's IT Department or Operations Department, as applicable, and the Consultant shall use the United States General Services Administration (GSA) per diem rates for lodging and meal reimbursements where such expenses are incurred.

E. Non-Compensable Time. Time spent by the Consultant's employees or subconsultants to perform Services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by the Consultant's personnel or subconsultants in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the Mobility Authority. Time spent on work that is in excess of what would reasonably be considered appropriate for the performance of such Services is not compensable. No compensation is payable for Consultant's or subconsultants' Services or deliverables required due in any way to the error, omission, or fault of the Consultant, its employees, agents, subconsultants, or contractors.

F. Invoices and Records. The Consultant shall submit its monthly invoices certifying the fees charged (and any reimbursable expense authorized under subsection D above) for Services provided under each active Work Authorization during the previous month, and shall also present a reconciliation of monthly invoices and Work Authorizations (and related estimates) to which the work relates. Each invoice shall also include a summary of the aggregate total that Consultant has invoiced the Mobility Authority for the current budget year for all work authorized and performed pursuant to a validly issued Work Authorization. Invoices shall be in such detail as is required by the Mobility Authority and, if the work is eligible for payment through a financial assistance agreement with the Texas Department of Transportation ("TxDOT"), in such detail as required by TxDOT, including a breakdown of Services provided on a project-by-project basis and/or pursuant to specified Work Authorizations, together with other Services requested by the Mobility Authority. Upon request of the Mobility Authority, the Consultant shall also submit certified time and expense records and copies of invoices that support the invoiced fees and expense figures. All invoices must be consistent with the rates established by this Article. Unless waived in writing by the Executive Director, no invoice may contain, and the Mobility Authority will not be required to pay, any charge which is more than three months old at the time of invoicing. All books and records relating to the Consultant's or subconsultants' time, authorized reimbursable out-of-pocket expenses, materials, or other services or deliverables invoiced to the Mobility Authority under this Agreement shall be made available during the Consultant's normal business hours to the Mobility Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for four (4) years, or such period as is required by Texas law, whichever is longer.

G. Effect of Payments. No payment by the Mobility Authority shall relieve the Consultant of its obligation to deliver timely the Services required under this Agreement. If after approving or paying for any Service, product or other deliverable, the Mobility Authority determines that said Service, product or deliverable does not satisfy the requirements of this Agreement, the Mobility Authority may reject same and, if the Consultant fails to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority, the Consultant shall return any compensation received therefor. In addition to all other rights provided in this Agreement, the Mobility Authority shall have the right to set off any amounts owed by the Consultant pursuant to the terms of this Agreement by providing the Consultant notice before the set off.

H. Time and Place of Payment. Payments of undisputed amounts under this Agreement will be made by the Mobility Authority within thirty (30) days after receipt of the monthly invoice therefor, together with suitable supporting information, provided that if the payment is one eligible for reimbursement to the Mobility Authority from TxDOT, payment will be made within fifteen (15) business days of receipt by the Mobility Authority of the TxDOT payment. If the Mobility Authority disputes a request for

payment by Consultant, the Mobility Authority agrees to pay any undisputed portion of the invoice when due.

I. Taxes. All payments to be made by the Mobility Authority to the Consultant pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Mobility Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Consultant in performing this Agreement shall be deemed to have passed to the Mobility Authority at the time the Consultant takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Mobility Authority, to the extent practicable.

J. Most Favored Customer. The Consultant shall voluntarily and promptly disclose to the Mobility Authority, and immediately provide the Mobility Authority with, the benefits of any discounted hourly fees and rates offered by the Consultant to any governmental or public entity customer in the State of Texas for comparable services. The Consultant hereby represents to the Mobility Authority, as of the Effective Date of this Agreement and throughout the term thereof, that except as previously disclosed in writing it has and will have no contract or arrangement with any public entity customer in the State of Texas for comparable services that provides such customer with fees, or rates that are more favorable than those afforded the Mobility Authority under this Agreement. The Consultant shall make available to the Mobility Authority for review, copying, and auditing throughout the term of this Agreement and for four (4) years after the expiration thereof, or such period as is required by Texas law, whichever is longer, all such books and records as shall be necessary for the Mobility Authority or its representatives to determine compliance with this provision.

ARTICLE 3: TERM

The term of this Agreement shall be two (2) years, commencing August 1, 2026, and terminating on July 30, 2028 (the “Expiration Date”), subject to the earlier termination of this Agreement pursuant to Article 4 or Article 5 or further extension upon written agreement of both parties as provided for herein. There may be two (2) one-year renewal terms following the Expiration Date subject to approval of the Board. If at any time during the contract term the Consultant cannot provide the requested Services within the time required by the Mobility Authority or for any other reason, the Mobility Authority may, without waiving any other rights it may have under this Agreement, procure the Services from any other source it deems capable of providing those Services, including but not limited to, firms within the Mobility Authority’s pool of qualified firms from which the Mobility Authority may select.

ARTICLE 4: TERMINATION FOR DEFAULT

The Consultant shall furnish all Services in such a manner and at such times as the Mobility Authority may require. Except as provided below, should the Consultant at any time (a) not carry out its obligations under this Agreement or (b) not be providing the Services to be rendered hereunder in an expeditious and efficient manner and in full compliance with this Agreement, or if the Consultant shall fail in any manner to discharge any other of its obligations under this Agreement, the Mobility Authority may, upon providing the Consultant with not less than thirty (30) days prior written notice and opportunity to cure (provided that in no event shall the cure period be more than thirty (30) days from receipt of the written notice), terminate this Agreement. Such termination shall not constitute a waiver or release by the Mobility Authority of any claims for damages, claims for additional costs incurred by the Mobility Authority to complete and/or correct the work described in this Agreement, or any other claims or actions

arising under this Agreement or available at law or equity which it may have against the Consultant for its failure to perform satisfactorily any obligation hereunder, nor shall such termination abrogate or in any way affect the indemnification obligations of the Consultant set forth in Article 15.

Consultant shall have an obligation under this Agreement to notify the Mobility Authority of: (i) any material adverse change in its financial position or the occurrence of any event which may result in an adverse change (such as claims, litigation, etc.); (ii) the failure to maintain a positive cash flow for any fiscal year during the term of this Agreement; or (iii) any event of insolvency or the initiation of any bankruptcy proceeding or other action seeking protection from creditors or claimants during the term of this Agreement. The failure to provide required notification shall be an event of default for which the Mobility Authority may terminate this Agreement without the requirement for notice as set forth in the preceding paragraph.

If the Mobility Authority terminates this Agreement under this Article or Article 5, no fees of any type shall thereafter be paid to the Consultant other than fees due and payable on the termination date for work performed and acceptable to the Mobility Authority, and the Mobility Authority shall have a right to set-off or otherwise recover any damages incurred by reason of the Consultant's breach hereof, together with the right to set-off amounts owed by the Consultant pursuant to Article 15. In determining the amount of any payment owed to the Consultant, the value of the work performed by the Consultant prior to termination shall be no greater than the value that would result by compensating the Consultant in accordance with Article 2 for all Services performed and expenses reimbursable in accordance with this Agreement.

ARTICLE 5: OPTIONAL TERMINATION BY MOBILITY AUTHORITY

A. Generally. The Mobility Authority has the right to terminate this Agreement for any reason at any time by providing thirty (30) days advance notice of its intention to terminate pursuant to this Article and by stating in the notice the "Optional Termination Date." When terminating the Agreement under this section, the Mobility Authority shall enter into a settlement with the Consultant upon an equitable basis as determined by the Mobility Authority, which shall fix the value of the work performed by the Consultant prior to the Optional Termination Date. In determining the value of the work performed, the Mobility Authority shall compensate the Consultant for any reasonable costs or expenses attributable to the exercise of the Mobility Authority's optional termination, including reasonable costs related to developing a transition plan under Article 6; provided, however, that no consideration will be given to anticipated profit which the Consultant might possibly have made on the uncompleted portion of the Services.

B. No Further Rights, Etc. Termination of this Agreement and payment of an amount in settlement as described in this Article shall extinguish all rights, duties, obligations, and liabilities of the Mobility Authority and the Consultant under this Agreement, and this Agreement shall be of no further force and effect (except for those provisions which survive termination of the Agreement, including without limitation Article 15), provided, however, such termination shall not act to release the Consultant from liability for any previous default either under this Agreement, whether known or unknown at the time of termination, or under any standard of conduct set by common law or statute.

C. No Further Compensation. If the Mobility Authority terminates this Agreement under this Article, no compensation or reimbursement of any type, other than compensation due and payable as of the Optional Termination Date, shall be due or paid to the Consultant, provided that the Mobility Authority

shall not waive any right to damages incurred by reason of the Consultant's breach thereof. Consultant shall not receive any compensation for Services performed by the Consultant after the Optional Termination Date, and any such Services performed shall be at the sole risk and expense of the Consultant.

ARTICLE 6: NO WAIVER BY MOBILITY AUTHORITY OF RIGHTS/TRANSITION PLAN

The Mobility Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Mobility Authority by virtue of this Agreement or otherwise. Failure of the Mobility Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

Upon request by the Executive Director, and subject to Article 11, the Consultant shall develop a transition plan to be implemented upon termination of this Agreement for any reason so as to ensure a smooth, efficient, and uninterrupted transition to any successor consultant or subconsultant. The plan shall anticipate the steps necessary to transfer documents, computerized data, plans, work tasks, etc. in possession of or to be provided by the Consultant or its subconsultant(s), as the case may be, and include a schedule of events necessary to complete the transition. The plan should include, but not be limited to, a list of original documents/data being held on behalf of the Mobility Authority by the Consultant or its subconsultants; the manner and form in which information is being held; accessibility to the information; the Consultant's records retention policy and/or plan; and strategy to minimize disruption of Services in the event of the release of a subconsultant. The Consultant shall provide the transition plan to the Executive Director for review and approval no later than thirty (30) days of receipt of the Executive Director's request to develop that plan and shall be updated as necessary to reflect any changes in Consultant activity and the Services being provided.

ARTICLE 7: SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES

In addition to the foregoing rights and options to terminate this Agreement, the Mobility Authority may elect to suspend any portion of the Services of the Consultant, but not terminate this Agreement, by providing the Consultant with advance written notice to that effect. Suspended Services may be reinstated and resumed upon thirty (30) days advance written notice from the Mobility Authority to Consultant to resume the suspended Services. Similarly, the Mobility Authority may expand, limit, or cancel any portion of the Services previously assigned to the Consultant in accordance with this Agreement. The Consultant shall not be entitled to any damages or other compensation of any form if the Mobility Authority exercises its rights to suspend or modify the Services pursuant to this Article; provided, however, that any time limits established by the parties in any Work Authorization or otherwise for the completion of specific portions of the Services suspended pursuant to this Article shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the Consultant agrees that no claims for damages or other compensation shall be made by the Consultant for any delays or hindrances occurring during the progress of any portion of the Services specified in this Agreement as a result of any suspension or modification of the Services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the

Mobility Authority may decide. It is acknowledged, however, that permitting the Consultant to proceed to complete any Services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall not operate or be construed as a waiver on the part of the Mobility Authority of any rights under this Agreement.

ARTICLE 8: PERSONNEL, EQUIPMENT, AND MATERIAL

Consultant shall provide personnel and equipment as follows:

A. Key Personnel. Consultant acknowledges and agrees that the individual(s) identified as “Key Personnel” in subsection C of Article 2 are key and integral to the satisfactory performance of the Consultant under this Agreement. Throughout the term of this Agreement, the Consultant agrees that the identified individual(s) will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Consultant or an approved subconsultant, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. In no event shall the Consultant remove, transfer, or reassign any individual identified in subsection C of Article 2, except as instructed by (pursuant to subsection C below), or with the prior written consent of, the Mobility Authority, which consent shall not be unreasonably withheld. The Consultant shall use its best efforts to enhance continuity in the key personnel, subconsultants, and other employees regularly performing the Services. Individuals may be added or deleted as “Key Personnel” under subsection C of Article 2 by a written agreement signed by both parties.

B. Adequate Personnel, Etc. The Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved subconsultants) and equipment, in the reasonable opinion of the Mobility Authority, to perform the Services with due and reasonable diligence customary of a firm providing similar services to toll authorities of a similar or greater size or with a comparable array of projects and revenue collection operations, and in all events without delays attributable to the Consultant which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Mobility Authority’s projects. All persons who provide Services under this Agreement, whether employees of the Consultant or of an approved subconsultant, shall be fully licensed to the extent required by their respective professional discipline associations’ codes or otherwise by law.

C. Removal of Personnel. All persons providing the Services, whether employees of the Consultant or of an approved subconsultant, shall have such knowledge and experience as will enable them, in the Consultant’s reasonable belief, to perform the duties assigned to them. Any such person who, as determined by the Mobility Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, immediately be removed from providing Services to the Mobility Authority. The Consultant shall furnish the Mobility Authority with a fully qualified candidate for the removed person within ten (10) business days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

D. Consultant Furnishes Equipment, Etc. Except as otherwise specified or agreed to by the Mobility Authority, the Consultant shall furnish all equipment, transportation, supplies, and materials required for its provision of the Services under this Agreement.

ARTICLE 9: BUSINESS OPPORTUNITY PROGRAM AND POLICY COMPLIANCE

Consultant acknowledges that the Mobility Authority has a Business Opportunity Program and Policy (“BOPP”) with which it requires contractors to comply in connection with Disadvantaged Business Enterprises. To the extent the Consultant utilizes third parties to provide the Services hereunder, Consultant agrees to comply with the BOPP and observe the guidelines set forth therein. Consultant shall provide annual reporting to the Mobility Authority (beginning one (1) year from the Effective Date) regarding its utilization of disadvantaged business enterprises (“DBEs”) and the manner in which such utilization complies with, or deviates from, Consultant’s commitment to DBE utilization as reflected in its Proposal (as defined in Article 19) attached as Exhibit “D”.

ARTICLE 10: PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS

As directed by the Mobility Authority, key personnel shall meet with the Mobility Authority’s Executive Director and/or his designee(s) upon request to: (a) assess the Consultant’s progress under this Agreement and performance of the Services; and (b) plan staffing levels to be provided by the Consultant to the Mobility Authority for the upcoming calendar quarter. The Consultant shall permit inspections of its Services and work by the Mobility Authority or others, when requested by the Mobility Authority. Nothing contained in this Agreement shall prevent the Mobility Authority from scheduling such other planning and performance reviews with the Consultant or inspections as the Mobility Authority determines necessary.

ARTICLE 11: OWNERSHIP OF REPORTS

Ownership of reports and related materials prepared by Consultant (or any subconsultant) at the direction of the Mobility Authority shall be as follows:

A. Generally. All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Consultant solely under this Agreement (“work product”), including all information prepared for or posted on the Mobility Authority’s website and together with all materials and data furnished to it by the Mobility Authority, shall at all times be and remain the property of the Mobility Authority and, for a period of four (4) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Consultant a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the Consultant shall deliver to the Mobility Authority all such materials and documents and shall cease utilizing any such materials unless otherwise authorized in writing to do so by the Mobility Authority. If the Consultant or a subconsultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Mobility Authority. Notwithstanding anything contained herein to the contrary, and subject to any non-disclosure agreement

executed pursuant to Article 17, the Consultant shall have the right to retain a copy of the above materials, records, and documents for its archives.

