



August 26, 2026 AGENDA ITEM #11

Discuss and consider approval of an agreement with HNTB Corporation for general systems consulting 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.

The general systems consulting services to be provided by HNTB Corporation may

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

RESOLUTION NO. 26-0XX

**APPROVING A CONTRACT WITH HNTB CORPORATION 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 HNTB Corporation 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 HNTB Corporation 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 HNTB Corporation for general systems consultant services; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute the contract with HNTB Corporation 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 HNTB Corporation, a Delaware 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**:*

HNTB Corporation
Attn: Summer B. Lawton, PLA
200 W 6th Street, Suite 2400
Austin, TX 78701
Phone: (512)-447-5590
Email: slawton@hntb.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**

By: _____
James M. Bass, Executive Director

HNTB CORPORATION

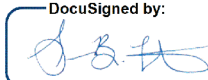
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By: _____
Summer B Lawton, PLA, Senior Vice President

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**

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the “NDA”) 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 HNTB Corporation, a Delaware 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 NDA as the “Parties,” and individually as a “Party.”

WHEREAS, the Consultant has entered into an agreement entitled “Agreement For General Systems Consultant Services” (the “Agreement”) with the Mobility Authority dated as of August 1, 2026, to provide general systems consultant services to the Mobility Authority; and

WHEREAS, the nature of the work to be performed by the Consultant as defined in the Agreement (the “Services”) may require the Consultant to obtain information directly from Mobility Authority, and Article 11 of the Agreement establishes that ownership of all the “work product,” as defined in that Article 11, created, compiled or to be compiled by or on behalf of the Consultant, together with all materials and data furnished to it by Mobility Authority, shall at all times be and remain the property of Mobility Authority; and

WHEREAS, the various materials and data furnished to the Consultant by Mobility Authority for the purposes of providing the Services may include materials, data and information furnished by Mobility Authority itself, as well as materials and data created or furnished to Mobility Authority by other Mobility Authority consultants (“Mobility Authority Consultants”); and

WHEREAS, pursuant to the provisions of the Agreement Mobility Authority has requested that the Consultant enter into this NDA with Mobility Authority regarding materials, data and information furnished to the Consultant by Mobility Authority or by Mobility Authority Consultants in order for the Consultant to provide the Services (“Mobility Authority Information”);

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. Scope. This NDA applies to any Confidential Information (as defined below) that has been or will be received by the Consultant in conjunction with the Request for Qualifications for General Systems Consultant, negotiation and drafting of the Agreement, and the provision of Services by the Consultant.
2. Term. This NDA shall continue in full force and effect during the term of the Agreement and for a period of three (3) years from the termination or expiration of the Agreement.
3. Confidential Information.
 - (a) **“Confidential Information”** includes any and all Mobility Authority information provided to the Consultant, including but not limited to documents, reports, plans, software, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses, cost and pricing data, business operations, financial information and statements, toll user information, supplier information, products, services, marketing and sales plan techniques, specific or general work plans, any conceptual approach, technical approach, future business plans or opportunities, existing or potential business relationships, legal information, internal policies and procedures, and

other data and materials, and any part thereof, to which Mobility Authority has a business and proprietary ownership right, as well as any and all similar information of Mobility Authority Consultants, provided to the Consultant, whether or not owned by Mobility Authority.

- (b) The obligations set forth in this NDA shall not, however, apply to information that:
 - (i) is generally known and available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the Consultant;
 - (ii) is already in the Consultant's possession without an obligation of confidentiality prior to disclosure in connection with this NDA;
 - (iii) is, or subsequently becomes, rightfully and without breach of this NDA, in the Consultant's possession without any other obligation restricting disclosure;
 - (iv) is independently developed by the Consultant and not derived from the Confidential Information; or
 - (v) is required to be disclosed by the Consultant by law, regulation, court order or other legal process, subject however, to the obligations set forth in Paragraph 4(a).
- (c) The Consultant agrees to keep confidential all such Confidential Information and to take all commercially reasonable precautions to prevent the unauthorized disclosure of any part of the Confidential Information to any other person, including without limitation taking all those precautions that it uses to safeguard its own Confidential Information.
- (d) The Consultant shall not copy or use Confidential Information, in whole or in part, except as required to provide the Services under the Agreement, and as otherwise provided in Article 11 of the Agreement.

4. Permitted Disclosures.

- (a) The Consultant may, without breach of this NDA, disclose Confidential Information to the government as a result of an order entered by a court of competent jurisdiction or in response to a lawful subpoena or request for information from a party to litigation or by an agency of the United States or any U.S. state government. In addition, the Consultant expressly acknowledges that Mobility Authority, as a public entity, may be asked or required to release a portion of the Consultant's Confidential Information in accordance with the requirements of the Texas Public Information Act. However, the Consultant shall make no disclosure pursuant to this provision without giving prior written notice to Mobility Authority and Mobility Authority Consultants of the governmental requirement or court order so that Mobility Authority and/or the Mobility Authority Consultants, or either of them, has the opportunity to obtain a protective order from a court of law, or to otherwise challenge any legal disclosure requirement.
- (b) The Consultant shall limit the use and circulation of Confidential Information within its organization and to its affiliates, and shall disclose such Confidential Information only to its own, or its affiliate's own, directors, officers, or employees that "need to know" such information to effectively perform the Services. In addition, the Consultant may disclose such Confidential Information to independent contractors or sub-consultants with whom the Consultant has a written agreement in effect that calls for the protection of the Confidential Information in a manner consistent with the requirements of this NDA, and only to the extent necessary to perform the

Services covered by this NDA; provided that no less than five (5) business days prior to such disclosures, the Consultant provides to Mobility Authority the names and addresses of all such independent contractors and sub-consultants and a certification signed by a senior executive of the Consultant affirming that such independent contractor or sub-consultant has agreed in writing to keep such information confidential to the same extent as required of the Consultant herein.

5. Ownership of Confidential Information. All Confidential Information disclosed by the Mobility Authority pursuant to this NDA shall remain the sole property of the Mobility Authority, and all Confidential Information disclosed by any Mobility Authority Consultant shall remain the sole property of such Mobility Authority Consultant. No license or other ownership or use rights to any Confidential Information, other than those expressly granted in the Agreement, are granted or implied under this NDA.

6. Destruction or Return of Confidential Information. Within fifteen (15) business days of either a written request of Mobility Authority or termination or expiration of this NDA, the Consultant shall either destroy or return, at the sole discretion of Mobility Authority, any and all Confidential Information expressed in tangible form, including but not limited to documents, computer files or other tangible materials. If the Consultant has the option, and chooses to, destroy the Confidential Information, it shall provide written certification to Mobility Authority of such destruction within said fifteen (15) business days. The Consultant shall continue to be bound by this NDA notwithstanding the return or destruction of Confidential Information prior to the expiration or termination of this NDA.

7. Remedies. Both Parties acknowledge that any violation of this NDA resulting in unauthorized disclosure of Confidential Information will cause irreparable harm to the party whose Confidential Information is disclosed, and that money damages would not be a sufficient remedy for any breach of this NDA. Therefore, to the extent allowed by law, if the Consultant fails to abide by this NDA, the Mobility Authority and/or the Mobility Authority Consultants, or either of them, shall be entitled to seek injunctive or other equitable relief to remedy any such breach or threatened breach, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this NDA, and to judgment for damages caused by such violation, and to any other remedies provided by applicable law.

8. Delivery of Notices, etc. 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:

HNTB Corporation
Attn: Summer B. Lawton, PLA
200 W 6th Street, Suite 2400
Austin, TX 78701
Phone: (512)-447-5590
Email: slawton@hntb.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

Either Party hereto may from time to time change its address for notification purposes by giving the other Party prior written notice of the new address and the date upon which it will become effective.