B. Separate Assignment. If for any reason the agreement of the Mobility Authority and the Consultant set forth in subsection A above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Consultant hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Consultant may have or at any time acquire in said work product and other materials which are prepared solely for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other work product provided by the Consultant to the Mobility Authority and resulting from the Services performed under this Agreement are intended by the Consultant solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Consultant shall have no liability for the use by the Mobility Authority of any work product generated by the Consultant under this Agreement on any project other than for the specific purpose and project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the Consultant shall be at the sole risk of the Mobility Authority.

C. Development of Consultant Work Product. The Mobility Authority acknowledges that the Consultant's work product will be developed using data that is available at the time of the execution of a given Work Authorization, and will not constitute any guarantee or other assurance of future events. The Consultant will prepare work product using practices that are standard procedures in the industry.

ARTICLE 12: SUBCONSULTANTS

Consultant may, with the prior written consent of the Executive Director, employ one or more subconsultants to provide Services under this Agreement, provided that no approval shall be necessary for those subconsultants identified in the Consultant's Proposal (as defined in Article 19). Responsibility for any Services under this Agreement performed by a subconsultant shall remain with the Consultant. If Consultant proposes the use of a subconsultant to provide Services, the Consultant shall obtain and provide to the Mobility Authority a schedule of the subconsultant's rate. The Executive Director shall review and approve, in his discretion, any rates, including overhead, to be paid to the subconsultant. All subconsultants providing Services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of Article 2, provided that each subconsultant shall use its own actual hourly rates (computed using its own multiplier based on audited overhead rates, if overhead rates are approved) provided that no such rates shall exceed the corresponding rates paid by the Consultant for its personnel of comparable grade, category and experience. The Consultant agrees to pay its subconsultants for satisfactory performance of their contracts no later than thirty (30) days from its receipt of payment from the Mobility Authority. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Mobility Authority. This clause applies to payments to all subconsultants.

ARTICLE 13: APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS

Consultant shall cooperate with the Mobility Authority and its requests for Consultant to attend meetings in various proceedings as follows:

A. Witness. At the request of the Mobility Authority, the Consultant shall prepare such exhibits as may be requested for all hearings and trials related to any of the Projects, the Services, or the Mobility Authority's activities generally and, further, it shall prepare for and appear at conferences at the offices of legal counsel and shall furnish competent expert witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Services or the Mobility Authority's projects or activities.

B. Meetings. At the request of the Mobility Authority, the Consultant shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Mobility Authority, (b) TxDOT offices, (c) the offices of the Mobility Authority's legal counsel, bond counsel, and/or financial advisors, (d) at the site of any Project, or (e) any reasonably convenient location designated by the Mobility Authority.

C. Work Authorization. If Services provided under this Article are not covered by an existing Work Authorization, the Mobility Authority will issue a Work Authorization to request the Services.

ARTICLE 14: COMPLIANCE WITH LAWS AND MOBILITY AUTHORITY POLICIES

The Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. The Consultant shall also comply with the Mobility Authority's policies and procedures related to operational and administrative matters, such as, but not limited to, security of and access to Mobility Authority information and facilities. When requested, the Consultant shall furnish the Mobility Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

ARTICLE 15: MOBILITY AUTHORITY INDEMNIFIED

THE CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE CONSULTANT'S ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONSULTANT'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONSULTANT SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY

AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND CONTRACTORS OR TO THEIR CONDUCT.

ARTICLE 16: CONFLICTS OF INTEREST

The Consultant represents and warrants to the Mobility Authority, as of the Effective Date of this Agreement and throughout the term hereof, that it, its employees, and subconsultants: (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Consultant, except as expressly disclosed in writing to the Mobility Authority, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and after considering all relevant information related thereto, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. If a firm (individually or as a member of a consortium) submits a proposal to work for the Mobility Authority, Consultant shall comply with the Mobility Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE 17: CONSULTANT NON-DISCLOSURE

The Consultant and each subconsultant who provides Services to the Mobility Authority under this Agreement shall execute a Non-Disclosure Agreement in the form attached as Exhibit "C" no later than the date the Consultant signs the first Work Authorization issued under Article 2 or the date the subconsultant begins providing Services to Mobility Authority, respectively, and a violation of such Non-Disclosure Agreement shall constitute a material breach of this Agreement and shall be grounds for termination pursuant to Article 4 of this Agreement.

ARTICLE 18: INSURANCE

Prior to beginning the Services designated in this Agreement, the Consultant shall obtain and furnish the following certificates of insurance and additional documents to the Mobility Authority:

A. Workers' Compensation Insurance, in accordance with the laws of the State of Texas, and employer's liability coverage with a limit of not less than \$1,000,000. Consultant shall also obtain from its insurance company and provide to the Mobility Authority a "waiver of subrogation" in favor of the Mobility Authority.

B. Commercial General Liability Insurance, with limits not less than \$1,000,000 for bodily injury, including those resulting in death, and property damage on account of any one occurrence, with an aggregate limit of \$2,000,000. The policy shall not have a deductible in excess of \$25,000 per occurrence. Consultant shall also obtain from its insurance company and provide to the Mobility Authority a "waiver of subrogation" in favor of the Mobility Authority.

C. Business Automobile Liability Insurance, applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and for property damage on account of any one occurrence. This policy shall not contain any limitation with

respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Consultant's obligations under this Agreement. Consultant shall also obtain from its insurance company and provide to the Mobility Authority a "waiver of subrogation" in favor of the Mobility Authority.

D. Valuable Papers Insurance, in an amount not less than \$500,000 for the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials of Consultant relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Mobility Authority.

E. Cybersecurity Insurance for professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by the Mobility Authority, due to any error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Consultant, in an amount of at least one million dollars (\$1,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices.

F. Excess Umbrella Liability, with minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required by subsections A through D. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

G. General for All Insurance. The Consultant shall promptly, upon execution of this Agreement, furnish the required certificates of insurance and "waiver of subrogation" to the Mobility Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage. The "waiver of subrogation" shall be in a form acceptable to the Mobility Authority.

H. Fidelity Insurance covering any loss of funds or other property due to employee dishonesty, embezzlement, forgery, fraud, robbery, burglary and other criminal acts with a policy limit of at least \$2,000,000.

I. Technology Errors and Omissions Insurance including network security and privacy with a limit of \$1,000,000 per occurrence / \$2,000,000 aggregate.

All policies are to be written through companies that are: (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance under subsections A through D, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service), or (ii) with respect to the company providing the insurance under subsection E, a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Mobility Authority.

Insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections B, C, D, E, and F shall name the Mobility Authority as an additional insured and shall protect the Mobility Authority,

the Consultant, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Consultant, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Article 15, above, is included.

The insurance carrier shall include in each of the insurance policies required under this Article the following statement: “This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, Attention: Executive Director, 3300 North IH 35, Suite 300, Austin, Texas 78705.”

ARTICLE 19: COORDINATION OF CONTRACT DOCUMENTS

The proposal submitted by Consultant to the Mobility Authority in response to the General Systems Consulting Services RFQ, dated May 11, 2026 (the “Proposal”) is attached and incorporated as Exhibit “D” for all purposes; provided, however, that in the event of any conflict between the Proposal and any provision of this Agreement including its exhibits (but not Exhibit “D”), the Proposal shall be subordinate and the provision, appendices, or exhibits of this Agreement shall control.

ARTICLE 20: RELATIONSHIP BETWEEN THE PARTIES

Notwithstanding the anticipated collaboration between the parties, or any other circumstances, the relationship between the Mobility Authority and the Consultant shall be one of an independent contractor. The Consultant acknowledges and agrees that neither it nor any of its employees, subconsultants, or subcontractors shall be considered an employee of the Mobility Authority for any purpose. The Consultant shall have no authority to enter into any contract binding upon the Mobility Authority, or to create any obligation on behalf of the Mobility Authority. As an independent contractor, neither the Consultant nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Mobility Authority. Under no circumstances shall the Consultant, or its employees, subconsultants, or subcontractors, represent to suppliers, contractors or any other person that it is employed by the Mobility Authority or serves the Mobility Authority in any capacity other than as an independent contractor. The Consultant shall clearly inform all suppliers, contractors and others that it has no authority to bind the Mobility Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Mobility Authority whatsoever with respect to the liabilities, obligations or acts of the Consultant, its employees, subconsultants, or subcontractors, or any other person.

ARTICLE 21: NOTICE

A notice, demand, request, report, and other communication required or permitted under this Agreement, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two (2) business days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at its address set forth below, or to such other address as a party may from time to time designate under this Article, or (iii)

receipt of a fax or an electronic mail transmission (the latter of scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

*In the case of the **Consultant**:*

HDR Engineering, Inc.
Attn: Justin Word
710 Hesters Crossing, Suite 150
Round Rock, TX 78681
Fax: (737) 309-3736
Email: justin.word@hdrinc.com

*In the case of the **Mobility Authority**:*

Central Texas Regional Mobility Authority
Attn: Tracie Brown, Director of Operations
3300 North IH 35, Suite 300
Austin, TX 78705
Fax: (512) 996-9784
Email: tbrown@ctrma.org

with a copy to:

Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Fax: (512) 225-7788
Email: gpetrov@ctrma.org

A party may change the information provided in this Article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

ARTICLE 22: REPORTS OF ACCIDENTS, ETC.

No later than twenty-four (24) hours after occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (including an employee or subconsultant or employee of a subconsultant of the Consultant) which results from or involves any action or failure to act of the Consultant or any employee, subconsultant, employee of a subconsultant, or agent of the Consultant or which arises in any manner from the performance of this Agreement, the Consultant shall provide a written report of such accident or other event to the Mobility Authority, setting forth a full and concise statement of the facts pertaining thereto. The Consultant also shall immediately send the Mobility Authority a copy of any summons, subpoena, notice, or other documents served upon the Consultant, its agents, employees, subconsultants, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Consultant's performance of the Services under this Agreement.

ARTICLE 23: MOBILITY AUTHORITY'S ACTS

Anything to be done under this Agreement by the Mobility Authority may be done by such persons, corporations, firms, or other entities as the Mobility Authority's Executive Director may designate in writing.

ARTICLE 24: LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the Mobility Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Mobility Authority shall have any personal obligations or liability thereunder.

The Consultant is obligated to comply with applicable standards of professional care in the performance of the Services. The Mobility Authority shall have no obligation to verify any information provided to the Consultant by the Mobility Authority or any other person or entity.

ARTICLE 25: CAPTIONS NOT A PART HEREOF

Captions or subtitles of the several articles, subsections, and other divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its articles, subsections, or other divisions.

ARTICLE 26: CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties acknowledge that venue is proper in Travis County, Texas, for all disputes arising under this Agreement and waive any right to sue and be sued elsewhere.

ARTICLE 27: COMPLETE AGREEMENT

This Agreement sets forth the complete agreement between the parties with respect to the Services and, except as provided for in Article 19 above, expressly supersedes all other agreements (oral or written) with respect thereto. Any changes in the character, agreement, terms and/or responsibilities of the parties must be enacted through a written amendment, executed by the Mobility Authority and the Consultant. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

ARTICLE 28: TIME OF ESSENCE

As set forth in Article 4, with respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Consultant acknowledges the importance to the Mobility Authority of the project schedule and will perform its obligations under this Agreement with all due and reasonable care and in compliance with that schedule.

ARTICLE 29: SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 30: AUTHORIZATION

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

ARTICLE 31: SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the Mobility Authority, the Consultant, and their respective heirs, executors, administrators, successors, and permitted assigns. The Consultant may not assign the Agreement or any portion thereof without the prior written consent of the Mobility Authority.

ARTICLE 32: INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

ARTICLE 33: BENEFITS INURED

This Agreement is solely for the benefit of the parties and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

ARTICLE 34: SURVIVAL

Each of the provisions in the Agreement is important and material and significantly affects the successful conduct of the business of the Mobility Authority, as well as its reputation and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, from which the Consultant may be enjoined and for which the Consultant also shall pay to the Mobility Authority all damages which arise from said breach. The Consultant understands and acknowledges that the Consultant's responsibilities under Articles 11 and 15 of this Agreement shall continue in full force and effect after the date this Agreement terminates for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

HDR Engineering, Inc.

By: _____
James M. Bass, Executive Director

By:  _____
Justin Word, Sr. Vice President

EXHIBIT “A”

SCOPE OF SERVICES

I. Purpose

The Consultant shall serve as a strategic technical partner for the Mobility Authority, offering objective, independent oversight across the entire lifecycle of the Authority’s technology ecosystem including roadside tolling, Back-Office Systems (BOS), Intelligent Transportation Systems (ITS), and emerging mobility platforms.

The Consultant shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The Mobility Authority, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this Agreement.

The Mobility Authority will request all Services on an as-needed basis, through issuance of a Work Authorization. The Mobility Authority makes no representation that any or all of the Services described in this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these Services on a nonexclusive basis. The Mobility Authority, at its option, may elect to have any of the Services set forth herein performed by other consultants or by the Mobility Authority’s staff.

II. Services

The Scope of Services to be provided by the Consultant may include the following key elements:

1. Systems Implementation and Technology

- A. Facilitate the deployment of tolling technologies, Intelligent Transportation Systems (ITS), back-office platforms, and payment processing solutions. Ensure all networking infrastructure aligns with the Mobility Authority’s operational objectives and performance standards. This includes, but is not limited to, guiding the adoption and implementation of cutting-edge technologies and overseeing complex tolling solutions (e.g. All Electronic Tolling and Dynamic pricing).

2. Strategic Planning and Innovation

- A. Lead the long-term roadmap development for emerging mobility solutions. Identify and execute enhancements for existing systems and processes to ensure they remain scalable and aligned with the Authority’s strategic vision.

3. Business Intelligence and Quality Assurance

- A. Conduct comprehensive business analysis, including, but not limited to, the elicitation and management of system requirements and business rules. Maintain rigorous traceability and execute end-to-end testing to ensure system performance meets established benchmarks.

4. Program Governance and Advisory

- A. Provide high-level management support across the project lifecycle, including, but not limited to, procurement development, maintenance oversight, technical white paper authorship, and industry benchmarking.

EXHIBIT “B”

FORM OF WORK AUTHORIZATION

WORK AUTHORIZATION NO. _____

This Work Authorization is made as of this day of _____, 20____, under the terms and conditions established in the AGREEMENT FOR GENERAL SYSTEMS CONSULTANT SERVICES, dated as of _____, 2026 (the “Agreement”), between the Central Texas Regional Mobility Authority (“Mobility Authority”) and [_____] (“Consultant”).

This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

[Brief description of the Project to which this Work Authorization applies]

Section A. Scope of Services

A.1. Consultant shall perform the following Services:

[Describe the Scope of Services established for this Work Authorization, or make reference to an attached Exhibit where the Scope of Services is set out.]

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Mobility Authority.

[Describe any Additional Services that may be authorized by future written confirmation from the Mobility Authority.]

A.3. In conjunction with the performance of the foregoing Services, Consultant shall provide the following submittals/deliverables (“Documents”) to the Mobility Authority:

[Describe Documents to be delivered by Consultant.]

Section B. Service Providers

[Describe Key Personnel and subconsultants, if any, assigned to the Project.]

Section C. Schedule

Consultant shall perform the Services and deliver the related Documents (if any) according to the following schedule:

[Describe agreed Project schedule.]

Section D. Compensation

D.1. In return for the performance of the foregoing obligations, the Mobility Authority shall pay to Consultant the amount not to exceed \$_____ based on the attached fee estimate. Compensation shall be in accordance with the Agreement.

D.2. Compensation for Additional Services (if any) shall be paid by the Mobility Authority to Consultant according to the terms of a future Work Authorization.

IN WITNESS WHEREOF, the parties have executed this Work Authorization, effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

[CONSULTANT]

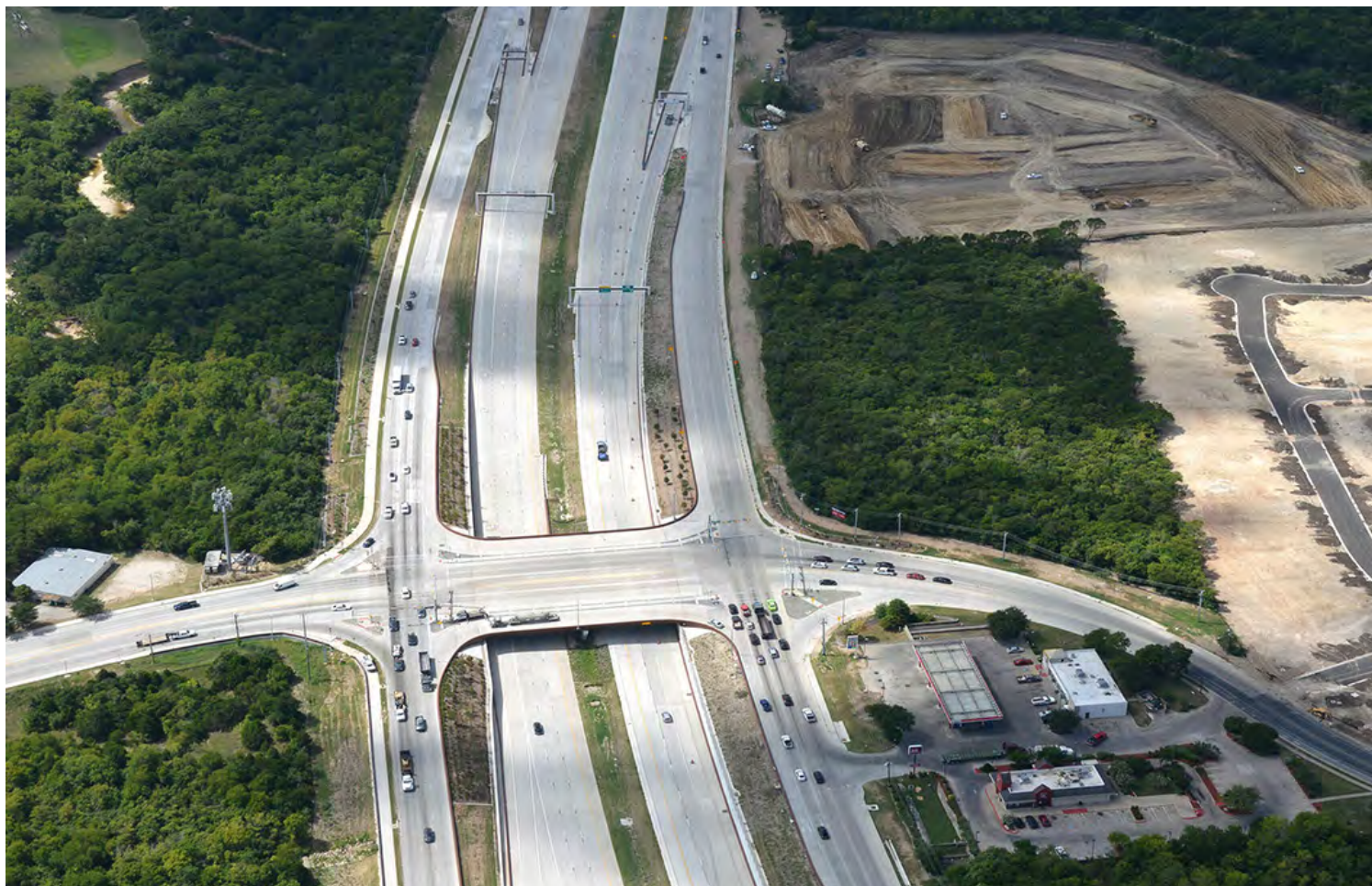
By: _____
James M. Bass, Executive Director

By: _____
[CONSULTANT]

EXHIBIT “C”
NONDISCLOSURE AGREEMENT

EXHIBIT “D”

CONSULTANT’S PROPOSAL



STATEMENT OF QUALIFICATIONS
General Systems Consulting Services

HDR Engineering, Inc.
May 11, 2026



May 11, 2026

Central Texas Regional Mobility Authority
Attn: Tracie Brown, Director of Operations
3300 North IH 35, Suite 300
Austin, TX 78705

RE: Request for Qualifications (RFQ) for General Systems Consulting Services

Dear Ms. Brown,

HDR Engineering, Inc. (HDR) recognizes the Central Texas Regional Mobility Authority's (CTRMA's) vision for objective, independent oversight across its technology ecosystem of roadside tolling, back-office systems (BOS), intelligent transportation systems (ITS), and emerging mobility platforms. CTRMA has been operating toll facilities in Central Texas since the opening of the 183A facility in March 2007, with coverage expanded to other area highways, including 290 Toll, 71 Toll Lane, MoPac Express Lane, and 45SW Toll. Furthermore, CTRMA has been a leader in advancing next generation tolling approaches such as embedded connected vehicle applications.

HDR provides services for each work authorization that are fiscally responsible, scalable, and strictly aligned with your long-term operational goals and values. As your consultant, we are committed to:

- **Collaboration.** We value close collaboration with not only our clients but also their vendors, stakeholders, and other industry experts. **We are currently negotiating a 3-way agreement between the Hidalgo County Regional Mobility Authority (HCRMA), Cameron County Regional Mobility Authority (CCRMA), and Harris County Toll Road Authority (HCTRA)** for the provision of back-office and customer service center (CSC) functions for the future 365 Toll Facility in McAllen, Texas, requiring extensive coordination and collaboration across agencies and vendors.
- **Stewardship.** Just as CTRMA is entrusted as a steward of the public's time, money, and safety, HDR is a steward of CTRMA's resources. **Our team developed and proposed a tolling approach for HCRMA that is expected to generate \$1.3M in capital savings** on in-lane detection equipment, **improve enforcement**, and **reduce leakage** for HCRMA.
- **Safety.** There is no greater responsibility for a public agency than safeguarding the lives of the traveling public – and safety is a core value at HDR. We are proud of our leadership in advancing innovative safety solutions, **including the development and implementation of automated speed enforcement technologies that have significantly improved work zone safety in Connecticut and Maine.** We look forward to partnering with you to deploy similar life-saving solutions on Central Texas roadways.
- **Service.** We are committed to serving as our clients' trusted advisor, guided by the goal of helping CTRMA achieve its objectives in delivering reliable mobility options for Central Texas travelers. The fact that **80 percent of HDR's business comes from repeat clients** reflects our commitment to building long-term partnerships through excellence, integrity, and consistently strong results.

POINT OF CONTACT

Caitlin Timoney
Project Manager

✉ Caitlin.Timoney@hdrinc.com

☎ 718.913.6409

Acknowledgments

We have carefully reviewed the RFQ and confirm our corporate acceptance of its terms and our understanding of the submittal requirements. We acknowledge that engineering services are expressly excluded from this contract and have structured our proposed team and approach accordingly.

- **Innovation.** We believe that overcoming today's mobility barriers requires adopting innovative solutions. True innovation is driven by continuous learning and a willingness to take thoughtful, measured risks. HDR has demonstrated this balance as program manager for the **New York Central Business District Tolling Program (CBDTP), delivering groundbreaking solutions for the first cordon-based congestion pricing project in the U.S.** We bring deep technical expertise in toll system implementation and operations, supported by a strong culture of innovation. Our experience implementing – and subsequently managing operations for – the nation's first congestion pricing system in New York City, while integrating the region's existing electronic tolling infrastructure, demonstrates our ability to bridge existing best practices with next generation tolling technologies.

CTRMA has long benefited from the technical expertise of its consultants and industry partners. However, navigating and adapting to a rapidly evolving transportation landscape increasingly demands new and diverse skill sets that may not be readily available. For example, there are numerous opportunities to **build upon CTRMA's successful partnership with Ford** in testing embedded systems on area roadways. Similarly, the **continued advancement of CTRMA's Pay-by-Mail program** reflects meaningful progress in addressing long-standing challenges associated with not issuing or maintaining an in-house toll tag protocol.

Establishing a qualified pool of specialized consulting firms will position you to access a broader range of technical expertise and innovative perspectives, enabling solutions that were previously unavailable. Our team's capabilities, technical depth, and commitment to excellence will meaningfully support CTRMA's ongoing success in advancing mobility solutions for the Central Texas region.

We are enthusiastic about the potential to team with CTRMA as your General Systems Consultant. We look forward to the opportunity to discuss our capabilities further.

Sincerely,
HDR



Caitlin Timoney
Project Manager



Justin Word, PE (TX, No. 92712)
Principal-in-Charge/Senior Vice President



Attachment

A





6.1 Respondent

6.1 Respondent

Brief History and General Description of Respondent

HDR is an employee-owned engineering, architecture, and consulting firm founded in 1917. When H.H. Henningson founded the Henningson Engineering Company in Omaha, Nebraska, his focus wasn't on mega projects or global expansion. It was on helping rural Midwest towns adapt to a changing world. He brought power to the plains and water treatment systems where it was needed most. It was Henningson's work ethic and commitment to the community that fueled the company's growth.

For more than a century, HDR has partnered with clients to shape communities and push the boundaries of what's possible. **We have over 14,500 employees in more than 200 offices around the world** and will provide CTRMA with **access to local professional staff** representing a full spectrum of services specializing in engineering, architecture, environmental, strategic communications, advisory, and construction services. To expeditiously complete this project, we can draw upon **over 540 resources from each of our four full-service Central Texas offices** in Austin, Round Rock, and San Antonio. We have nine other Texas offices, bringing over 1,100 employees statewide that we can call on if needed.

We offer the multidisciplinary strength required to deliver technically complex projects from planning

through implementation and operation. We will use the right resources with the right expertise to meet your scope, schedule, and budget.

Type of Legal Entity and Status

HDR is an employee-owned S Corporation, registered as a corporation in the State of Nebraska. The holding company, HDR, Inc., operates several subsidiaries, including HDR. HDR, Inc. and its subsidiaries are in good standing and have not filed for bankruptcy or been engaged in bankruptcy proceedings. We have maintained professional liability insurance in force continually since 1958. The company's legal structure and status are current and active, with the required business licenses and registrations maintained in the jurisdictions where it operates.

Ownership, Officers, Directors, or Partners

HDR is a 100% employee-owned company. Ownership is held through the HDR, Inc. BEST Plan and Employee Stock Ownership Plan, a qualified benefit plan in which each employee is a participant. No individual employee owns more than one percent of the outstanding stock of the company. There are no outside shareholders, and the company is not owned by external entities. The company's officers and directors are responsible for corporate governance. A list of the current Board of Directors of HDR, Inc. can be found on the following page.

Respondent

HDR Engineering, Inc.

Type of Legal Entity

S Corporation

Ownership

100% employee-owned



Over **200**
locations worldwide

Over **14,500**
employees



109 years in
business



Serving Central
Texas since **1978**



HDR Board of Directors



John Henderson

Chairman and Chief Executive Officer
HDR



Douglas Wignall

Architecture President
HDR



Eric Keen

Vice Chairman
HDR



Anthony (Tony) Cotton

Retired General
United States Air Force



Neil Graff

President and Chief Operating Officer
HDR



Helvi Sandvik

President
Kidways, LLC



Erin Hunt

Water President
HDR



Thomas McLaughlin

Transportation President
HDR



Richard Bell

Former Chairman and Chief Executive Officer
HDR



John Wilson

Former President
Durham Resources, LLC



POINT OF CONTACT

Caitlin Timoney
Project Manager

✉ Caitlin.Timoney@hdrinc.com

☎ 718.913.6409

Caitlin is experienced in managing complex tolling projects, having previously served as *deputy program manager for the Metropolitan Transportation Authority's Central Business District Tolling Program* in New York. She now lives in Houston and *manages projects on behalf of Houston METRO (METRO)*. Caitlin will be responsible for verifying that our technical staff is exceeding CTRMA's expectations in terms of budget, schedule, and quality.

Respondent's Subconsultant Intent

We value collaboration and view strong partnerships with you, your consultants, and your vendors as essential in delivering safe, reliable, and innovative mobility solutions to Central Texas drivers. At this time, we are not including subconsultants in our statement of qualifications. However, we understand that technology evolves rapidly and remaining agile and adaptable to changing conditions is a primary reason for soliciting a general services contractor pool. **HDR therefore commits to thoroughly evaluate the technical needs of future work authorizations and, if needed, will partner with vendors or firms that can augment and enhance our expertise and provide added value to CTRMA.** Our subject matter experts (SMEs) have a strong professional network through active participation in transportation industry groups such as the International Bridge, Tunnel & Turnpike Association (IBTTA), Transportation Research Board (TRB), ITS America, and American Association of State Highway and Transportation Officials. This network will enable us to quickly identify and recruit the necessary subject matter expertise to meet future needs.



6.2

Respondent's Organization, Key Personnel, and Procedures

6.2 Respondent's Organization, Key Personnel, and Procedures

LEGEND

Staff are HDR employees.

Bolded blue names indicate task leads.

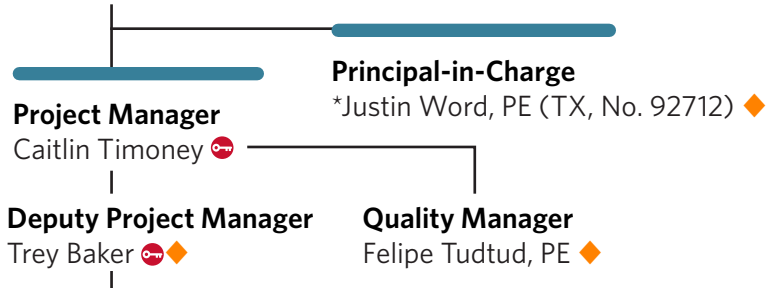
Key personnel

Local Central Texas personnel

*Principal officer directly responsible for managing the services provided for CTRMA's projects



The HDR Team is a fully integrated team and is committed to providing the right skill sets for each work authorization.