9. Controlling Law; Venue. This NDA shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. The Parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

10. The Consultant hereby expressly agrees and acknowledges that Mobility Authority Consultants are Third-Party Beneficiaries of this NDA and may exercise the rights of Mobility Authority, either jointly or severally, to enforce the restrictive covenants and any other rights contained herein and shall be entitled to the same protection and other relief contained herein as those provided for Mobility Authority. In addition, and notwithstanding Mobility Authority Consultants status as Third-Party Beneficiaries, Mobility Authority may take all reasonable steps necessary to enforce the restrictive covenants contained herein. Mobility Authority shall not amend this NDA or waive any of the rights contained herein, without the prior written consent of the Mobility Authority Consultants. [Any amendment that restricts the consultants rights]

11. Complete Agreement - Amendment. This NDA sets forth the complete agreement between the Parties, and expressly supersedes all other agreements (oral or written) with respect thereto. Any changes in the character, agreement, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment. No amendment to this NDA shall be of any effect unless in writing and executed by the Mobility Authority and the Consultant. This NDA may not be orally cancelled, 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 NDA. This provision cannot be waived orally by either Party.

12. Severability. If any provision of this NDA, 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 NDA and the application of such provision to the other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

13. Waiver. The forbearance or failure of one of the Parties hereto, or by the Mobility Authority Consultants, or any of them, to insist upon strict compliance by the other with any provisions of this NDA, whether continuing or not, shall not be construed as a waiver of any rights, remedies or privileges hereunder.

No waiver of any right, remedy or privilege of a Party arising from any default or failure hereunder shall affect such Party's rights, remedies or privileges in the event of a further default or failure of performance. Both Parties will provide assistance and execute and deliver such documents, as reasonably requested by the other Party and at the requesting Party's expense, to record, perfect, and otherwise protect the requesting Party's rights under this NDA.

14. Interpretation. No provision of this NDA 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.

15. Counterparts. This NDA may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties.

16. Headings. The section headings are for reference and convenience only and shall not be considered in the interpretation of this NDA.

IN WITNESS WHEREOF, the Parties have executed this NDA effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
James M. Bass, Executive Director

HNTB CORPORATION

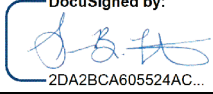
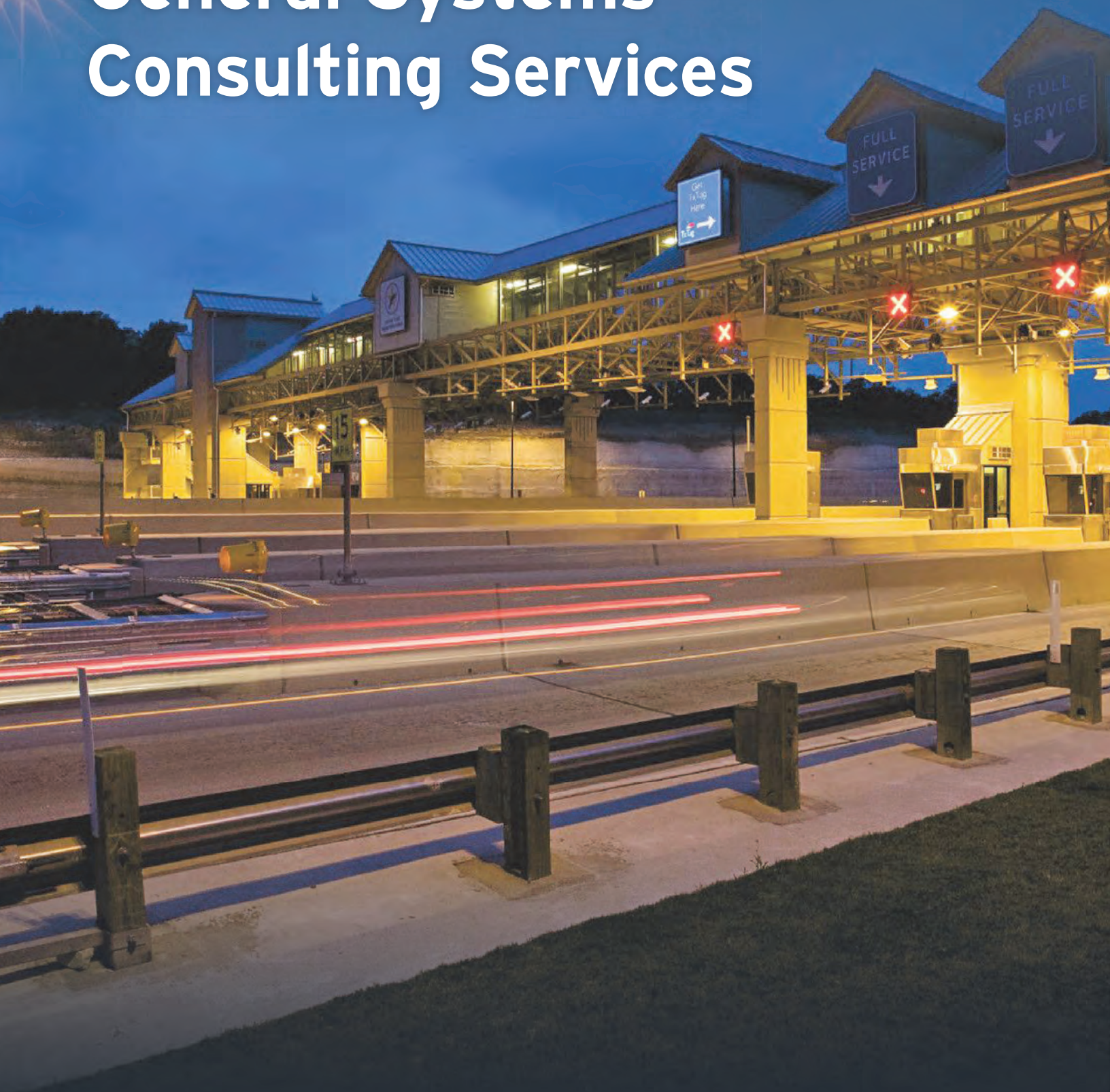
By:  7/10/2026
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Summer B Lawton, PLA, Senior Vice President

EXHIBIT “D”
CONSULTANT’S PROPOSAL

STATEMENT OF QUALIFICATIONS

General Systems Consulting Services



SUBMITTED TO:
Central Texas Regional
Mobility Authority

SUBMITTED BY:
HNTB Corporation

DATE:
May 11, 2026

HNTB

HNTB Corporation
The HNTB Companies
Infrastructure Solutions

200 W 6th Street Ste. 2400
Austin, TX 78701

Telephone (512) 447-5590
www.hntb.com

May 11, 2026
Central Texas Regional Mobility Authority
Attn: Tracie Brown, Director of Operations
3300 N. IH 35, Suite 300
Austin, Texas 78705



Re: Statement of Qualifications - General Systems Consulting (GSC) Services

Dear Ms. Brown and Members of the Selection Committee:

Over the last two decades, the Central Texas Regional Mobility Authority (CTRMA) has been responsible for some of the region's most complex and impactful transportation investments while maintaining a strong commitment to collaboration, innovation, service, safety, and stewardship. Guided by these shared values, HNTB Corporation (HNTB) supported CTRMA in developing the foundation of its tolling policy. In addition to our understanding of this solicitation's requirements and acceptance of its terms, this submittal reflects our deep familiarity with CTRMA's tolling environment, our extensive experience providing independent systems and technology advisory services to toll agencies nationwide, and our long-standing commitment to advancing **safe, reliable, and customer-focused mobility solutions** across Central Texas.

Since its creation in 2002, CTRMA has grown from a small, entrepreneurial team charged with developing, delivering, operating, and maintaining high-quality roadways into a mature, trusted, and effective mobility-shaping agency delivering a steady progression of transformative transportation solutions that have enhanced quality of life in Central Texas.

HNTB understands **CTRMA is about more than just toll roads**. For CTRMA to continue to build its transportation footprint and increase mobility in the region, the Authority will need innovative, experienced, and committed partners to support CTRMA's vision, mission, and goals, including efforts such as transitioning existing toll systems on current tollways, procuring new toll system integrators, implementing shared-use path improvements, enhancing the data platform system, replacing CCTV cameras on facilities, and implementing CTRMA's new Pay By Mail program. Our team of experienced professionals is excited about and committed to helping deliver the numerous projects identified by CTRMA, including those in the 2026 Capital Plan. If selected, **HNTB is ready** to help plan and implement both short- and long-term solutions essential to maintaining the high level of service expected by CTRMA's customers and travelers within Central Texas.



HNTB fully supports CTRMA's strategic GSC pool concept. We will provide CTRMA with access to specialized subject matter experts (SMEs), maintain operational agility, and foster collaboration with your staff, contractors, General Engineering Consultant (GEC), and GSC pool.



Experienced Management Team

The GSC role requires objective, vendor-independent expertise across toll collection systems, interoperability, Pay By Mail programs, transit and intelligent transportation systems (ITS). HNTB's toll and systems practice is built around this model, demonstrated throughout this submittal.



Responsive and Flexible Service

We routinely serve as an extension of agency staff, providing long- and short-term transportation project planning, system procurement support, implementation and maintenance oversight, technical concept and design review, feasibility studies, testing support, technology integration for non-motorized infrastructure, and performance monitoring that protect agency interests and supports informed decision-making throughout the system and project lifecycle. Our team is experienced in operating under an on-call contract and will **make you and your projects a priority** while also committing to working independently to drive projects to completion **without extensive oversight from CTRMA's staff or GEC.**



Local Experts with Firmwide Support

HNTB offers comprehensive tolling, ITS, and mobility systems capabilities spanning planning, procurement, implementation, operations, and optimization. Our services include electronic toll collection system oversight, back office and roadside system integration support, interoperability coordination, system testing and audits, ITS design and operational support, assistance with solicitations, and emerging mobility technology evaluations. We understand how toll systems, traffic systems, and operational policies function together in a live operating environment.

Equally important, HNTB brings demonstrated familiarity with CTRMA's corridors, operating framework, vision, mission and values. Through our long-standing role in the Central Texas tolling landscape, we understand CTRMA's existing toll system architecture and coordination needs with TxDOT, CAMPO, HCTRA, CapMetro, and peer toll agencies, as well as numerous government entities. This familiarity allows our team to provide **immediate value**, minimize onboarding time, and deliver recommendations that are both practical and implementable.

We are committed to supporting CTRMA with scalable resources, timely support, and forward-looking guidance as tolling technologies and customer expectations continue to evolve.

Program Manager **Mark Hicks** will serve as the point of contact for this contract, and **Summer Lawton** will be the principal officer responsible for HNTB's service contracts.

We appreciate the opportunity to submit our qualifications on behalf of HNTB. Should you have any questions regarding our submittal, please do not hesitate to contact us.

Sincerely,

Mark Hicks
Program Manager
(512) 745-9601 | mehicks@hntb.com

Summer Lawton, PLA
Principal Officer, Authorized Signatory
(512) 691-2215 | slawton@hntb.com

Attachment A

Responses to Section 6

6.1

Respondent

6.1 Respondent

6.1.A Firm Overview

HNTB Corporation is a leading, employee-owned infrastructure solutions firm, founded in 1914 and incorporated as a privately held corporation. HNTB is recognized as one of the nation's largest and most experienced transportation and tolling consultants, with over 7,000 professionals in 80+ offices nationwide, including a major presence in Texas.

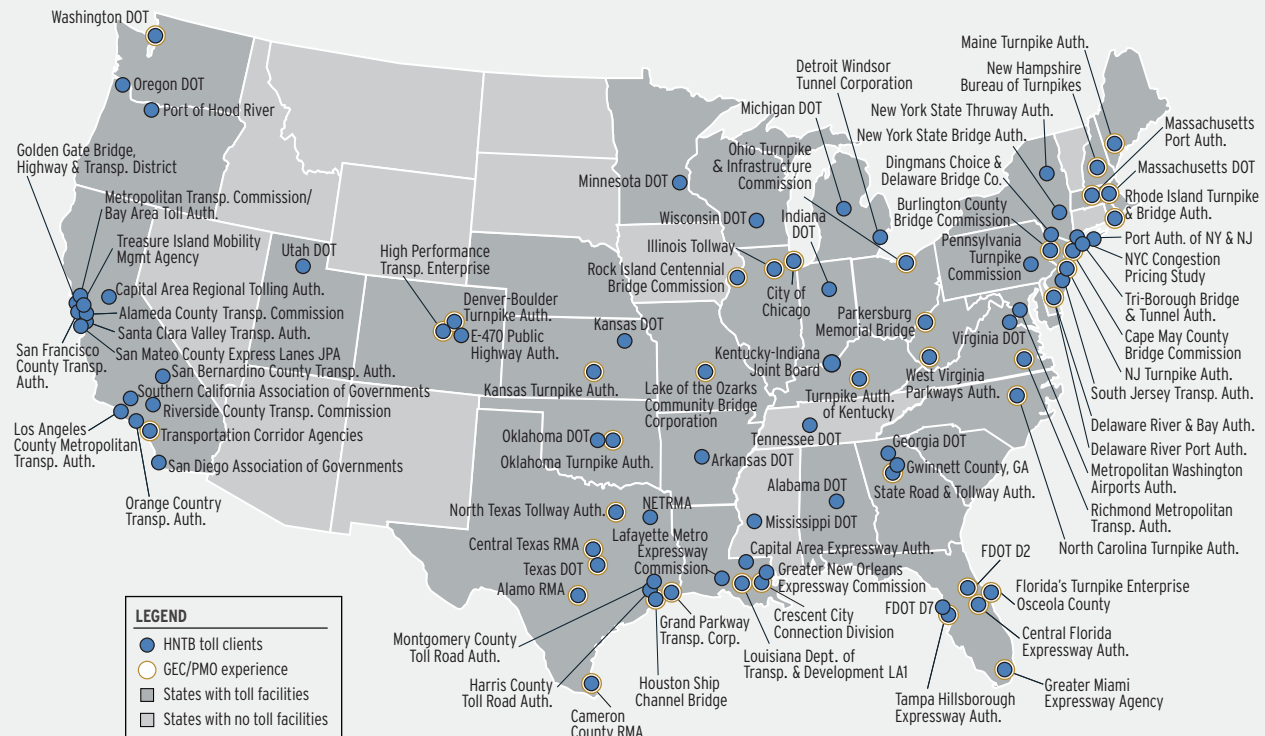
Employee Ownership

HNTB is a privately held, employee-owned corporation, registered and in good standing in all states where it operates, including Texas. The firm's Board of Directors and executive leadership are available at hntb.com.

HNTB is 100% employee-owned through an Employee Stock Ownership Plan (ESOP). This model fosters a culture of accountability, innovation and long-term partnership with clients, ensuring every project benefits from staff's direct investment and commitment.

National Experience

HNTB has the most toll system consultant experience in the country. The map below shows the diverse clients and regions we have served.



Point of Contact

Mark Hicks

Program Manager

(512) 745-9601 | mehicks@hntb.com

Sub-Consultants

After reviewing CTRMA's scope of services, our team does not anticipate a need for sub-consultant services. HNTB will provide 100% of the services. If sub-consultants are needed, HNTB will obtain CTRMA's approval.

Local Experience

HNTB's relevant Texas portfolio is among the most extensive in the industry, including:



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Central Texas Regional Mobility Authority:

- » HNTB served as GEC and co-GEC (2003-2017) to CTRMA, supporting the \$3.5 billion program including 183A, US 183 North, MoPac North and South, SH 45 SW, and US 290E.
- » HNTB's role included program management, system procurement, design oversight, construction management, trust indenture services, and innovative financing support.
- » Our team oversaw the installation, testing, and implementation of toll systems for US 183A and MoPac.



Texas Department of Transportation

TxDOT Statewide Tolling and Managed Lanes:

HNTB has served as GEC and program manager for TxDOT, supporting procurement, design, and oversight of major toll corridors.

To support TxDOT's pre-tolling commencement responsibilities, HNTB provides a broad range of professional engineering and project management services, including:

- » Support for toll planning, engineering and design, and implementation oversight

including management and oversight of TxDOT's Toll Systems Integrator, verification of contract and requirements compliance, witnessing of system testing, verification of test results, and providing acceptance recommendations.