Systems Implementation and Technology

Robert Duffey, PMP

Chelsea Mason, PE

Connie Ullas, PE

Nicole Watts

Paul Leghart

Alfred Ng

Business Intelligence and Quality Assurance

Regina Briseño, PMP

Srikanth (Sri) Koneru, PE

Ke Zhou

Jay Walter

Sarah Henly-Thomas

Rupender Dahiya, PE

Strategic Planning and Innovation

David Ungemah

Daniel DiJoseph, PE

Steve Kimble, PE (MI, MD, OH, IL, VA, DC)

Pareese Pathak

Keyur Shah, PMP, MIAM, PROSCI

Jingcheng Wu, PhD, PE (NY, FL, MI, VA, WI), PTOE

Program Governance and Advisory

Andrew Cadmus, PE (MD, VA)

Trey Baker

Joey Yang, PE (NY, WA)

Kelli Reyna

Robert Colorafi, MBA

Brian Swindell, PE, ENV SP

SUPPORTING SUBJECT MATTER EXPERTS

Toll Transaction Analyses

Sarah Henly-Thomas

Jay Walter

Back-Office and CSC

Regina Briseño, PMP

Navdeep Virk, PMP, PSMI

Pareese Pathak

Roadside Systems and Equipment

Robert Duffey, PMP

Paul Leghart

Alfred Ng

Zero Emissions and Fleets

Robert Mowat

Nassim Motamedi, PhD, P.Eng., PMP, PTOE

Ana Maria Vargas

ITS and New Mobility

Steve Kimble, PE (MI, MD, OH, IL, VA, DC)

Kyle Halligan, PE

Justin Robbins, AICP

Connie Ullas, PE

Siri Simons

Nicole Watts

Suchismita Behuria, PE

Joey Yang, PE (NY, WA)

Express Lane Operations

David Ungemah

Trey Baker

Brian Swindell, PE, ENV SP

Garrett Low, PE (CA)

Keyur Shah, PMP, MIAM, PROSCI

Caitlin Timoney

Project Manager



FIRM

HDR

EDUCATION

MS, Environmental Systems Analysis and Management, Sacred Heart University
BS, Biological Sciences, University of Pittsburgh

PROFESSIONAL MEMBERSHIPS & ORGANIZATIONS

Women's Transportation Seminar

INDUSTRY | FIRM TENURE

12 years | 8 years

As deputy program manager for the Metropolitan Transportation Authority's (MTA's) Central Business District Tolling Program (CBDTP) – the first congestion pricing program in the U.S. – Caitlin supported the delivery of a \$500M, multi-vendor program led by MTA. She oversaw coordination across diverse program elements including tolling system design, construction of roadside infrastructure, environmental compliance, tolling policy development, and post-implementation reporting.

RELEVANT PROJECT EXPERIENCE

MTA, CBDTP, New York, NY.

Deputy Program Manager – Program Delivery, Controls, and Risk.

As deputy program manager, Caitlin provided day-to-day leadership of program delivery for a complex, politically sensitive, \$500M congestion pricing program involving more than 25 vendors. She led schedule, budget, change, risk, and quality management functions, verifying alignment across design, policy, systems, and construction activities. She managed the integrated master schedule in Primavera P6, coordinated inputs from multiple consultant teams, and reviewed schedule logic to identify and mitigate critical path risks. Caitlin tracked program costs and commitments, prepared quarterly estimate-at-completion forecasts, supported change management by identifying potential change orders, and reviewed construction invoices for milestone payments. She also established and maintained document control processes, facilitated weekly executive and construction coordination meetings, tracked action items to resolution, and prepared concise executive-level status presentations.

Project Manager – Statutory Obligations, Policy Development, and Financial Processes.

As project manager of these specific sub-elements of CBDTP, Caitlin led critical workstreams tied to the program's statutory, policy, and financial requirements. She oversaw preparation of the Traffic Mobility Review Board report, a statutorily mandated deliverable that evaluated potential toll structures and analyzed their traffic, revenue, and equity impacts. In parallel, she led the development of key tolling policy white papers addressing the treatment of buses, taxis and for-hire vehicles (FHVs), government vehicles, and emergency vehicles. These papers informed critical policy decisions by balancing statutory direction, operational feasibility, equity considerations, and stakeholder concerns. Caitlin also managed the development of new financial procedures required to implement congestion pricing, establishing end-to-end processes to track toll revenue from collection through deposit into the statutorily mandated lockbox. She coordinated closely with MTA finance, tolling operations, and legal teams to verify financial controls met statutory, audit, and reporting requirements.

“Over the more than five years we worked together, Caitlin quickly became my indispensable partner and deputy while gaining the trust and confidence of the client team. By the time I chose to retire in 2025, Caitlin was the guiding force on [CBDTP] and uniquely qualified to take over its leadership, having earned the confidence of clients, partners, consultants, and contractors.”

— Mike Lewis, Former HDR Principal Program Manager

Caitlin Timoney (Continued)

METRO, Gulfton Connector Busway Project, Houston, TX.

Project Manager. Caitlin serves as the project manager for the planning phase of the Gulfton Connector Busway project, a proposed 5-mile bus rapid transit route through the Gulfton community in Houston, Texas. The effort includes oversight of the NEPA Categorical Exclusion documentation, preparation of the Small Starts Grant Agreement materials, and various service integration and station access planning.

Various Projects, New York, NY.

Environmental Planner. Caitlin assisted project managers with the preparation and management of environmental assessments and compliance documentation for various transit-related projects, coordinated with design-builders to verify compliance with environmental regulations and permitting requirements, and updated 50+ master construction specifications through coordination with various HDR groups and external partners.

MTA, Metro-North Railroad, New York, NY.

Environmental Manager. Caitlin was a manager in the Environmental Compliance & Services department at Metro-North Railroad. During her 5-year tenure with the department, she spent much of her time in the field visiting various yards and facilities to assess environmental compliance, particularly in relation to regulated waste management. Caitlin assisted in evaluating capital projects to ascertain compliance with NEPA and/or SEQRA and in coordination with regulatory agencies, including the New York State Department of Environmental Conservation (NYSDEC), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and New York State Department of Transportation. She coordinated mandatory calls to regulatory agencies, managed clean-up and preparation of closure reports, and organized other operating departments during emergency spill response situations.

New York City Transit (NYCT), Enhanced Station Initiatives, Package 4, New York, NY.

Environmental Oversight/Production Manager. Caitlin oversaw the environmental compliance and permitting requirements for the rehabilitation of five subway stations in the NYCT system under the Enhanced Station Initiatives Design-Build project. She was responsible for the development of key environmental construction documents including dust control and waste management plans. She worked directly with the construction contractors to verify compliance with environmental requirements such as stormwater management, removal and disposal of regulated wastes, and lead and asbestos abatement.

Trey Baker

Deputy Project Manager, Program Governance and Advisory Support, Express Lane Operations Support



Trey brings 20 years of experience in the qualitative and quantitative assessment of transportation policy and public acceptance with a focus on road pricing, managed lanes, tolling, transportation demand management, and emerging technologies such as automated and connected vehicles. He is an adept communicator with experience in translating complex technology and institutional issues to produce deliverables that are accessible to a wide range of transportation audiences. Trey is also an experienced facilitator and interviewer, having worked in a variety of settings where stakeholder collaboration and information exchange are critical for decision-making.

FIRM

HDR

EDUCATION

MPA, Public Service and Administration, Texas A&M University

BS, Political Science, Texas A&M University

PROFESSIONAL MEMBERSHIPS & ORGANIZATIONS

TRB: Congestion Pricing Committee, Transportation Demand Management Committee, Congestion Pricing Outreach Subcommittee
IBTTA: Emerging Technology Committee

INDUSTRY | FIRM TENURE

20 years | Less than 1 year

RELEVANT PROJECT EXPERIENCE

Oregon Department of Transportation (ODOT), Open Architecture Tolling Technology, Salem, OR.

Deputy Project Manager. Trey served as the deputy project manager in the development of an open architecture tolling concept for seamless integration of road charging, tolling, transit, and other transportation services under a single platform. He led a tolling technology assessment and vendor perspectives report based on a series of interviews. Trey led the development of a BOS options report for the Oregon Transportation Commission to explain ODOT's vision for a fully integrated mobility marketplace, including how tolling back offices are set up and how toll vendor contracting approaches have changed over time. He developed a tolling evaluation plan for future systems.

CTRMA, Technology Innovation Strategy, Austin, TX.

Task Lead. Trey facilitated recurring meetings with a group of toll operators, toll system vendors, and consultants to develop guidance on innovative technologies for the tolling industry. He conducted and synthesized interviews with other local and regional authorities throughout the U.S. to identify best practices in the implementation of innovative transportation system operation approaches. Results of these efforts informed the development of the agency's Strategic Plan and subsequent investments in innovative technologies.

CTRMA, Toll Tag and Pay-by-Plate Market Analysis, Austin, TX.

Project Manager. Trey served as the project manager for toll market analysis in support of agency marketing efforts intended to increase tag adoption by Central Texas toll facility users. He analyzed delinquent account information and pay-by-plate data to identify users most likely to benefit from direct marketing of toll transponder information. Trey analyzed delinquency and pay-by-plate based on geography to support even more targeted outreach to areas with the densest concentration of potential tag customers. He prepared final reports for agency review.

Trey Baker (Continued)

CTRMA, Gondola Feasibility Assessment, Austin, TX.

Project Manager. Trey served as the project manager in the assessment of a proposed urban gondola system for implementation in South Austin. He identified and engaged gondola planning, implementation, and operational experts and worked with the team to analyze potential cost, ridership, and revenues. Trey developed a technical memorandum summarizing the team's findings with supporting research on what makes gondola systems successful in places such as Portland, Oregon; Medellin, Colombia; and La Paz, Bolivia.

ODOT, Toll Program Planning and Environmental Linkages Study, Portland, OR.

Task Lead/Facilitator. Trey served as the task lead and facilitator for the development, refinement, modeling, and evaluation of tolling configurations for implementation on I-5 and I-205. He convened and facilitated bi-weekly meetings and working sessions with the technical team and ODOT staff from several departments to coordinate regional modeling and technical analysis activities. Trey facilitated recurring meetings of the Transportation Technical Reports Working Group, comprised of external agency partners and various regional stakeholders, to develop technical methodologies for the ongoing NEPA Environmental Analysis.

Los Angeles Metro (Metro), Traffic Reduction Study, Los Angeles, CA.

Task Manager. Trey served as the task manager responsible for developing best practices guidance in support of Metro's county-wide congestion pricing project. He evaluated potential emerging technology solutions for cordon and area-wide pricing systems as well as assessed potential policy, equity, legal, and interjurisdictional issues. Trey facilitated a workshop with Metro and its partner agencies to identify and prioritize key equity concerns among communities of concern with the implementation of congestion pricing in Los Angeles County. The workshop informed the development of future equity mitigation programs as well as outreach and marketing strategies.

CTRMA, 45SW Toll and 183 North Facility Opening Surveys, Austin, TX.

Task Manager. Trey served as the task manager in the development of user surveys for the opening of the 45SW and extension of 183 North tollways. He designed surveys to maintain consistency with similar user surveying efforts conducted by CTRMA for the opening of other facilities in the area. Trey procured and managed a survey administration contractor and worked closely with the firm to identify the appropriate sampling approach. He received survey results, conducted analysis, and prepared the final report for each facility.

Robert Duffey, PMP

Systems Implementation and Technology Task Lead, Roadside Systems and Equipment Support



FIRM

HDR

EDUCATION

BA, Transportation and Logistics Management,
American Military University

LICENSES & REGISTRATIONS

Project Management
Professional (PMP)

INDUSTRY | FIRM TENURE

19 years | Less than 1 year

Robert is a dynamic toll systems project leader with a track record of successfully assessing project requirements and implementing effective strategies and solutions across diverse fields and technological environments. He has in-depth knowledge of axle-based and shape-based vehicle classification in both all-electronic tolling (AET) and mixed-mode applications. Throughout his career, Robert has directed numerous field service operations, teams, and key technical projects from design to implementation. He brings value to projects by conducting informed assessments of requirements, creating customized solutions, and sharing integration options for new systems with existing equipment. He is experienced in performing quality checks and performance testing at installation sites, evaluating ongoing deployments, and identifying improvement opportunities. In his work, he aims for timely issue resolutions that keep budgets and schedules on track, even in the face of strict system requirements and challenging installation situations.

RELEVANT PROJECT EXPERIENCE

CTRMA, 183A, 183A Extension, 290 Expressway, Austin, TX.

Installation and Maintenance Manager. Robert managed the end-to-end installation and maintenance of a comprehensive tolling system for CTRMA projects, encompassing open road tolling (ORT), violation enforcement, video image processing, and ongoing maintenance services. As installation and maintenance manager, he directed a team in the successful deployment and maintenance of the tolling solution, leading the project through testing and implementation phases. Post-installation, Robert assumed responsibility for day-to-day maintenance and operations.

MTA, Harmonization Concept of Operations, New York, NY.

Toll Technology SME. We are assisting MTA with the implementation of the Harmonization Concept of Operations. The scope of our work includes overseeing ORT contract modification, toll systems integrator (TSI) design and implementation, testing, and go-live. Work also includes supporting the procurement of a digital video audit system, united reporting platform(s), and overseeing ORT RAAS updates.

New Hampshire Department of Transportation, 93 Hooksett and I-95 Hampton ORT, NH.

Installation and Maintenance Manager. Robert managed the installation process for a fast-track conversion of an existing legacy system to E-ZPass, verifying stable equipment installation and timely completion of each project phase. He assisted in the quality assurance/quality control (QA/QC) testing, verifying that results met strict contract requirements. He transitioned to maintenance manager post-installation and commissioning, managing day-to-day operations.

Robert Duffey, PMP (Continued)

Triborough Bridge and Tunnel Authority (TBTA)/MTA, Henry Hudson Bridge (HHB) AET Gateless Pilot Test, Manhattan, NY.

Installation Manager. Robert managed TBTA in their transition to AET at the HHB, assisting in evaluating the potential impacts of implementing gateless tolling and a comprehensive AET solution. He collaborated closely with TBTA and MTA to maintain a cohesive team approach throughout the delivery of the Pilot AET system at the HHB.

State Road and Tollway Authority (SRTA), I-75S and NWC, Atlanta, GA.

Installation and Maintenance Manager. Robert served as the installation manager for the SRTA projects during the design and construction phases, directing a team in the successful installation of tolling and ITS solutions. He managed the testing process, and upon completion of installation activities, transitioned to the role of maintenance and operations manager, which encompassed commissioning, day-to-day maintenance, and operations.

CCRMA, SH 550 and Port Spur, Harlingen, TX.

Installation and Maintenance Manager. Robert managed the installation of an AET solution for the CCRMA project as installation manager. He directed the team to successfully install equipment and assisted in testing and integration. He transitioned to maintenance manager post-implementation, overseeing day-to-day operations, and full system deployment was provided faster than initial project timelines.

Washington State Department of Transportation, SR 520 Evergreen Floating Bridge, SR-99, I-405 Managed Lanes, and the SR-520 Technical and Traffic Committee, Seattle, WA.

Installation and Maintenance Manager. Robert managed the installation of tolling equipment for the SR 520 Evergreen Floating Bridge project while overcoming significant challenges presented by the complex construction site. He oversaw the hardware team to verify successful implementation of the equipment design and structure. Robert transitioned to maintenance manager upon completion of installation and managed day-to-day operations. He provided key contributions to design efforts for follow-on projects.

North East Texas Regional Mobility Authority (NETRMA), Texas Toll Loop 49, Tyler, TX.

Deputy Project Manager/Installation and Maintenance Manager.

Robert served as both deputy project manager and installation manager, leading the removal of a competitor's AET solution and the subsequent installation of an updated, treadle-based AET tolling solution. He directed the team to successfully install the equipment and assisted in testing and integration. Robert transitioned to maintenance manager upon completion, overseeing day-to-day maintenance and operations.

Chelsea Mason, PE

Systems Implementation and Technology Support



Chelsea has been involved in tolling throughout her entire career. Along with her passion for the mobility industry, she brings 15 years of experience in the planning, design, review, analysis, and project management of toll facilities and structures, as well as bridges, retaining walls, and other miscellaneous transportation structures. Chelsea has worked with clients such as TxDOT, Florida Department of Transportation (FDOT), Central Florida Expressway Authority, various Florida counties, E-470 Public Highway Authority, and the Fort Bend Toll Road Authority. She has previously served as a General Engineering Consultant at Florida's Turnpike Enterprise (FTE), where she worked as a toll facility design engineer.