- » Toll project development support, including planning, development of toll collection strategies, design, and construction oversight and inspection.
- » Support for management and oversight of toll systems, including a broad range of general program and project administration, coordination, scheduling, and tracking functions and oversight of various support contracts.

KEY CAPABILITIES DEMONSTRATED

- » Toll system technology planning, procurement support, and testing/implementation oversight, including roadside systems and back-office platforms
- » Express lane and dynamic pricing systems support
- » Transaction processing, revenue assurance, and financial compliance services
- » Network communications and ITS architecture
- » Toll operations support and maintenance oversight, including roadside maintenance coordination
- » Systems testing, quality assurance, and business process improvement
- » Program governance, advisory services, and stakeholder coordination, including procurement development
- » Technical white paper authorship, industry benchmarking, agency coordination, and consensus-building



North Texas Tollway Authority (NTTA):

- » HNTB has served as NTTA's GEC and Program Management Consultant (PMC) since inception, supporting the development, financing, design, and construction of the Dallas North Tollway, President George Bush Turnpike, Lewisville Lake Toll Bridge, and Sam Rayburn Tollway.
- » HNTB led the conversion of NTTA's system to all-electronic tolling (AET) including system integration, customer service center upgrades, and interoperability initiatives.



Dallas Area Rapid Transit (DART):

- » HNTB has supported numerous DART projects, including the introduction of its System Modernization Program. Our public engagement team collaborated with multiple departments across the agency to develop communications materials, videos and graphics that visually communicate the program, facilitate internal road shows and identify speaking opportunities, and craft support materials (example graphic below).



Harris County Toll Road Authority (HCTRA):

- » HNTB currently serves as HCTRA's PMC, providing oversight on several toll-related projects under the agency's leadership.
- » HNTB's role includes program management, project management, toll system procurement planning and management, toll system implementation oversight, toll system maintenance and operations management, customer service center and operations support, management of engineering teams, oversight of technology upgrades, construction management oversight, right-of-way acquisition, utility relocation, feasibility studies as well as financial, environmental, engineering, toll systems, architectural and urban planning.

HNTB is founded on 4for4 delivery: quality work, on-time, on-budget, and to our client's satisfaction. Our approach to 4for4 includes:

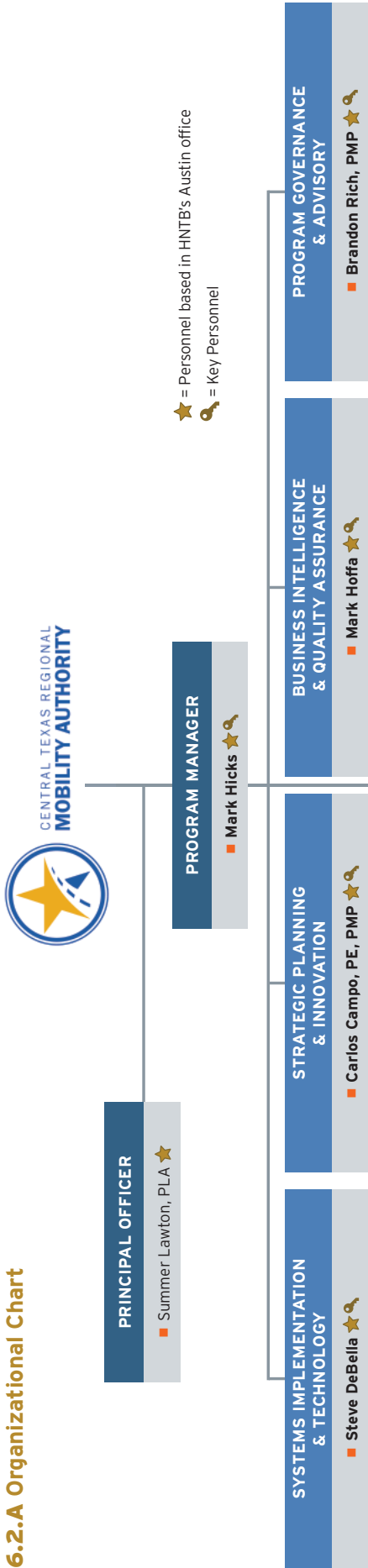


- » **Monthly project reviews** where project progress, scope, and schedules are reviewed, as well as client satisfaction.
- » **Leveraging multiple technology platforms** including Microsoft Teams for collaboration, Microsoft Project for workplan review, SharePoint and other custom HNTB dashboards and software.
- » **Regular project team check-ins** ensure collaboration across various technical experts and the project delivery team. HNTB's Quality Management System outlines which quality reviews are required and ensures that qualified people are performing those reviews ahead of the submittal date.

6.2

Organization, Key Personnel, & Procedures

6.2.A Organizational Chart



★ = Personnel based in HNTB's Austin office
🔑 = Key Personnel

POTENTIAL PROJECT CATEGORIES & ADDITIONAL PERSONNEL			
NETWORK COMMUNICATIONS ■ Jason Nine, PMP ★ ■ Charles Miller, PE, PTOE	MARKETING/COMMUNICATIONS ■ Nicole Aldredge ■ Lindi Miller ■ Robyn Arthur	SHARED-USE PATH IMPROVEMENTS ■ Peter Barrilleaux, AICP ★ ■ Kerri Garvin, MPA, ENV SP	GENERAL CONSULTING SERVICES ■ Phil Miller ■ Dan Baker
BACK-OFFICE SUB PROJECT IMPLEMENTATION ■ Michelle Tiano ★ ■ Wendy Viellenave, PMP ■ Stella Joseph	EXPRESS LANE SYSTEMS ■ Todd Pendleton, PE ■ George Monnat, PE, PMP ★	INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ■ Charles Koonce, PE ★ ■ Debra Vermillion ★ ■ Joseph Snyder ■ Renardo Bezati, PE ■ Trey Partee ■ Ian Kilgour, P.Eng. ■ Marques Allen, PE ■ Charlie Farnham ★ ■ Monica Castellanos ■ Rakesh Sharma, PE, PTOE, PMP	BUSINESS PROCESS IMPROVEMENT ■ Craig Bettmann
TRANSACTION PROCESSING ■ Jennifer Larson, CSM ■ Jim Harlan ■ Jasmayne Dillard ★	CONNECTED VEHICLE TECHNOLOGY ■ Steve Novosad ■ Sai Geetha Koganti, PE ★ ■ Thomas Timcho, PMP	SOFTWARE DEVELOPMENT MANAGEMENT ■ Abanoub Sman, CSM	FINANCIAL ANALYSES ■ Kate Trimble
SYSTEMS TESTING ■ Lindsey Segovia ★ ■ Dusty Deitiker ★ ■ Tim Howerton	MOBILITY SOLUTIONS ■ Alex Kavanagh, PMP ■ Beth Kigel ■ Greg Krueger, PE ■ Matt Junak, PE ■ Jeff Siegel, GISP		FEASIBILITY STUDIES ■ John Brady ★
TOLL OPERATIONS ■ Ashley Paul-Charette ■ Kevin Slanicky			WHITE PAPER DEVELOPMENT ■ Phil Miller
			INDUSTRY/BEST PRACTICES BENCHMARKING ■ David Patterson

Our team of qualified professionals is structured to support your program in a collaborative way. **Steve DeBella**, **Carlos Campo**, **Mark Hoffa**, and **Brandon Rich** will serve as task leads with the support of additional staff members and a deep bench of resources throughout our firm. Many team members will provide services in multiple scope areas.

Sub-Consultants
After reviewing CTRMA's scope of services, our team does not anticipate a need for sub-consultant services. HNTB will provide 100% of the services. If sub-consultants are needed, HNTB will obtain CTRMA's approval.

6.2.B Resumes



20 Years Experience

EDUCATION

Bachelor of Arts and
Bachelor of Science,
Texas Tech University

**PROFESSIONAL
AFFILIATION**

International Bridge,
Tunnel and Turnpike
Association (IBTTA)

*Work performed prior
to HNTB employment

Mark Hicks
Program Manager

Mark has over 20 years of program and project management experience in the toll industry. Over the course of his career, he has developed a broad range of experience in the management, implementation and maintenance of toll systems from traditional roadside toll collection systems and express lanes to intricate and full-scale back-office systems. He has a proven track record in developing business relationships with toll and transportation agencies and developing long-term engagements. He is a skilled client manager that brings technical expertise in the procurement, design, development, testing, operation and maintenance of ITS and toll systems. He is a talented communicator and is proficient in establishing policies, procedures, and internal controls to help toll systems and operations run more efficiently.