FIRM

HDR

EDUCATION

ME, Civil Engineering
(Structures), University of
Florida

BS, Civil Engineering,
University of Florida

LICENSES & REGISTRATIONS

PE, TX, No. 122389

PE, FL, No. 76086

Florida Advanced
Maintenance of Traffic
(MOT), No. 612107

PROFESSIONAL MEMBERSHIPS & ORGANIZATIONS

IBTTA: Young Professionals
Council, Women in Tolling
Council

American Society of Civil
Engineers

Women's Transportation
Seminar

Florida Engineering Society:
Central Florida MathCounts
Committee

Go Full STEAM Inc.

INDUSTRY | FIRM TENURE

15 years | Less than 1 year

RELEVANT PROJECT EXPERIENCE

HCRMA, 365 Tollway System Implementation Project, Pharr, TX.

Tolling Consultant and Tolls Engineer of Record. The 365 Tollway project will be a greenfield, 14.9-mile limited access highway to relieve traffic congestion, facilitate international trade shipments across the U.S./Mexico border, and benefit local travelers by providing a high-speed connection between the Pharr-Reynosa International Bridge, the Anzalduas International Bridge, the McAllen Foreign Trade Zone, industrial areas, and warehouses in McAllen, Mission, and Pharr, Texas. Chelsea is reviewing the ITS and tolling portions of this new tolling system on behalf of HCRMA, which includes phases from concept development to go-live and operations. We oversaw the procurement process including addressing questions, issuing addenda, evaluating proposals, and supporting the HCRMA Board in selecting a vendor. The project also included the development of a financial model to track total project cost, including construction, general and administrative, bond payments, and operations and maintenance (O&M) costs. This comprehensive model provides both a record of actual and forecasted cash flows for financial planning. Chelsea revised the original dual-gantry plans to conform to a new single-gantry toll site solution proposed by the selected TSI in order to provide direct savings to the client. She has been involved in the review of additional ITS and structural plans and shop drawings, as well as providing responses to RFIs. Chelsea will continue to assist HCRMA through construction post-design as well as delivery, testing, and commissioning of the new toll system.

FTE, General Engineering Consultant, Ocoee, FL.

Toll Facilities Design Engineer. Chelsea acted as an extension of FDOT staff, consulting on projects in Florida that contained or were adjacent to an existing or proposed toll site. Responsibilities included scope and RFP development, RFI/RFM response, shop drawing review, express lane diagram development, discipline coordination, specification development, and review of concept and final electrical, structural, architectural, grading, site development, MOT, ITS, and roadway plans that have effects on a toll component.

Chelsea Mason, PE (Continued)

FTE, Turnpike AET Phase 4A and 4B, Miami, FL.

Structural Engineer and Gantry Structure Engineer of Record.

Phase 4A consisted of converting the existing Golden Glades mainline toll plaza to an AET facility, designing a new southbound to westbound AET exit ramp at Hollywood Boulevard, and widening the northbound Homestead Extension of Florida's Turnpike to the northbound Turnpike mainline ramp. Improvements included the AET conversion of two ramp plazas and guide and toll signing throughout the project limits, including signing of approaches and connecting roadways to the Turnpike mainline and spur. Chelsea was responsible for the design of a new prototype accessible toll equipment gantry structure, which is now used as the FDOT state standard design for mainline gantries. She was also responsible for the design of FTE's first cantilever toll equipment gantry, which is now the state standard for express lane gantries, and design of permanent sheet pile walls. Her responsibilities also include plans, preparation, and design.

Central Florida Expressway Authority (CFX), Wekiva Parkway AET, Apopka, FL.

Project Manager and Structural Engineer of Record. This project was for design services for a new AET facility along the SR 429 mainline. This toll facility was a prototype for the Central Florida Expressway Authority and the first AET facility on their system. In addition to architectural, structural, electrical, and mechanical design, Chelsea's team provided visualization of the proposed design to verify it met the stringent Wekiva Parkway Aesthetics Plan. The team efficiently designed this facility to meet an aggressive schedule, which allowed the project to bid with the expressway project that this toll facility is located within. Subsequently, they designed two other AET facilities within the Wekiva Parkway by site adapting these plans. Chelsea was responsible for managing this project, as well as for the design for the new prototype toll equipment structure, which was utilized at CFX toll facilities within the Wekiva Parkway.

NETRMA, Toll 49 (Segment 4), Tyler, TX.

Gantry Structure Engineer of Record. The Segment 4 project connects with Toll 49 Segment 3B, extending Toll 49 by a length of approximately 6.6 miles. The project consists of an interim 2-lane facility and includes the construction of an at-grade intersection at US 69, a diamond interchange including access ramps at FM 16, access ramps south of SH 110, and a 2-level interchange at IH-20. Chelsea was responsible for the design and plans preparation for two span toll gantry structures.

David Ungemah

Strategic Planning and Innovation Task Lead, Express Lane Operations Support



David is an internationally recognized expert with an emphasis in managed lanes policy, planning, and facility development; congestion pricing programs; road usage charging analysis and development; and highway management and operations development. He has guided over 130 congestion pricing and managed lane projects in 22 states, as well as the U.S. Federal Highway Administration, National Cooperative Highway Research Program, and the Ontario Ministry of Transportation. He is a past chairman of the TRB Congestion Pricing Committee. Currently, he serves as HDR's national managed lanes and alternative revenue systems practice leader.

FIRM

HDR

EDUCATION

MP, Urban Planning,
University of Minnesota
BA, Political Science,
University of Colorado

PROFESSIONAL MEMBERSHIPS & ORGANIZATIONS

Association for Commuter
Transportation
TRB: Limited Access
Roadway Operations
Committee, Congestion
Pricing Committee,
Multimodal Pricing
Implementation
Joint Subcommittee,
Transportation Demand
Management Committee

INDUSTRY | FIRM TENURE

31 years | 2 years

RELEVANT PROJECT EXPERIENCE

Riverside County Transportation Commission (RCTC), I-15 Express Lanes Program Management, Riverside, CA.

Task Manager. David served as the task manager for the development of toll systems design, business rules, policies, and systems engineering along the I-15 corridor for RCTC, including facilitation of a multi-agency collaboration towards the development of a consolidated concept of operations, which informed a 2-stage procurement for toll systems and roadway design.

Colorado Department of Transportation, C-470 Tolled Express Lanes Development, Denver, CO.

Task Manager. David served as the task manager for the development and design of tolling, managed lanes, and ITS components along the C-470 corridor in southern Denver. Activities included leading the development of a preliminary (30%) design of toll/managed lanes/ITS components, creation of a concept of operations for the corridor, and procurement assistance and guidance for design-build delivery of the tolled express lanes.

Utah Department of Transportation (UDOT), Big Cottonwood Canyon (BCC) Environmental Assessment, Salt Lake City, UT.

Tolling Systems Manager. David served as the tolling systems manager for the evaluation and recommendation of tolling options in the BCC. This ski resort-oriented corridor is prone to heavy weekend congestion. In order to reduce the demand for passenger vehicle travel and encourage greater mode shift to transit options, the BCC environmental assessment is examining potential congestion relief tolling options for deployment under the Value Pricing Pilot Program.

Colorado Department of Transportation, I-25 North Express Lanes Segment 2, Denver, CO.

Task Manager. David served as the task manager for the development and design of tolling, managed lanes, active traffic management, and ITS components for the I-25 North Express Lanes Segment 2, between US 36 and 120th Avenue in Denver. This facility extended the I-25 Express Lanes reversible section seven miles to the north with concurrent flow managed lanes. Activities included leading the

David Ungemah (Continued)

development of a preliminary (30%) design of toll/managed lanes/ITS components, development and submittal of a final design, creation of a concept of operations for the corridor, and construction oversight for the express lanes.

North Texas Tollway Authority, Reimagine the Dallas North Tollway Major Investment Study, Dallas, TX.

Task Manager. David served as the task manager for the analysis of refined tolling rates and system optimization for the Dallas North Tollway, a radial freeway that extends north from downtown Dallas and constitutes some of the oldest tolling segments in Texas. This study provided an inventory of current toll collection, identified ranges of impacts for drivers, and proposed refinements to the tolling system to enhance performance.

Pennsylvania Department of Transportation, Pennsylvania Pathways Alternative Funding Study, Harrisburg, PA.

Toll Program Policy and Systems Engineering Task Manager/Senior Advisor. David served the senior advisor to the Public-Private Partnership Program Office and the Central Office major project delivery staff. This effort involves a programmatic assessment and development of a statewide alternative funding system for the Pennsylvania Department of Transportation, including an emphasis on Section 129 bridge tolling and a managed lanes statewide plan. Deliverables included a concept of operations, developed in collaboration with the Pennsylvania Department of Transportation and the Pennsylvania Turnpike Commission, public-private partnership program guidance, review and evaluation of a statewide planning and environmental linkage study, program procurement guidance, toll program policies and business rules, and programmatic risk assessment.

Metropolitan Transportation Commission (MTC), Next Generation Freeways Operational Analysis, San Francisco, CA.

Project Manager. David served as the project manager for the development, analysis, evaluation, and recommendation of technological and operational concepts to accompany an all-lanes-tolling solution for the Bay Area freeway network, referred to as the Next Generation Freeways Study. This project involved summarizing the freeway tolling concepts in an operational context, determining operational needs, identifying emerging technologies to meet the operational needs, conducting industry reviews on the technologies, evaluating the technologies for suitability, and recommending a portfolio of concepts for deployment by 2035.

Regina Briseño, PMP

Business Intelligence and Quality Assurance Task Lead, Back-Office and CSC Support



FIRM

HDR

EDUCATION

BFA, Caldwell University

LICENSES & REGISTRATIONS

PMP, No. 1775800

INDUSTRY | FIRM TENURE

29 years | 2 years

Regina has over 29 years of experience in the private sector of the tolling and revenue collection industry working with the public sector in back-office operations. Before joining HDR, she was a global director responsible for contract management including toll system performance, contract management, service delivery, and program transformation. She has extensive experience in developing complex requirement documents for software development and operational execution. Regina was responsible for a global team of approximately 500 professional employees providing analytical, financial, and customer service support to multiple public clients. She utilized Lean Six Sigma principles to implement operational process enhancements to optimize resource utilization to manage expected program needs. Regina prides herself on successfully mentoring cross-functional teams to meet career goals and lower attrition. She has transformed and elevated the end-user experience while providing customer service excellence. Regina has supported several toll agencies nationwide to develop tolling industry processes, contact center operations, inventory management, operational quality program and reporting, key performance indicator monitoring, collaborating with software engineers, and delivering projects and operational transformation. She is directly supporting public toll facility owners and operators to implement and improve their tolling operations using her comprehensive background for operational end-to-end experience in tolling projects.

RELEVANT PROJECT EXPERIENCE

MTA, CBDTP, New York, NY.

Project Manager. Regina was responsible for the draft scope of the implementation of the Central Business District FHV tolling implementation. She partnered with MTA to implement the FHV program outreach program. The scope includes project oversight, project schedule monitoring, customer contact forecasting, training and outbound script material, customer communication creation, technical system development, and client reporting on the project.

Bay Area Toll Authority (BATA), Tolling Operations, San Francisco, CA.

Program Director. Regina was the program director for the toll system back-office provider for BATA. BATA is an authority under MTC that manages the toll revenues from the San Francisco Bay Area's seven state-owned bridges and manages the FasTrak electronic toll payment system. BATA processes over \$1.44B in toll revenue and 180 million transactions per year while managing over 3.9 million customer accounts. Regina excelled in her role overseeing the contact center for the Bay Area FasTrak program, demonstrating exceptional strategic planning skills and utilizing Lean Six Sigma principles and data analytics to enhance the end-user experience. Her leadership

Regina Briseño, PMP (Continued)

was pivotal in swiftly transitioning the BATA Bridges to AET during the challenging circumstances of the COVID-19 pandemic, showcasing her agility and adaptability in a rapidly changing environment. Regina managed a diverse range of teams comprising approximately 500 employees, including call center, chat, email, research, inventory control, distribution, in-person walk-in center, lockbox, and production/processing teams. She created an environment that empowered these individuals to reach their full potential through mentoring and enablement. This approach resulted in a remarkable 45 percent reduction in attrition rates and a marked improvement in program quality. Regina implemented tools to monitor the contract's 51 KPIs daily, leading to increased efficiency and transformation of processes across the board. Her dedication and strategic acumen have been instrumental in driving growth and success within the program.

BATA, CSC Operations Site, San Francisco, CA.

Operations Management. Regina led and managed each facet of the BATA CSC, overseeing a 325-person call center, 30-person production processing team, 30-person specialty/escalation team, 30-person chat and email team, 6-person training team, 12-person operational quality team, 3-person PMO team, and an 8-person inventory control team. She verified that day-to-day operations met contract requirements and milestones, overseeing 51 contract KPIs. She led the team to implement standardized processes to stabilize operations and increase overall program quality. These activities included updating standard operating procedures (SOPs), updating the training program for new hires, and developing refresher training for existing teams. During the pandemic, she moved teams to the 'work from home' business model and transformed the leadership to think differently on how we approach mentoring and monitoring the teams. Regina worked with a data scientist to create enhanced reporting to review the productivity of agents via the BOS statistics, along with combining them with the quality team's scores.

BATA, Process Improvements, San Francisco, CA.

Process Improvements. Regina collaborated with clients, vendors, and consultants to optimize program operations and achieve contractual performance standards. She was able to spearhead self-service projects to enhance the FasTrak customer end-user experience, with a focus on improving the website and phone system IVR. She utilized and analyzed operational statistics and customer survey comments to make informed decisions and identified pain points for the customer to transform processes. In addition to listening to the customers, she focused on the team and pain points to implement process improvements, reducing processing time and enhancing quality.

Andrew Cadmus, PE (MD, VA)

Program Governance and Advisory Task Lead



FIRM

HDR

EDUCATION

MBA, University of Maryland
BCE, Civil Engineering,
University of Delaware

LICENSES & REGISTRATIONS

PE, MD, No. 38279

PE, VA, No. 0402059064

INDUSTRY | FIRM TENURE

21 years | 9 years

Andrew has over 20 years of experience in the public and private sectors of the transit, highway, and tolling industry. Typically consulting as an owner's representative, he specializes in toll roadside and back-office procurements, system monitoring, innovative technology implementation, and system operations and enhancements. Andrew has supported several tolling agencies procure tolling systems, develop and implement new discount and enforcement policies, and recover lost revenue during system monitoring and operations. With this comprehensive, end-to-end experience in tolling projects, Andrew has the end goal in mind, thinking ahead to anticipate challenges and opportunities for the agencies he serves. He is an alumnus of the IBTTA Leadership Academy and presents in and moderates panels as a SME in cost evaluation, BOS, and CSCs.

RELEVANT PROJECT EXPERIENCE

MTA, CBDTP, New York, NY.

Deputy Project Manager/Tolling Advisor. Andrew was the deputy project manager for the New York CBDTP, responsible for coordinating various aspects of the project, including the support of the BOS and toll collection systems, during the concept and procurement phase. Andrew led the development of the program cost estimates for capital and operations. He also led the development of over a dozen policy white papers covering potential discount plans, business rules, tolling schemes, reporting, and Federal Highway Administration (FHWA) coordination. The team produced the procurement documents on an aggressive schedule and supported TBTA in awarding the contract one month early. As the program manager, we oversaw the preliminary design and development of the infrastructure and toll system, as well as the environmental evaluation.

HCRMA, 365 Tollway System Implementation Project, Pharr, TX.