***CTRMA | General Engineering Consultant, Austin, Texas.**

Provided toll system consultant support services for various toll road projects throughout the Austin area. In support of the Authority's MoPac Improvement Project, he provided toll system testing, performance analysis and vendor oversight. As project manager for CTRMA's State Highway 45 Southwest toll system implementation, Mark led oversight and management efforts for the design and implementation of the ITS and toll system. He helped CTRMA implement its first wrong way detection system, improving motorist safety on the corridor. Mark also supported the Authority's planning efforts on the 183A Phase 1 and 2 ITS Retrofit and 183A Phase 3 Projects; supported their toll system integrator procurement; and led development of the Concept of Operations for 183 North. He also provided contract support via the development of toll system contractor work authorization scoping documents, agreement documents and financial equity request documents in support of CTRMA. Additionally, Mark led efforts to revise and update the Authority's policy document.

***TxDOT | Toll System Planning, Design, and Oversight, Austin, Texas.**

Senior project manager supporting TxDOT's Project Finance Division (PFD) leading projects related to toll system implementation and maintenance. Mark led the implementation of new toll zones on the SH 99 Grand Parkway project where he was responsible for infrastructure and toll system design review, deliverable management, system testing oversight, toll system integrator management, inter-agency coordination and performance analysis. Mark assisted TxDOT by updating and revising TxDOT's programmatic toll and ITS-related procurement documents, saving TxDOT time in customizing toll and ITS documents for TxDOT roadway and system deployments. Mark also led efforts for PFD to update programmatic tolling documentation and schematic drawings and outline requirements for design-build contractors regarding toll system infrastructure design.



20 Years Experience

SERVICE AREAS

- ✓ Systems Implementation & Technology
- ✓ Strategic Planning & Innovation
- ✓ Business Intelligence & Quality Assurance
- ✓ Program Governance & Advisory

Mark Hicks, *continued*

THEA | General Engineering Consultant, Tampa, Florida.

Senior project manager responsible for the Tampa Hillsborough Expressway Authority's procurement and contract development support, system requirements development, front-end contract development, quality assurance, inter-agency coordination, procurement process oversight and system implementation oversight. Mark led efforts to procure and on-board a new operational BOS provider, assisting the Authority in the replacement of an outdated legacy system, and revised contract boilerplate documents for system procurements.

*GGBHTD | Tolling Consultant - Multiple Projects, San Francisco, California.

Tolls program manager and senior tolling consultant supporting the Golden Gate Bridge Highway and Transportation District in their implementation of a series of projects to modernize the toll collection system on the Golden Gate Bridge. Mark's responsibilities included coordinating with various departments within the District to oversee the procurement of a new toll system integrator; and coordinating with the District and external agencies to manage the comprehensive retrofit of the roadside infrastructure and hardware at the bridge's toll plaza, decommissioning of the legacy toll system host, end-to-end testing of lane and host systems, and a scripted transition to the new system. Mark led efforts to oversee the system integrator's development, testing and implementation of the new roadside system. Through Mark's efforts, the District modernized their toll system and reduced operational costs related to both toll system integrator maintenance and consultant support.

*NCTA | Statewide Tolling General Engineering Consultant, North Carolina.

Provided SME services regarding NCTA's back-office projects, provided planning support, technology procurement oversight and technical guidance in advance of major system enhancements focused on expansion of tolling footprint in North Carolina. In support of NCTA's High-Occupancy Vehicle (HOV) Declaration Smart Phone Application, Mark led the development of procurement documents for the mobile application, which enabled HOV users of the I-77 express lanes to declare their occupancy status without the use of a transponder. For Customer Service Operations and BOS Replacement projects, Mark developed procurement documentation, including business, functional, system and performance requirements and other contract documentation. He provided technical expertise and consulting services in support of the Authority's procurement efforts, including evaluation tool development, development of answers to proposer questions, addendum development, review of integrator proposals, development of technical summaries for the evaluation committee, cost analysis, and integrator selection and on-boarding support. Mark also led an effort to update NCTA business policies.



30 Years Experience

EDUCATION

Bachelor of Science,
University of Nevada,
Las Vegas

PROFESSIONAL AFFILIATION

International Bridge,
Tunnel and Turnpike
Association (IBTTA)

Steve DeBella

Systems Implementation & Technology Lead

Steve is an electronic toll collection system advisor. He has more than 30 years of experience in the toll collection industry, working on projects in California, Florida, Kansas, Louisiana, New Hampshire, New Jersey, New York, Maryland, Pennsylvania, Oklahoma, and Texas. His background includes developing, reviewing, and analyzing technical documents. His current responsibilities typically include project management, detailed performance analysis of toll system functionality, review of system business rules, validation of test results, and the system reconciliation process. He also provides recommendations and solutions for system performance issues.

LADOTD | Statewide Tolling Consultant Services, Louisiana.

Provides project management, detailed performance analysis of toll system functionality, review of system business rules, validation of test results, and system reconciliation. He provides quarterly lane system audits to support the legislative audit process. He also offers recommendations and solutions for system performance issues, as well as capital cost estimates for new toll systems. He currently supports the following projects: LA 1 Toll Facilities and Belle Chasse Toll Bridge P3 procurement Services.

KDOT | US 69 Express, Overland Park, Kansas. Roadside toll technology SME, providing system testing and oversight of the design for the 12-mile express lane project. His responsibilities included reviewing design submittals and technical requirements, overseeing, and analyzing all phases of testing by the Toll System integrator (TSI). He also provided the civil site checklist used by the TSI to inspect the DB contractor's work.

TxDOT | General Engineering Consultant for Toll System Planning, Design, and Oversight, Houston, Texas.

Provides oversight of the installation, testing, and integration of the roadside toll system for the 15-mile extension of the SH 249 toll road. His responsibilities include oversight of installation inspections, verification, and documentation of adherence to requirements in each toll lane at the Host location and at the Customer Service Center (CSC) before System Acceptance. He also provides oversight of the full integration of the roadside system with the CSC.

CTRMA | Toll System Integrator, Various Locations, Texas. Task force lead on the MoPac Improvement project, provided oversight on system requirements and business rules, provided detailed performance analysis of toll system functionality, reviewed system business rules, validation of test results and system reconciliation process. He also offered recommendations and solutions pertaining to system performance issues and provided capital cost estimates for toll systems.



30 Years Experience

SERVICE AREAS

- ✓ Systems Implementation & Technology
- ✓ Strategic Planning & Innovation
- ✓ Business Intelligence & Quality Assurance
- ✓ Program Governance & Advisory

Steve DeBella, *continued*

NTTA | Program Management Consultant, Dallas, Texas.

Electronic tolls system advisor who developed inspection checklists, test plans, and NTTA's Comprehensive Lane Maintenance and Service Plan. His most recent responsibilities included verifying the installation of lanes converted to AET (transponder and image-based tolling) and analyzing the performance of existing lanes to recommend immediate corrective and preventative maintenance activities. He has also performed multiple lane systems assessments on the current system. Specifically, he performed lane assessments on the Automatic Vehicle Classification and Detection (AVCD), automated vehicle identification (AVI), and image capture subsystems.

OTA | Electronic Toll Systems Advisor, Oklahoma City, Oklahoma.

Electronic tolls system advisor responsible for investigating production issues with the current toll integrator and provided solutions to the OTA. He analyzed all lanes and subsystems and debugged and tested new installations on the Turnpike system. He played a key role in tuning all automatic vehicle identification toll lanes, which increased system accuracy to an all-time high. He developed testing methodologies, plans, and procedures for the current system and for potential upgrades to the system's equipment. He recommended upgrades to current systems and developed a Request for Proposals for a new violation enforcement system, including the optical character recognition application.

ORB | Toll Services Advisor, Kentucky and Indiana. Toll system SME who performed system audits on the current system, including the AVI, AVCD, and Image Capture Lane subsystems. The scope also included a detailed analysis of system VTolls and supported the development of a system assessment report and operational improvements.

SBCTA | I-10 Express Lanes, San Bernardino, California.

Roadside toll technology SME providing oversight of the design of the San Bernardino County Transportation Authority's 10-mile express lane project. His responsibilities included reviewing design submittals and technical requirements by the Toll System integrator and the DB contractor. He also reviewed the civil site checklist used by TSI to inspect the DB contractor's work.

SANDAG | I-15 Managed Lane System - Regional Tolling Concept of Operations, San Diego, California.

Roadside toll systems SME for the San Diego Association of Governments' on-call contract. Steve supported the implementation of the replacement roadside toll system on the Interstate 15 (I-15) Express Lanes and the State Route 125 toll road (South Bay Expressway). This included oversight of the toll system integrator for these roadways and participation in the system design, testing, deployment, and final acceptance of the lane system.



20 Years Experience

EDUCATION

Bachelor of Science
in Civil Engineering,
Universidad de Los
Andes

Master of Science
in Transportation
Engineering & City
and Regional Planning,
Georgia Institute of
Technology

PROFESSIONAL REGISTRATIONS

Professional Engineer:
TX, CA, GA, LA

Project Management
Professional

PROFESSIONAL AFFILIATIONS

International Bridge,
Tunnel and Turnpike
Association (IBTTA)

Transportation
Research Board,
Managed Lanes
Committee

**Work performed prior
to HNTB employment*

Carlos Campo, PE, PMP

Strategic Planning & Innovation Lead

Carlos is a seasoned tolling professional with a proven track record as a team leader and trusted advisor to clients. He brings extensive experience in all phases of tolling, managed lanes and ITS projects in Texas and several other states. Carlos's responsibilities throughout his career in the private and public sectors have included leading toll programs, advising on emerging technology deployments, overseeing systems integration, and managing the performance of facilities and systems. In addition to his advisory and delivery experience in several large-scale programs, Carlos was the first operations manager of the Georgia I-85 Express Lanes, which pioneered emerging technologies. Aside from his project work, Carlos is a nationally recognized thought leader who has advanced technical and policy initiatives through his longstanding appointment on the TRB Managed Lanes Committee (culminating as its Chair) and several IBTTA Committees.

***CTRMA | General Engineering Consultant - MoPac Expressway, Austin, Texas.** Senior advisor on the development of the 6-month Anniversary Report of the MoPac Expressway, which included the tracking of corridor and system operational metrics. He subsequently oversaw the development of visualization tools, managing analyst and trainer resources to successfully transition their use to CTRMA staff. Carlos also provided strategic advice on discount programs, tag penetration and leakage reduction programs.

TCA | General Engineering Consultant - 241/91 Express Connector Tolling Support Services, Irvine, California. Tolling manager for the Transportation Corridor Agencies who manages all efforts to plan for and implement a state-of-the-art integrated toll occupancy detection and progressive demand management ITS system on the 241/91 Express Connector, an interjurisdictional partnership between Orange and Riverside Counties and CalTrans. As part of this work, Carlos developed a detailed Implementation Roadmap, negotiated system procurements of 3 different scope packages, and performed the evaluation of an occupancy detection pilot. He also managed the team who facilitated the development of complex, interjurisdictional operational agreements and plans.

CCTA | Innovate 680 - Corridor and Systems Manager, Pleasant Hill, California. Project manager who coordinated the delivery of this multimodal program in collaboration with Caltrans, FHWA and other stakeholders. He developed a Funding Strategy Plan, and supported the development of several successful grant applications, culminating in a \$166 million Mega grant award. As systems manager, Carlos developed a Concept of Operations, an Implementation Plan and a Data Management Plan for a state-of-the-art systems architecture that integrates the technology and operational elements of Express Lanes, ITS, Transit, and MaaS.



20 Years Experience

SERVICE AREAS

- ✓ Systems Implementation & Technology
- ✓ Strategic Planning & Innovation
- ✓ Business Intelligence & Quality Assurance
- ✓ Program Governance & Advisory

Carlos Campo, *continued*

SBCTA | Express Lanes Program Tolling Support, San Bernardino, California. Operations advisor and I-10 C2 toll system integration oversight lead for San Bernardino County Transportation Authority. Carlos currently provides contract management and operations audit support on the I-10 Southbound Express Lanes (LA County line to I-15). He oversaw the development of business intelligence tools and negotiated two simultaneous emerging mobility pilots. He is also leading the efforts to oversee the toll systems integration on the extension of I-10 east of I-15, as well as enhancements to the data platform. He is negotiating change orders and coordinating with the civil final design teams.

***BAIFA | Express Lanes Program Advisor, San Francisco, California.** Toll systems project management assistance lead providing technical advice on the expansion of the Bay Area Infrastructure Financing Authority's Express Lanes network and supporting ongoing operations for multiple corridors. His role included toll system integrator contract management, civil design coordination, procurement strategy and negotiations, testing oversight, operations planning and support, and BAIFA staff training. Carlos was instrumental in the early conceptual architecture development and implementation roadmap for a state of the art open data platform. Carlos also served as a strategic advisor on toll policy and revenue management, supporting BAIFA to recover from the impacts of the COVID-19 pandemic.

***LACMTA | I-10 & I-110 ExpressLanes Microsimulation Analysis, Los Angeles, California.** Project manager who led the data collection, demand modeling, toll optimization and microsimulation components for the Los Angeles County Metropolitan Transportation Authority to evaluate the revenue and mobility impacts of proposed changes in toll policies to two Express Lanes corridors in operation. Carlos led a team of to develop a novel approach using macro-, meso- and microscopic levels of analysis to achieve desired existing condition validation metrics and evaluate the proposed changes, meeting an aggressive schedule. The results were used to provide policy recommendations to the Board.

***RCTC | I-15 Express Lanes Project, Riverside, California.** Senior toll consultant for the Riverside County Transportation Commission. Carlos led the corridor pricing implementation efforts, providing system design input, creating time of day toll schedules, optimizing dynamic pricing algorithm settings, testing of the trip rating assignment logic and developing operational procedures. He conducted extensive data analysis and provided policy advice in coordination with the TSI, T&R consultant, and RCTC senior management. His efforts resulted in the Commission's exceeding T&R forecasts while achieving a high customer satisfaction rate. Carlos also led a team of analysts to preprocess big data, design queries and visual reports from the vendor-provided Data Mart.



34 Years Experience

EDUCATION

Bachelor of
Engineering in
Electrical Engineering,
Stevens Institute of
Technology

Mark Hoffa

Business Intelligence & Quality Assurance Lead

Mark has more than 34 years of project management and execution experience in the transportation industry, specializing in toll systems and ITS implementation as well as operations and maintenance. He has experience with tolling customer service centers, back offices, and AET facilities (including managed lanes), in addition to ITS solutions. His experience also includes supporting comprehensive business analysis, the elicitation and management of system requirements and business rules, and the execution of end-to-end testing. He offers a unique perspective, having served as both a consultant to numerous toll authorities and a systems provider/integrator.

CTRMA | MoPac Express Lanes Project, Austin, Texas. Senior consultant responsible for supporting the oversight of system design, implementation, testing and initial operations of CTRMA's managed express lanes toll system.

KDOT | US 69 Express – Corridor Modernization & Expansion PMC, Overland Park, Kansas. Senior consultant responsible for supporting the development of the project's Concept of Operations, business rules, policies, procedures, and processes, and overseeing the design, implementation and testing of the Kansas Department of Transportation's first managed express lanes toll system. Also responsible for supporting the toll system's interfacing with the Kansas Turnpike Authority's BOS. Mark leveraged his relationship and experience with CTRMA's MoPac project to help KDOT better understand and prepare for express lane operations.

TxDOT | Procurement Engineering Services, Austin, Texas.