Project Manager/Tolling Lead. Andrew is the project manager for the 365 Tollway System Implementation project. He is leading the delivery of this new tolling system on behalf of HCRMA, which includes each phase from concept development to go-live and operations. Andrew led the development of the preliminary design and procurement documents, including preliminary business rules and system requirements, as well as the procurement process. We oversaw the procurement process including evaluating proposals and supporting the HCRMA Board in selecting a vendor. The procurement resulted in five qualified proposers and a bid within the engineers' estimate. Andrew's team added value by proposing, evaluating, and implementing a single-gantry solution and a volume-based tolling approach, increasing revenue and reducing costs. Andrew also developed and negotiated a regional agreement amongst multiple jurisdictions to create interoperability and reduce shared costs.

Andrew Cadmus, PE (MD, VA) (Continued)

Connecticut DOT (CTDOT), Automated Work Zone Speed Control (AWZSC) Pilot, Hartford, CT.

Technical Lead. Andrew was the technical lead in the design, procurement, implementation, and O&M of the CTDOT AWZSC Pilot. We served as the program administrator, representing CTDOT in the implementation of the pilot and oversight of the vendor deploying and operating the system. We oversaw the procurement and vendor compliance with system requirements, final design, testing, contract compliance, quality control, and performance metrics. The pilot culminated in a final report to the Connecticut Legislature on the efficacy of the program. Due to the success of the program and positive reception from the public, the legislature passed a bill to implement a permanent program.

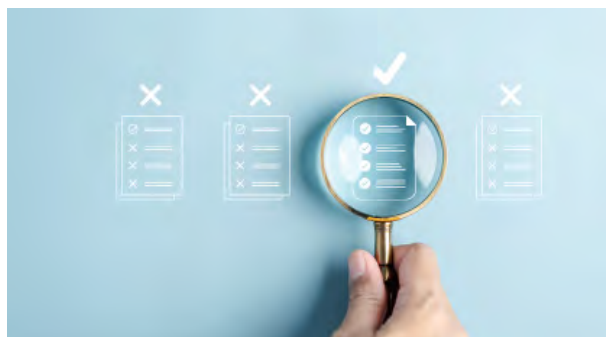
Golden Gate Bridge, Highway, and Transportation District (GGB), Data and Reporting Gap Analysis, San Francisco, CA.

Project Manager. As project manager and technical lead, Andrew has supported the District across five core task areas since 2017. He led a comprehensive Data and Reporting Gap Analysis for the Replacement Toll Collection System, evaluating the existing tolling system to identify transaction and revenue reconciliation issues between the lane, lane host, and CSC. This work included detailed reviews of reports and processes, database schemas and data dictionaries, interface control documents, and transaction and financial data to trace revenue end-to-end through the system. The effort resulted in a comprehensive assessment and a final report with short-, medium-, and long-term recommendations to improve reporting accuracy and system transparency. Building on this foundation, Andrew led the AET Collection Report Revision, developing new and enhanced reports to support revised data mappings, and oversaw reporting, trending, and monitoring efforts by establishing a methodology and defining report requirements for weekly monitoring of the toll reporting database. He also provided ongoing project management and policy support, including ad-hoc queries and reporting to support vendor issue resolution. In addition, Andrew led TSI and gantry design coordination, assessing the design and implementation approach for a new AET gantry through reviews of design and as-built plans and a field visit addressing surrounding infrastructure considerations.

Number of Available Staff by Specialty

Our team is structured to provide consistent availability and responsive support for CTRMA.

SPECIALTY	AVAILABLE STAFF
Project & Task Management	7
Roadside Systems	3
BOS	5
ITS	8
Systems Architecture & Integration	4
System Testing & Validation	4
Business Operations Analysis & Process Improvement	5
Financial & Revenue Analysis	4
Emerging Technology & Innovation	7
Program Governance	3
Communications	3
Change Management	3
Planning & Feasibility Assessment	3
Industry Research & Policy	3
QA/QC	3
CSC Operations	3



Abstract of HDR's Quality Assurance Procedures

We believe that quality products and services result from having sound business practices, retaining talented staff, and being responsive to our client's needs. Our clients respect us for our philosophy of "doing the right things for the right reasons." As a result, quality is integrated into HDR's day-to-day business activities through our Quality Management System (QMS).

The programs, policies, and business processes that comprise the QMS have four key elements:

- Management actively promotes quality in our business activities and defines responsibilities for maintaining a quality focus
- Resources are trained, available, and committed to providing quality services
- Processes and procedures are in place that promote quality in product and service delivery
- Continual improvement is achieved through performance measurement and identification of areas for improvement

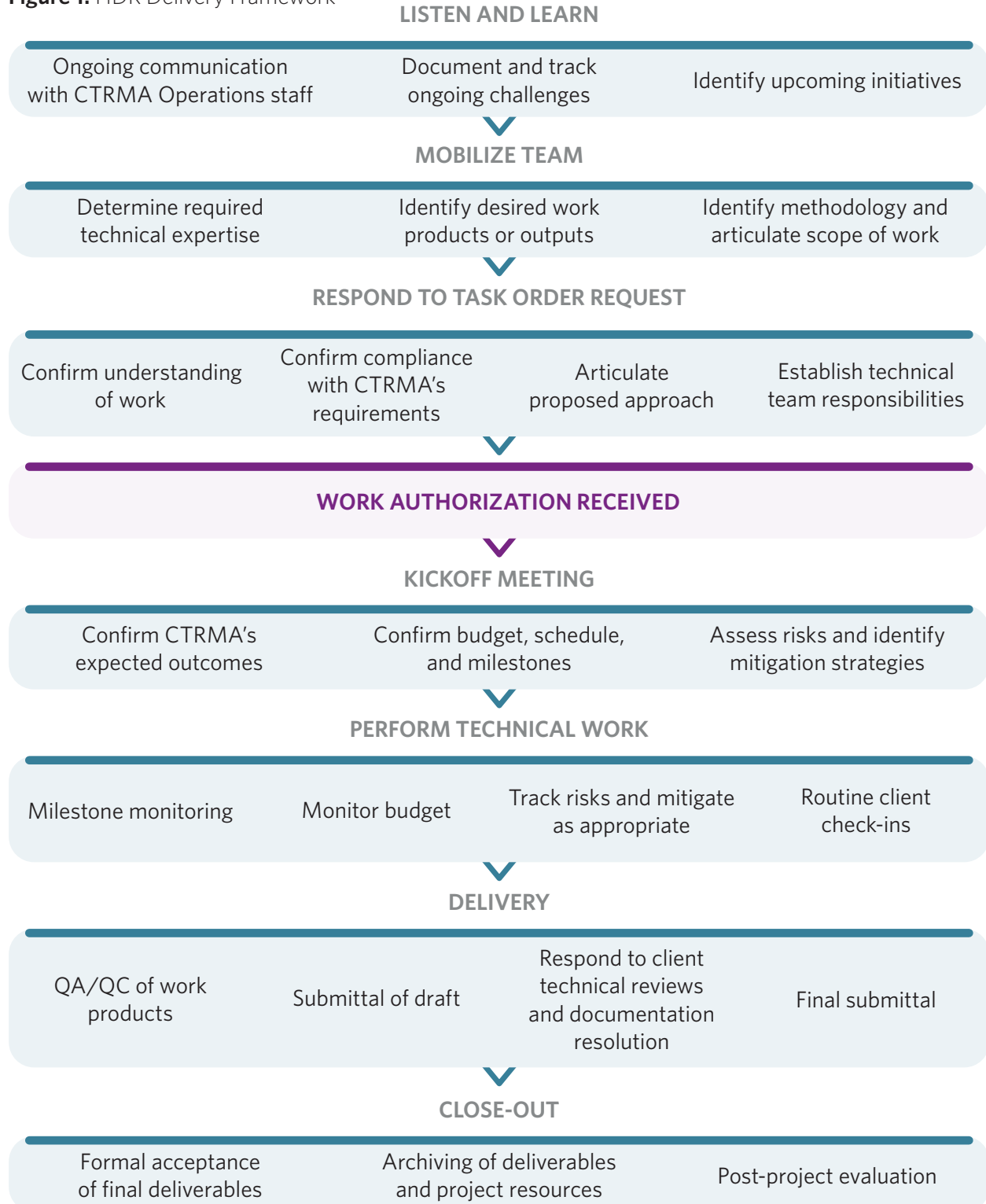
For this contract, **our quality manager, Felipe Tudtud**, will confirm that HDR is continually providing quality, timely, and cost-effective services to meet CTRMA's needs throughout the life of each work authorization and overall contract. We will follow our robust and well-established quality management processes throughout the duration of this contract.

Our senior management demonstrates its commitment to quality by establishing responsibilities at each level of the company – from the company president to members of management to the project team. For example, responsibilities are documented in our QA/QC Program procedures, which define how we deliver products and services to our clients. Our senior management commits the resources needed to promote, maintain, and monitor adherence to the QA/QC Program. Part of our commitment to quality includes reviews at each stage of project delivery. Comprehensive risk registers and workshops reduce issues with deliverables and increase the quality of deliverables overall. During quarterly project reviews, local leadership checks the status of QA/QC, discusses issues, and holds the project manager and team accountable for implementing commitments made to the client.

Outline of Implementation Procedures to Perform Services for CTRMA

The specific technical approach will vary between work authorizations depending on the type of work requested and the desired deliverables. However, we will apply the same general framework when responding to work authorization requests and delivering technical work to CTRMA (see Figure 1).

Figure 1: HDR Delivery Framework



Ongoing Litigation

In today's legal environment, claims and litigation are a reality for large companies in the industry, regardless of performance or merit. When claims do occur, HDR is proactive and cooperative in reaching a resolution that is fair and reasonable to each party. We value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving ongoing projects. If necessary, we are willing to meet in person to discuss the merits or background of past claims. There are no claims or litigation that could impede HDR's ability to perform this project, and HDR has maintained professional liability insurance in force continually since 1958 for the protection of the company and its clients.

If additional details regarding specific litigation, administrative proceedings, or regulatory investigations since January 1, 2024, are required, we are prepared to discuss these matters in a confidential setting.

Summary of Recent Contract Disputes

HDR takes a proactive approach to resolving issues before they become critical, emphasizing open and honest communication with clients and contractors. Due to the number of projects we perform across the U.S. and the current economic climate, there are occurrences when our contract is terminated for convenience of the client due to funding issues.

A project can be discontinued for a variety of reasons, the vast majority of which are unrelated to HDR's performance on the project. The majority of disputes are resolved at the lowest level possible, and if escalation is required, we involve the appropriate project management personnel. We value the confidences of our clients and contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving ongoing or past disputes. If necessary, we are willing to meet in person to discuss the merits or background of past contract disputes resolved through formal administrative or judicial processes since January 1, 2024.

Recent Litigation, Complaints, or Filings

HDR is committed to providing equal employment opportunities to employees and applicants for employment. Employment decisions are determined on the basis of merit, qualifications, and job performance without regard to ancestry, race, color, sex, sexual orientation, genetic information, religion, national origin, age, creed, veteran, citizenship status, marital status, public assistance, disability status, or other basis prohibited by law. HDR has not been convicted of criminal conduct or been found in violation of a federal, state, or local statute, regulation, or court order concerning employment discrimination or prevailing wages within the past 10 years. If additional information regarding litigation, complaints, or filings since January 1, 2024, is required, we are prepared to discuss these matters in a confidential setting.





6.3 Relevant Experience and Expertise

6.3 Relevant Experience and Expertise

Our scope of work on the following projects has been completed within the past three years. We included Figure 2 below to showcase our abilities in your potential project categories identified in the RFQ. We expressly consent to and authorize CTRMA, its representatives, or designees to contact the indicated client contacts for the following projects provided to verify information submitted in this proposal, including but not limited to project details, scope of work, and past performance.

Figure 2: Respondent's Experience Relevant to the Proposed Services in Section 2.2

Potential Project Service Categories	 Primary Project Type  Secondary Project Elements							
	MTA – CBDTP Deployment	HCRMA – 365 Tollway, Toll Integrator Procurement (WA #3)	GGB – Technical Support for Toll Operations On-Call	CTDOT – AWZSC Pilot	Transurban, Virginia Department of Transportation (VDOT) – Express Lanes Vehicle Occupancy Detection	Maryland Transportation Authority (MDTA) – Installment Plan Pilot & Permanent Program	VDOT – I-64 Hampton Roads Express Lane Segment 4A and 4B	UDOT – Little Cottonwood Canyon EIS – Tolling Feasibility Study
Network Communications								
Back-Office Sub-Project Implementation								
Transaction Processing								
Systems Testing								
Toll Operations								
Marketing & Communications (Ops/IT)								
Express Lane Systems								
Connected Vehicle Technology								
Mobility Solutions								
Shared-Use Path								
Intelligent Transportation Systems (ITS)								
Software Development Management								
General Consulting Services								
Business Process Improvement								
Financial Analyses								
Feasibility Studies								
White Paper Development								
Industry/Best Practice Benchmarking								



METROPOLITAN TRANSPORTATION AUTHORITY

POTENTIAL PROJECT CATEGORY

Toll Operations

PROJECT NAME

CBDTP Deployment

PROJECT LOCATION

New York, NY

PROJECT BUDGET

\$42M



VALUE TO CTRMA

We developed procurement documents for one of the most complex, innovative tolling projects in the world, demonstrating a proven ability to rapidly mobilize and lead high-stakes transportation programs. We provide independent, end-to-end technical oversight of multi-vendor ITS, roadside, and BOS integrating strategy, policy, design, procurement, and implementation under intense timelines. This helps CTRMA move forward with confidence during critical implementation phases.

FIRM(S) AND KEY STAFF WHO WORKED ON THE PROJECT

AtkinsRéalis | Provided support for back-office development and integration.

Caitlin Timoney | Deputy program manager and project manager; day-to-day design oversight of toll detection system, toll collection platforms, and CSC; supported NEPA coordination, tolling policy development, post-implementation reporting, and roadside equipment delivery; maintained integrated schedules and tracked \$500M multi-vendor program budget.

Regina Briseño | Senior tolling consultant supporting executive dashboards and performance reporting; developed Power BI dashboards for operational monitoring, trend analysis, and management reviews; analyzed manual image processing data to identify performance and data quality trends.

Navdeep Virk | Senior systems consultant supporting review of vendor design documentation for tolling system implementation; supported tolling software cost management through

process improvement and metrics-based oversight.

Paul Leghart | Senior systems consultant supporting audits of roadside detection points and host systems during trip building; contributed to automated reporting dashboards sourced from vendor databases.

Albert Ng | Systems consultant supporting design review for tolling equipment, host systems, interfaces, communications, testing, and installation; supported back-office and third-party interface reviews and end-to-end testing.

Andrew Cadmus | Deputy project manager during design and procurement; supported coordination of back-office and toll collection systems; led development of capital and operations cost estimates; authored policy white papers addressing tolling business rules, reporting, and FHWA coordination.

Robert Duffey | Tolling SME providing technical and operational advisory support for electronic toll collection and tolling programs.

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

As program manager for deploying the nation's first cordon-based congestion tolling program, we led development of tolling concepts, pricing strategy, conceptual design, and procurement on an accelerated schedule. We oversaw system implementation including system testing, ITS installation, communications networking, and integration with the existing BOS. We ramped up a project team within a week of contract execution and developed procurement documents within three months while executing tasks to develop over a dozen policy white papers, updating budgets on-the-fly, toll forecasting and modeling, presenting to stakeholders, and analyzing legislative impacts. We continue to serve as project manager for operations and provide technical expertise to MTA B&T staff under separate work authorizations.

CLIENT CONTACT

Allison C. de Cerreño
E Allison.Cdecerrero@mtahq.org

T 646.252.7750



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

POTENTIAL PROJECT CATEGORY

General Consulting Services

PROJECT NAME

365 Tollway, Toll Integrator Procurement (WA #3)

PROJECT LOCATION

McAllen, TX

PROJECT BUDGET

\$300K



VALUE TO CTRMA

We align procurement strategy, financial modeling, and system design to advance toll programs built for long-term performance. By evaluating innovative tolling concepts early, we help identify approaches that lower delivery risk, support revenue objectives, and reduce capital and lifecycle costs. We collaborate closely with technical teams, executives, and governing boards to build shared understanding and informed consensus, enabling CTRMA to advance complex tolling initiatives with clarity and stakeholder alignment.

FIRM(S) AND KEY STAFF WHO WORKED ON THE PROJECT

Andrew Cadmus | Project manager; led project execution from concept development through procurement, vendor selection, and notice to proceed. Andrew is also the project manager for the next task currently underway, to oversee final design, testing, implementation, integration with a third-party back-office, and go-live through operations.

Trey Baker | Tolling analyst supporting HCRMA in a research capacity; supported development of veteran's discount program; analyzed HCRMA business rules in comparison to HCTRA business rules to identify updates in support of back-office and CSC transition.

Navdeep Virk | Senior tolling consultant; drafted the RFP and associated Technical Provisions;

evaluated RFP responses and rated proposers; responsible for technical delivery of the project including design documents; provided SME support for system development and Factory Acceptance Testing.

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

The 365 Tollway will be the first toll facility in McAllen, Texas, supporting regional commuter travel and cross-border freight at the third-largest U.S./Mexico freight crossing. We prepared procurement documents for toll collection and enforcement systems including requirements for back-office integration. We developed a comprehensive, tailored financial model with HCRMA detailing net revenue, capital costs, O&M costs, and maintenance costs. We increased future revenue, reduced costs, and improved enforcement by developing a

single-gantry tolling approach as an alternative to the original double-gantry concept to minimize in-pavement equipment while enabling rate setting based on vehicle height and length. Working with the traffic and revenue team, we analyzed alternatives accounting for revenue forecasts, capital and O&M cost impacts, and risk. This was approved by HCRMA and the Board, resulting in multi-million-dollar lifecycle savings and increased project revenue.

CLIENT CONTACT

Pilar Rodriguez

E PRodriguez@hcrma.net

T 956.402.4762,
956.638.6335 (mobile)



GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

POTENTIAL PROJECT CATEGORY

Transaction Processing

PROJECT NAME

Technical Support for Toll Operations On-Call

PROJECT LOCATION

San Francisco, CA

PROJECT BUDGET

\$702K



VALUE TO CTRMA

We bring long-standing expertise supporting complex toll system operations and modernization across roadside, BOS, and data environments. By improving data accuracy, streamlining operational processes, and aligning infrastructure designs with current and emerging technologies, we help agencies improve and future-proof system performance. This approach supports informed executive decision-making, reduces exposure to revenue disruption, and enables CTRMA to transition legacy systems toward future-ready operations with confidence.

FIRM(S) AND KEY STAFF WHO WORKED ON THE PROJECT

Andrew Cadmus | Project manager supporting oversight of technical tasks and issue resolution; developed ad-hoc queries and reports; coordinated with vendors to address issues; provided project management and policy analysis support; led evaluation of existing tolling system to identify unreconciled transactions and revenue between the lane, lane host, and CSC; reviewed reports, processes, databases, ICDs, and transaction and financial data to trace revenue through the system; led development of a trend-monitoring methodology and additional reporting requirements to support ongoing weekly database monitoring.

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

GGB operates the world-famous Golden Gate Bridge, bus transit systems, and ferry system across the San Francisco Bay. We have worked for GGB for decades in various engineering and consulting capacities as part of our on-call contract.

Reporting Gap Analysis. We were tasked with developing a critical Gap Analysis Report to communicate toll system transactions, revenues, and trends to senior management and the GGB Board of Directors. This report informed a new data mapping approach and template separating transactions that were previously reported as leakage to be more accurate and reconcile them with more detailed system reports. Additionally, we supported a review of existing transaction processing, reporting, and reconciliation and provided recommendations on streamlining processes.

Trend Monitoring and Reporting. We developed an innovative methodology to monitor system transaction trends for anomalies, resulting in the early identification of system issues. Trends included transaction types, classifications, rates, and other fundamentals.

Independent Evaluation for ORT Conversion. We assessed an existing plan for converting facilities to ORT operation.

While GGB eliminated manual toll collection over a decade ago, toll booths had remained. After a number of starts and stops, a preliminary gantry design that had been proposed no longer fit the needs of the agency, nor did it confirm to current technology trends. We evaluated the original gantry design and developed a list of recommended modifications to reflect the current state of the practice in ORT and recent technology advancements.

Back-Office Procurement Evaluation. GGB utilized BATA's back-office system for transaction processing and account management. The BATA back-office contract was up for renewal and a new RFP was developed to procure a new vendor. GGB asked HDR to provide an independent evaluation of the back-office system requirements, which was completed and successfully advanced GGB's critical needs.

CLIENT CONTACT

Jennifer Mennucci

E JMennucci@goldengate.org

T 415.923.2289

SEE: ORANGE THINK: SAFETY DO: SLOW DOWN

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POTENTIAL PROJECT CATEGORY

Marketing & Communications (Ops/IT)

PROJECT NAME

AWZSC Pilot

PROJECT LOCATION

Hartford, CT

PROJECT BUDGET

\$1M



VALUE TO CTRMA

We deliver end-to-end program leadership for automated enforcement initiatives – combining procurement support, vendor oversight, quality assurance, and multi-agency coordination. This is enhanced by our approach to effective public outreach that provides transparency and public trust. Our ability to integrate technical implementation with communications and stakeholder engagement helps agencies demonstrate measurable safety outcomes and successfully advance pilots into permanent, legislatively authorized programs.

FIRM(S) AND KEY STAFF WHO WORKED ON THE PROJECT

Robert Colorafi | Project manager; partnered with CTDOT leadership, local enforcement agencies, and technology vendors to implement the system across both roadside and back-office environments; authored two key white papers: one on advancements in infrared camera technology to support vendor selection and another on aligning signage and enforcement practices; led deployment planning, vendor readiness assessment.

Andrew Cadmus | Senior tolling consultant and technical lead in the design, procurement, implementation, and O&M.

Navdeep Virk | Senior tolling consultant initially assisting the CTDOT team with the evaluation of proposals for the pilot project; responsible for the development of the concept of operations, the requirements traceability matrix, and the business rules document; provided oversight to the technical

areas of the project from the system configurations, testing the business rules, process improvements to BI dashboards creation working closely with the system vendor; monitored the project performance during implementation leading up to the final report.

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

CTDOT launched a pilot to test the efficacy of using automated speed enforcement in work zones to improve safety. As the program administrator, we provided comprehensive consulting services to support CTDOT in procuring a roadside and back-office vendor to implement and operate the system. We oversaw the vendor's compliance with requirements, business rules, notice development, schedule, quality, testing, and costs. We coordinated the deployment of equipment at work zones and performed quality control of site setup and data processing. A critical component of this effort was the development of a campaign for CTDOT called

'KNOW THE ZONE,' which included branding, messaging, and talking points to support a website, social media, and other stakeholder engagement. This effort enhanced the effectiveness of the pilot and helped communicate transparency. HDR supported the development of roadway signage, billboards, radio spots, and press releases. The final report demonstrated that the pilot was highly effective at slowing drivers in work zones. HDR coordinated efforts between CTDOT, the Connecticut DMV, Connecticut Department of Emergency Services and Public Protection, Connecticut Judicial Branch, and other third-party entities. The pilot led to legislation authorizing a permanent program, for which HDR is contracted to support.

CLIENT CONTACT

Edwin Rodriguez

E Edwin.F.Rodriguez@ct.gov

T 860.594.3227



TRANSURBAN, VIRGINIA DEPARTMENT OF TRANSPORTATION

POTENTIAL PROJECT CATEGORY

Express Lane Systems

PROJECT NAME

Express Lanes Vehicle Occupancy Detection

PROJECT LOCATION

Alexandria, VA

PROJECT BUDGET

\$655K



VALUE TO CTRMA

We help agencies and operators deploy advanced transportation technologies by bridging roadway engineering, systems integration, and vendor coordination.

Through hands-on technical and operational support, we guide the integration of innovative solutions – such as video-based occupant detection – into existing toll infrastructure. This approach strengthens operational efficiency and enforcement accuracy, supporting reliable system performance and improved program outcomes as CTRMA adopts new technologies.

FIRM(S) AND KEY STAFF WHO WORKED ON THE PROJECT

Transurban | Private-sector developer, concessionaire, and operator of Northern Virginia Express Lanes under a long-term P3 agreement with VDOT. Work on this initiative was performed under contract with Transurban, who provided oversight.

Indra Group | Supplied the automated Vehicle Occupancy Detection (VOD) system using artificial vision and deep-learning technology; coordinated with HDR in the design and deployment of the technologies.

Steve Kimble | Project manager for the VOD system task order under HDR's contract with Transurban; oversaw roadway, systems, and structural design for VOD equipment at six existing toll gantry locations as part of the Fair Travel Program; coordinated requirements and design parameters between Transurban and the VOD vendor, including power, communications, and equipment mounting; supported

field reviews, shop drawing reviews, and development of as-built documentation.

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

The VOD system was installed by Transurban as part of its Transurban's Fair Travel Program, which was created to increase high-occupancy vehicle (HOV) compliance in tolled express lanes using a combination of public outreach, state police enforcement, communications, and technology. VOD technology advancements allow Transurban to use existing toll collection infrastructure and BOS to automate the process of identifying violators, notify them of incorrect usage, and eventually invoice repeat offenders to correct usage of the express lane facility. The VOD solution is based on infrared video analytics developed by Indra Group to determine the number of vehicle occupants for automated toll transaction enforcement. HDR's VOD System Support task order was conducted under the master services program

management contract with Transurban. Deliverables included a design and analysis for the roadway, systems, and structural aspects of VOD equipment installed at six existing Transurban toll gantry locations. We coordinated needs, requirements, and design parameters between Transurban and its VOD solution vendor to deliver the VOD design, which includes power, conduit, communication, poles, and mounting of proposed VOD equipment. HDR's engineering services also included field review of installed equipment, development of as-built drawings, and review of shop drawings.

CLIENT CONTACT

Karl Rohrer

E KRohrer@transurban.com

T 703.404.6313



MARYLAND TRANSPORTATION AUTHORITY

POTENTIAL PROJECT CATEGORY

Marketing & Communications (Ops/IT)

PROJECT NAME

Installment Plan Pilot & Permanent Program

PROJECT LOCATION

Baltimore, MD

PROJECT BUDGET

\$150K



VALUE TO CTRMA

We support agencies in designing and launching customer-focused toll debt relief programs by integrating policy development, data analysis, and operational execution into a unified approach. By aligning program rules with system capabilities and customer behavior insights, we help accelerate implementation and strengthen the customer experience. This approach supports sustainable revenue recovery while giving CTRMA leadership clear visibility into program performance, positioning you for long-term success in revenue recovery and customer relationship management.

FIRM(S) AND KEY STAFF WHO WORKED ON THE PROJECT

Robert Colorafi | Lead project manager; worked with finance, legal, and customer service teams to define eligibility criteria, repayment structures, and system integration needs; led training sessions; developed guides/materials to support internal ownership; supported validation of installment plan administration through existing customer portals and billing systems.

Regina Briseño | Toll operations lead; defined scope, policy, and business rules; conducted operational and system workflow analysis and developed SOPs, training materials, and reporting frameworks; coordinated closely with stakeholders to align activities with an accelerated go-live schedule; supported targeted customer outreach and data-driven policy development.

Navdeep Virk | Senior tolling consultant for enterprise tolling back-office software implementation; supported

back-office functions (e.g., transponder management, transaction posting, violations processing, invoicing, and external system interfaces including DMV and E-ZPass); managed development and testing activities.

Trey Baker | QC reviewer providing quality control review of final SOPs and business rules.

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

MDTA was mandated to establish installment payment plans for customers with outstanding toll debt and engaged HDR to design and implement a comprehensive Installment Plan Program focused on equity, customer experience, and financial relief. We rapidly developed the program framework aligned with MDTA's guiding principles, including revenue recovery, program consistency, customer-oriented design, administrative efficiency, and seamless system integration. We provided strategic, analytical, and operational

support, including evaluation of customer account data to define equitable payment schedules and monthly amounts. We developed end-to-end process designs and workflows, comprehensive SOPs for daily operations, and customer communication templates. We worked closely with MDTA finance, legal, and customer service teams to finalize eligibility criteria, repayment structures, compliance considerations, and system integration requirements. Interactive dashboards were also developed to support leadership insight into program performance and customer engagement. We supported accelerated implementation of a sustainable, customer-centric payment solution.

CLIENT CONTACT

Heather Koeberle
E HKoeberle@mdta.state.md.us

T 410.537.1391,
443.435.4734 (mobile)



POTENTIAL PROJECT CATEGORY

Connected Vehicle Technology

PROJECT NAME

I-64 Hampton Roads Express Lane Segment 4A and 4B

PROJECT LOCATION

Newport News and Hampton, VA

PROJECT BUDGET

\$342K



VALUE TO CTRMA

We bring proven expertise supporting complex express lane programs – from detailed ITS and toll system planning through integration with regional traffic operations. By coordinating multidisciplinary teams and guiding system integration activities, we help translate design intent into fully operational, dynamically tolled facilities. This approach supports improved mobility and travel time reliability while providing CTRMA with a clear, actionable framework to operate and manage express lanes effectively.

FIRM(S) AND KEY STAFF WHO WORKED ON THE PROJECT

Steve Kimble | ITS technical lead and design manager for the traffic and ITS disciplines; Engineer of Record for the ITS design.

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

The I-64 Hampton Roads Express Lanes, located in the cities of Newport News and Hampton, Virginia, extend approximately 13.4 miles from west of the Denbigh Boulevard overpass to the eastern end of the Armistead Avenue bridge. This project converted existing HOV lanes and selected general-purpose lanes into dynamically tolled express lanes. We developed the landside ITS and Electronic Toll Collection System design and specifications for the project, including 10 miles of I-64 landside and bridge roadway adjacent to the Hampton Roads Bridge-Tunnel island tunnel entrances. The ITS and Toll Collection design included field infrastructure, cabinets, central control,

toll gantry, communication, security, and electrical infrastructure related to the operation of approximately 85 existing and 125 permanent ITS Toll Collection and traffic control devices. We performed a survey of existing ITS infrastructure and developed the construction phasing design plans for continuous operation of existing ITS infrastructure during the expected five years of construction. The ITS and toll system design included fully redundant multi-medium communications (e.g., fiber, ethernet, cellular, and wireless), automated over-height vehicle detection and warning systems, road weather information systems, advanced traveler information systems, highway advisory radio beacons, dynamic message signs, traffic monitoring cameras, vehicle detection systems, variable speed limit signs, dangerous cargo switches, lane usage signs, roadway alert beacons, mainline traffic control signals, infrastructure for future Connected Vehicles (CV)/Dedicated Short Range

Communication, and high-occupancy toll lane control gates and message signs. The project's ITS design also included an active traffic management subsystem with infrastructure to deploy automated incident queue detection/warning, congestion monitoring and management, incident management, dynamic lane use control/management, speed/density monitoring, dynamic speed limits with variable speed signs, and hurricane evacuation/lane closure contraflow lane reversal.