Senior consultant responsible for providing cost estimates, developing procurement documents (including technical provisions), bidding instructions and contract provisions, and managing procurement processes for TxDOT in support of their efforts to procure new toll facilities, managed lanes, and expanding operations throughout the state.

TxDOT | SH130 Segments 5&6 Concession Project Toll System Implementation/Integration & Operations, Austin, Texas. Senior project manager responsible for providing project management and toll consulting services for the development of tolling business rules, toll system requirements and toll operations requirements for the Toll Operations Division (TOD) of TxDOT in support of their efforts to establish their TxTag CSC as the service provider for a toll road concessionaire (Cintra).



34 Years Experience

SERVICE AREAS



**Systems
Implementation
& Technology**



**Strategic Planning
& Innovation**



**Business Intelligence
& Quality Assurance**



**Program Governance
& Advisory**

Mark Hoffa, *continued*

ORB | Toll Services Advisor, Kentucky and Indiana. Senior consultant responsible for leading the audit of the existing toll systems, developing a related risk assessment, and supporting ongoing operations and system changes. Also responsible for supporting the development of procurement documents to replace the existing customer service operations and back-office systems, especially leading the development of related technical requirements.

LADOTD | LA 23 Belle Chasse Bridge and Tunnel Replacement P3, Plaquemines Parish, Louisiana. Tolling advisor for Louisiana's first toll concession P3 project who supported the development of the technical provisions for tolling on the comprehensive agreement between the state and developer for a new toll bridge and assuming operations and maintenance of the existing LA 1 toll collection system. After participating in numerous procurement workshops and reviewing proposer submittals, he led the design, development, installation, integration, testing and commissioning of the project's toll systems.

LADOTD | Retainer Contract for Trust Indenture Services and Engineering Services for LA 1 Toll Facilities, Leeville, Louisiana. Tolling advisor who supported the LADOTD's outsourcing of the existing roadside and back-office toll collection systems and operations to a private contractor. This includes converting the open road and cash collection plaza to an AET facility, assessing impacts on future revenues, contractor oversight, review of technical documents for contract compliance, and general toll advisory services.

LADOTD | I-12 Managed Lanes, Baton Rouge, Louisiana. Tolling advisor who supported the development of the technical documents and business rules (for attachment to vendor procurement documents) and assisted LADOTD with policy requirements to support enabling legislation. The project's vendor contract required developing an innovative, turnkey occupancy registration and verification system to manage HOV use and performance of operation and maintenance, including public outreach activities and enforcement.

WisDOT | Interstate Tolling Study Phase 1 & 2, Statewide, Wisconsin. Task lead generating tolling resource documents, tolling presentations and cost estimates for the Wisconsin Department of Transportation to explore tolling its interstate highways. In Phase 2, he was responsible for developing a concept of operations and related cost estimates for Wisconsin to explore tolling various bridges and corridors on their interstate highway system.



23 Years Experience

EDUCATION

Bachelor of
Science in Business
Administration,
University of Nevada,
Las Vegas

Master of Business
Administration, Texas
A&M University

PROFESSIONAL REGISTRATION

Project Management
Professional

**Work performed prior
to HNTB employment*

Brandon Rich, PMP

Program Governance & Advisory Lead

Brandon brings 23 years of technology experience and 18 years of toll experience. He understands toll systems and toll systems integration, toll road processes and procedures and complex lane and back-office systems. Brandon is proficient using software, including Jira, VMWare Server, Test Complete, Subversion, ClearCase, Doxygen, WinSCP, Putty, WAS, TOAD, Microsoft Visio, JDeveloper, Visual Studio, Microsoft Office suite, Citrix and Oracle eBusiness Suite.

ORB | Tolling Services Advisor, Kentucky and Indiana. Project manager providing toll advisory and oversight services under the Tolling Services Advisor contract for the Ohio River Bridges system. Brandon is responsible for the management and oversight services of the toll collection and back-office systems. As the toll advisor, these services include daily monitoring of the systems, change management, invoice and budget reviews, as well as general system improvements and maintenance. The goal of the project is to help increase the efficiency and effectiveness of RiverLink, the tolling entity that uses an AET system to manage the toll operations for three bridges over the Ohio River, including the I-65 Northbound Bridge (Abraham Lincoln Bridge), the I-65 Southbound Bridge (John F. Kennedy Bridge) and the SR265/KY841 bridge (Lewis and Clark Bridge) connecting Indiana and Kentucky on the east side of Louisville.

***CTRMA & NET RMA | Pay-By-Mail Program Implementation, Texas.** Project manager responsible for the various services required to successfully manage non-tagged transactions on behalf of the Authorities. Services included call center operations, transaction posting, court processing, reporting, and general BOS functionality.

***TxDOT | Tolling General Engineering Consultant, Texas.** Deputy project manager jointly responsible for 20 staff members and provided focused leadership, knowledge, and tolling experience. As the principal figure for the Project Management Office, Brandon led an array of complex project implementations for the BOS. He helped facilitate and assist with BOS issues and challenges and provided direction and management through resolution. He also served as a SME for lane-related issues.

***FBCTRA | Ft. Bend Grand Parkway Segment D, Ft. Bend County, Texas.** Toll system specialist/deputy project manager for the procurement, implementation, testing and operations of the Fort Bend Grand Parkway Segment D project for lanes and back-office systems. Brandon managed the budget, schedule and requirements for the entire project. He helped develop a Request for Proposals document, negotiated contracts and oversaw the installation and testing.



23 Years Experience

SERVICE AREAS



Systems Implementation & Technology



Strategic Planning & Innovation



Business Intelligence & Quality Assurance



Program Governance & Advisory

Brandon Rich, continued

***WSDOT | Open Roads Tolling, Washington.** Lead QA manager for the Washington Department of Transportation's Open Roads Tolling (ORT) contract valued at \$4.7 million and SR 520, which included the installation of an ORT system on a floating bridge. Brandon wrote and conducted the factory acceptance test as well as the commissioning and operational tests. He headed the testing and deployment activities for the host and ROMS application, as well as managed the testing and bug tracking suite. Brandon served as the head liaison between client and the development group.

***VDOT | Transurban Pocahontas Parkway, Virginia.** Lead QA manager who wrote and conducted the factory acceptance test and site acceptance test portion of the Virginia Department of Transportation's PP895 tolling implementation. Brandon validated the ROMS application and the proper host functionality and requirement tracking. The project involved the fast-track conversion of an existing legacy system to E-ZPass. The ETC, Manual and ORT contract was valued at \$2.1 million.

***NHDOT | Hampton Mainline Plaza (I-95), New Hampshire.** QA manager for factory acceptance testing for the New Hampshire Department of Transportation's Hampton Mainline Plaza (I-95), which included fast-track conversion of an existing legacy system to open road tolling. The contract was valued at 2.1 million. Brandon helped write and conduct the factory acceptance portion of the NHDOT tolling implementation. He also led road operations and management systems instructional sessions.

6.2 Organization, Key Personnel, and Procedures

6.2.C Staff Availability

The table below shows our firmwide tolling staff availability by specialty.

Specialty Area	# of Staff
Systems Implementation & Technology	156
Strategic Planning & Innovation	158
Business Intelligence & Quality Assurance	136
Program Governance & Advisory	95

6.2.D Quality Assurance

HNTB's Quality Assurance/Quality Control (QA/QC) framework is built on a firmwide Quality Management System (QMS) designed to ensure consistency, technical excellence, and client satisfaction across all projects, disciplines, and offices. The system integrates corporate level guidance, standardized procedures, and project specific quality plans, embodying a proactive and collaborative approach to quality management.

At the core of HNTB's QMS is a hierarchical structure of documents that includes a Quality Manual, supporting procedures, and standardized forms. Together, these define expectations, describe required processes, and create records that provide objective evidence of compliance. Quality management begins during the Work Planning phase, where teams identify all project deliverables and determine tailored review and checking requirements appropriate to each. All client deliverables undergo independent, discipline specific quality control checks; interdisciplinary coordination reviews; and visual checks. Depending on complexity and risk, additional focused reviews may also be incorporated.