CLIENT CONTACT

Christopher Hall
E Christopher.Hall@vdot.virginia.gov
T 757.323.3307



POTENTIAL PROJECT CATEGORY

Feasibility Studies

PROJECT NAME

Little Cottonwood Canyon EIS - Tolling Feasibility Study

PROJECT LOCATION

Salt Lake City, UT

PROJECT BUDGET

\$8.3M



VALUE TO CTRMA

We help agencies address complex congestion challenges by applying innovative, context-sensitive tolling and travel demand strategies grounded in rigorous data analysis and public insight. Our ability to integrate technical modeling, equity considerations, and stakeholder acceptance enables clients to manage peak demand, improve reliability, and advance multimodal solutions – particularly in unique and environmentally sensitive settings.

FIRM(S) AND KEY STAFF WHO WORKED ON THE PROJECT

David Ungemah | Tolling task lead overseeing development and evaluation of tolling concepts; led assessment of tolling feasibility within the project corridor.

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

UDOT's Little Cottonwood Canyon EIS was initiated to address persistent congestion issues along SR-210, which is driven primarily by high seasonal traffic to popular ski resorts. We were commissioned to explore a variety of approaches to enhance safety, mobility, and reliability while mitigating environmental impacts. A central element of this study was the innovative application of tolling to regulate congestion in a recreational context rather than the more familiar urban commute framework. This strategy represents one of the first instances in which tolling has been proposed to specifically address high-value recreational trips, where visitors

typically travel to enjoy leisure activities rather than regular work commutes. By instituting a congestion-related toll on SR-210, the agency aimed to incentivize alternative transit options, reducing personal vehicle reliance by 30 percent during the winter months. This reduction would be targeted for peak-use days, verifying that congestion is minimized when traffic is most intense. We conducted comprehensive data collection and analysis, including average annual daily traffic volumes, peak-period travel patterns, and future traffic forecasts. A mode shift model was developed to understand the effectiveness of proposed travel demand management strategies. Moreover, considerable effort was placed into understanding public willingness to pay for improved travel conditions and the implications of introducing a toll system. Feedback from these studies indicated strong public support for measures to alleviate congestion, provided they were coupled with improved transit services.

Scenarios evaluated within the tolling strategy included a year-round flat fee, a peak-period fee, and variable year-round fees, allowing for adjustments according to time of day and week. Proposed solutions included targeted times for toll collection and strategic placement of toll gantries to mitigate financial impacts on low-income users and continue to facilitate recreational access to non-skiers.

CLIENT CONTACT

Devin Weder

E Dqweder@utah.gov

T 385.228.9377



6.4 Active and Planned Projects

6.4 Active and Planned Projects

Summary of the Respondent's Significant Active Projects (2026-2029)

HDR is a 100% employee-owned, multidisciplinary firm with more than 14,500 professionals globally. Due to the size, diversity, and geographic distribution of our workforce, no single active project or client engagement requires more than 25% of HDR's overall firm resources. As such, we do not have "significant active projects" meeting your RFQ's definition based on total firm-wide staffing utilization. This extensive capacity enables us to conduct numerous projects concurrently without a single project requiring such a large percentage of our total resources.

That said, we fully understand the intent of this request – to assess the Respondent's current workload, key personnel availability, and ability to reliably staff CTRMA's high-priority assignments during calendar years 2026 through 2029.

To address this intent, HDR manages staffing and workload at the business group, regional, and discipline levels, verifying that key personnel proposed for CTRMA assignments are not overcommitted and have sufficient capacity to support your program needs. Our transportation and infrastructure practice maintains a deep bench of qualified professionals in Texas and nationally, allowing us to scale resources efficiently without compromising schedule, quality, or responsiveness.

Key personnel proposed for CTRMA work are supported by dedicated discipline teams and technical SMEs, providing redundancy and resiliency throughout the duration of each assignment. This structure verifies that we can consistently meet CTRMA's staffing requirements regardless of concurrent firm-wide workload.

See Figure 3 below for our proposed key staff availability for this contract.

Figure 3: Proposed Key Staff Availability

PERSON	PROPOSED ROLE	AVAILABILITY %
Caitlin Timoney	Project Manager	50%
Trey Baker	Deputy Project Manager, Program Governance and Advisory Support, Express Lane Operations Support	60%
Robert Duffey	Systems Implementation and Technology Task Lead, Roadside Systems and Equipment Support	60%
Chelsea Mason	Systems Implementation and Technology Support	60%
David Ungemah	Strategic Planning and Innovation Task Lead, Express Lane Operations Support	30%
Regina Briseño	Business Intelligence and Quality Assurance Task Lead, Back-Office and CSC Support	50%
Andrew Cadmus	Program Governance and Advisory Task Lead	30%



6.5

Historically Underutilized Business ("HUB") And Disadvantaged Business Enterprise ("DBE") Participation

6.5 HUB and DBE Participation

Extent to Which DBEs, HUBs, Minorities, and Women Participate in the Ownership, Management, and Professional Work Force of the Firm

HDR is committed to fostering diversity, equity, and inclusion in each aspect of our work, and this commitment closely aligns with CTRMA's mission to deliver transportation solutions that serve the communities of Central Texas. We recognize that meaningful participation by DBEs, HUBs, minorities, and women strengthens project outcomes, supports local economic development, and reflects the diverse population served by CTRMA's transportation program. **In 2008 and 2018, HDR was awarded the Austin Small and Minority Business Resources' Prime Consultant of the Year Award for Diversity in Contracting.**

In support of CTRMA's objectives, we actively encourage and integrate DBE and HUB participation at both the programmatic and task level, focusing on firms located in Central Texas whenever practicable. Our approach goes beyond meeting minimum participation requirements. We maintain a robust National Supplier Diversity and Small Business Program designed to create a level playing field for small-, minority-, veteran-, and women-owned firms and to verify their participation is meaningful, well-scoped, and sustainable over the life of long-term programs such as CTRMA's.

For CTRMA's assignments, HDR will work deliberately to:

- Identify clearly defined, value-added roles for DBE and HUB partners within the anticipated scope of services
- Break work into appropriately sized task packages aligned with the capabilities and growth goals of local and regional firms
- Foster long-term teaming relationships that promote continuity, quality, and knowledge transfer across multiple CTRMA projects
- Provide mentorship, technical support, and integration with HDR's project teams to support partner development and capacity building

Our corporate policy is to afford practicable opportunities for participation by the diverse business community, and this policy is actively implemented on transportation programs throughout Texas. Our experience delivering complex, multi-year infrastructure programs for mobility authorities, toll agencies, and transportation partners has resulted in a strong track record of meeting or exceeding participation goals, while maintaining schedule, budget, and quality expectations. HDR maintains a large, diverse professional workforce, with women and minority professionals represented across technical disciplines and leadership roles. More than 3,000 minority professionals and over 4,200 women contribute their expertise across our organization, including in key technical and leadership positions.

We continually monitor and document participation to verify compliance with established goals and to support transparency and accountability – an approach that aligns with CTRMA's stewardship responsibilities as a public agency. Our project management teams are structured to maintain productive, compliant partnerships and to support your goals for inclusive participation throughout the duration of each work authorization.

Through this approach, we build strong, diverse teams that reflect the communities we serve and contribute to the long-term success of CTRMA's mobility initiatives in Central Texas.



Attachment

B





6.6 | Contract Labor Rates

6.6 Contract Labor Rates

Figure 4: Labor Rates Form

STAFF POSITION/CLASSIFICATION	LOADED HOURLY RATE
Project Manager	\$291.50
Deputy Project Manager	\$276.78
Junior Communications Specialist	\$117.78
Communications Specialist	\$176.67
Senior Communications Specialist	\$250.28
Junior ITS Engineer	\$144.28
ITS Engineer	\$203.17
Senior ITS Engineer	\$353.33
Tolling Analyst	\$144.28
Tolling Consultant	\$250.28
Senior Tolling Consultant	\$338.61
Junior Roadside Engineer	\$144.28
Roadside Engineer	\$265.00
Senior Roadside Engineer	\$412.22
Roadside Systems Consultant	\$294.44
Systems Consultant	\$309.17
Senior Systems Consultant	\$456.39
Senior Technology Consultant	\$485.83
Junior Transportation Planner	\$135.00
Transportation Planner	\$294.44
Senior Transportation Planner	\$425.00

Attachment

C





6.7 Form of Contract Exceptions

6.7 Form of Contract Exceptions

HDR is pleased to express our interest in providing services for CTRMA. Our legal department has reviewed and provided comments on the sample terms and conditions provided and has some suggested comments/change requests listed below. Revisions are shown with a **strikethrough**. Additions are shown in **blue**.

LOCATION	EXCEPTION
Article 2: Compensation C. Compensation	With the prior written consent of the Mobility Authority, each hourly billing rate established above may be revised on January 1, 2027, and on January 1 of each year thereafter by multiplying the then-current hourly billing rate by the Hourly Rate Percentage Adjustment of X.X% described below and applying the adjusted hourly rate to time billed on and after the January 1 annual revision date. The Hourly Rate Percentage Adjustment shall not result in rates increasing by more than 5% from the prior year's adjustment. The "Hourly Rate Percentage Adjustment" shall mean a positive or negative percentage amount calculated by the following formula: $(CPI_t - CPI_{t-12}) / CPI_{t-12}$ In this formula, "CPI" means the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment (the "CPI"), as published by the Bureau of Labor Statistics of the U.S. Department of Labor ("BLS") prior to the January 1 date for which a calculation is being made. The CPI is published monthly and the CPI for a particular month is generally released and published during the following month. The CPI is a measure of the average change in consumer prices over time for a fixed market basket of goods and services, including food, clothing, shelter, fuels, transportation, charges for doctors' and dentists' services, and drugs. In calculating the index, price changes for the various items are averaged together with weights that represent their importance in the spending of urban households in the United States. The contents of the market basket of goods and services and the weights assigned to the various items are updated periodically by the BLS to take into account changes in consumer expenditure patterns. The CPI is expressed in relative terms in relation to a time base reference period for which the level is set at 100.0. The base reference period for the CPI is the 1982-1984 average. "CPI_{t-12}" means the CPI published by the BLS 12 months prior to the CPI used to determine CPI_t, or on the date closest to 12 months prior to the CPI used to determine CPI_t. If the CPI is discontinued or substantially altered, as determined in the sole discretion of the Mobility Authority, the Mobility Authority will determine an appropriate substitute index or, if no such substitute index is able to be determined, the parties may agree to an alternative method of adjusting hourly billing rates by a written amendment to this subsection signed by both parties.

LOCATION	EXCEPTION
Article 2: Compensation D. Reimbursable Expenses	To be reimbursable, all such expenses must be approved in advance and in writing by the Director or Assistant Director of the Mobility Authority's IT Department or Operations Department, as applicable, and the Consultant shall be reimbursed for reasonable and ordinary expenses use the United States General Services Administration (GSA) per diem rates for lodging and meal reimbursements where such expenses are incurred.
Article 2: Compensation F. Invoices and Records	Unless waived in writing by the Executive Director, no invoice may contain, and the Mobility Authority will not be required to pay, any charge which is more than three months 120 days old at the time of invoicing unless the delay in invoicing is due to circumstances outside of the control of the Consultant. All books and records relating to the Consultant's or subconsultants' time, authorized reimbursable out-of-pocket expenses, materials, or other services or deliverables invoiced to the Mobility Authority under this Agreement shall be made available during the Consultant's normal business hours to the Mobility Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for four (4) years, or such period as is required by Texas law, whichever is longer.
Article 2: Compensation J. Most Favored Customer	The Consultant shall voluntarily and promptly disclose to the Mobility Authority, and immediately provide the Mobility Authority with, the benefits of any discounted hourly fees and rates offered by the Consultant to any governmental or public entity customer in the State of Texas for comparable services. The Consultant hereby represents to the Mobility Authority, as of the Effective Date of this Agreement and throughout the term thereof, that except as previously disclosed in writing it has and will have no contract or arrangement with any public entity customer in the State of Texas for comparable services that provides such customer with fees, or rates that are more favorable than those afforded the Mobility Authority under this Agreement. The Consultant shall make available to the Mobility Authority for review, copying, and auditing throughout the term of this Agreement and for four (4) years after the expiration thereof, or such period as is required by Texas law, whichever is longer, all such books and records as shall be necessary for the Mobility Authority or its representatives to determine compliance with this provision.

LOCATION	EXCEPTION
Article 11: Ownership of Reports A. Generally	Upon full and final payment to Consultant of all amounts rightfully owed to Consultant under this Agreement, a All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Consultant solely under this Agreement (“work product”), including all information prepared for or posted on the Mobility Authority’s website and together with all materials and data furnished to it by the Mobility Authority, shall at all times be and remain the property of the Mobility Authority and, for a period of four (4) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Mobility Authority without delay.
Article 11: Ownership of Reports C. Development of Consultant Work Product	The Consultant will prepare work product using practices that are standard procedures in the industry and in accordance with the ordinary degree of care and skill utilized by other engineering firms performing similar services at the same time and locale as the services contemplated herein.

LOCATION	EXCEPTION
Article 15: Mobility Authority Indemnified	THE CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE CONSULTANT'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONSULTANT'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONSULTANT SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND CONTRACTORS OR TO THEIR CONDUCT.
Article 18: Insurance F. Excess Umbrella Liability	Excess Umbrella Liability, with minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required by subsections A through CD. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.
Article 22: Reports of Accidents, Etc.	The Consultant also shall immediately as soon as commercially reasonable send the Mobility Authority a copy of any summons, subpoena, notice, or other documents served upon the Consultant, its agents, employees, subconsultants, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Consultant's performance of the Services under this Agreement.

LOCATION	EXCEPTION
Article 35: Mutual Waiver of Consequential Damages	Neither party to this Agreement shall be liable to the other party or any entity claiming by or through the other party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the services contemplated herein or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or warranty – express or implied.
Article 36: Allocation of Risk	Allocation of risks and limitations of remedies under this Agreement are business understandings between the parties and shall apply to all theories of recovery, including but not limited to breach of contract or warranty (express or implied), tort (including but not limited to negligence), strict or statutory liability, or any other cause of action. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and subconsultants to the Mobility Authority and anyone claiming by, through, or under the Mobility Authority for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the services contemplated herein or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants (hereafter "Claims"), shall not exceed the lesser of Consultant's fee under this Agreement or \$1,000,000.



710 Hesters Crossing, Suite 150
Round Rock, TX 78681
512.685.2900

hdrinc.com

We practice increased use of sustainable materials
and reduction of material use.

© 2026 HDR, Inc., all rights reserved.

EXHIBIT “E”

CONSULTANT RATE SCHEDULE

Key Personnel	Hourly Billing Rate
Program Manager	\$291.50
Deputy Program Manager	\$276.78
Junior Communications Specialist	\$117.78
Communications Specialist	\$176.67
Senior Communications Specialist	\$250.28
Junior ITS Consultant	\$144.28
ITS Consultant	\$203.17
Senior ITS Consultant	\$353.33
Tolling Analyst	\$144.28
Tolling Consultant	\$250.28
Senior Tolling Consultant	\$338.61
Junior Roadside Consultant	\$144.28
Roadside Consultant	\$265.00
Senior Roadside Consultant	\$412.22
Roadside Systems Consultant	\$294.44
Systems Consultant	\$309.17
Senior Systems Consultant	\$456.39
Senior Technology Consultant	\$485.83
Junior Transportation Planner	\$103.06
Transportation Planner	\$294.44
Senior Transportation Advisor	\$441.67