Before any deliverable is finalized, an independent QA review verifies that all required checks have been completed, comments resolved, and proper documentation produced. These requirements and any client specific expectations are captured within a project specific quality plan. A dedicated project quality manager then oversees execution of the quality plan throughout the project lifecycle, reporting on compliance to the project manager, office leadership, and clients.

HNTB's broader Quality Management Program is organized around **10 CORE ELEMENTS:**

1. Client Service
2. Team Organization
3. Scope Definition
4. Work Tasks
5. Scheduling
6. Cost Accounting
7. Contracting
8. Technical Production
9. Quality Management
10. Communications

6.2.E Implementation Procedures

HNTB will implement a structured, collaborative, and quality-driven set of procedures to perform the CTRMA's GSC services. The following outline provides a high-level overview of the procedures HNTB will implement to perform any projects or services requested by CTRMA:



PROJECT INITIATION & COORDINATION

As services are requested by CTRMA, it is critical we understand the scope, schedule, and goals for the project. **Mark Hicks** and/or task leads will meet with CTRMA to discuss project scope, schedule, and available HNTB resources to help us avoid scope creep and better control project costs.

Once CTRMA and HNTB are aligned, HNTB will:

- ☑ Hold kickoff meeting (as appropriate) to establish expectations, introduce staff unknown to CTRMA and project vendors, confirm schedule and project goals.
- ☑ Coordinate with the appropriate task lead to identify and assign a project PM for the project for day-to-day project contact for CTRMA and vendor staff.
- ☑ Assign and align project resources with key milestones and deliverables to ensure appropriate coverage throughout the term of the project.
- ☑ Develop a scope, comprehensive schedule and proposed fee, reflecting all tasks and deliverables for the project, for CTRMA's review and approval.
- ☑ If necessary, meet with CTRMA to answer any questions on the proposed scope, schedule and fee and revise, as requested.
- ☑ Promote a transparent approach to the development of project budgets and contract documents, encouraging open dialogue and negotiation with CTRMA staff prior to work authorization approval.
- ☑ Set up internal processes to ensure HNTB quality procedures are followed ahead of any deliverable being submitted to CTRMA.

- ☑ Establish regular check-in meetings with CTRMA staff, consultants, and project vendors (as appropriate), with HNTB task lead(s) and/or PM(s) to provide updates on project status, deliverables, discuss items needing CTRMA feedback and/or direction, budget status, etc.
- ☑ Create and manage a project SharePoint/ Microsoft Teams site to provide a single repository for project deliverables and contract documentation, which CTRMA will have access to for review and reference of materials.
- ☑ Review and/or develop the required technical deliverables.
- ☑ Create standard operating procedures to ensure HNTB staff working on any CTRMA project are aware of processes and procedures necessary to support CTRMA's GEC, staff and projects.
- ☑ Develop and manage project controls (e.g. project schedules) and monitor project budgets.
- ☑ Oversee and manage project resources, including contracts and change order processing.
- ☑ Confirm HNTB quality review processes are followed for all HNTB deliverables.



PROJECT IMPLEMENTATION & OVERSIGHT

As projects are initiated and underway with CTRMA, HNTB will:

- ☑ Coordinate regular meetings between the HNTB task leads to track project status, due dates, quality control, resource needs, etc. to ensure projects are delivered on time and on budget.
- ☑ Schedule regular coordination meetings established between task leads and project PMs to discuss project status, check-in on deliverables owed to CTRMA, provide quality reviews of HNTB deliverables, identify decisions that need to be brought to CTRMA's attention and confirm project PMs have what they need to successfully deliver projects for CTRMA.



PROJECT DELIVERABLES & CLOSEOUT

As projects are brought to conclusion and closed out, HNTB will ensure processes are in place to:

- ☑ Validate all project deliverables and documentation are complete, have been approved by CTRMA and are stored on Microsoft SharePoint/Teams.
- ☑ Confirm all vendor invoices have been reviewed and paid.
- ☑ Conduct a lessons-learned workshop with CTRMA staff, as necessary, to review project successes and challenges and improve both CTRMA and HNTB future project implementation/support processes.
- ☑ Recommend project acceptance/closeout.

6.2.F-H Litigation

Occasionally, HNTB Corporation is a defendant in lawsuits related to its professional services throughout the more than 80 HNTB offices in the United States. HNTB is a privately held corporation. As such, statements regarding litigation and claims must remain confidential on the advice of its insurance carrier and legal counsel, and oftentimes as a requirement of settlement release documents. Given this confidentiality requirement, we are unable to provide the level of detail outlined in the proposal request.

We can, however, affirm there are no past or present matters that would adversely affect HNTB's ability to properly perform any contracts awarded to us. HNTB and its insurer will consider requests for specific information regarding litigation directed only through its General Counsel:

George Wolf
1111 Main Street, Suite 2500
Kansas City, MO 64106
(816) 472-1201

6.3

Relevant Experience & Expertise

6.3 Relevant Experience & Expertise

6.3.F Efficient Business Practices

The following pages describe representative projects HNTB has delivered for similar agencies across the country. As requested, they outline relevant project categories, key staff involved, and project details. Not included in the project descriptions are the business practices that enable HNTB to deliver all tasks in an expeditious manner.

HNTB's delivery of tasks is founded on our core 4 for 4 delivery principle: high-quality deliverables, on-time delivery, within budget, and to the client's satisfaction. The work described in the project examples was delivered using this principle and the systems that support consistent, high-quality outcomes. Key business practices include:

Clear communication: Clear communication is the foundation of our business process and is essential to efficient, timely task delivery. We establish and maintain open communication channels throughout the life of a project within our internal team and between our firm, clients, contractors, and stakeholders. Our personnel understand that without open, direct communication, projects are at risk of failure.

Project Initiation: Our process begins with close coordination with client partners to align on project needs, goals, requirements, and budget. Once the scope and delivery expectations are defined, we develop a detailed work plan and resource-loaded schedule to establish the proposed budget. Scope, schedule, and budget are developed transparently and reviewed jointly to ensure alignment and provide a clear roadmap for the team.

Resource alignment: Our program manager and task leads establish regular touchpoints with client partners and team members to remain responsive to client needs. This allows us to assign the right resources and deliver work efficiently and in a budget-conscious manner.

Quality management: Our robust quality control/quality assurance processes ensure deliverables are provided on time and meet quality expectations the first time.

Project controls: We rely on practical, efficient project controls such as schedules, document-sharing systems, quality plans, regular status meetings, and budget tracking, to keep teams organized, aligned on tasks and schedules, and focused on monitoring progress/budgets.

Contract/change management: Effective on-time and on-budget delivery requires a thorough understanding of client contracts with system providers and third-party vendors. Knowledge of deliverable requirements, review deadlines, milestones, performance measures, and contract risks enables effective vendor oversight and project implementation, including operations and maintenance services. This understanding also allows us to efficiently review and negotiate project changes while clearly defining project impacts.

Deliverable review/management: Leveraging our understanding of client contracts, task leads and project managers ensure vendor deliverables are submitted and reviewed in accordance with the approved schedule. Experienced subject matter experts review deliverables, support comment resolution meetings, and maintain clear communication to achieve timely approvals. We ensure appropriate resources review critical documents to support readiness for formal testing milestones.

Project closeout: As projects conclude, we ensure all deliverables and documentation are complete, vendor invoices are reviewed and paid, and lessons-learned workshops are conducted, as appropriate. These steps support continuous improvement for both client and HNTB processes and allow us to formally recommend project acceptance and closeout.

Kansas Department of Transportation US 69 Express – Corridor Modernization & Expansion PMC



HNTB is serving as the PMC for this \$750 million US 69 Modernization and Expansion project being undertaken by KDOT. The four-phase project, which is now in an operations and maintenance phase, resulted in the replacement of various improvements to a 6-mile corridor of the state's busiest four-lane highway. The improvements included adding express toll lanes (two segments of one lane in each direction; KDOT's first toll facility) and ITS (e.g., traffic detectors and cameras).

Throughout the project's following phases, HNTB's scope of work included systems implementation and technology services, strategic planning and innovation services, business intelligence and quality assurance services, and program governance and advisory services:

- » **Phase 1** - Planning, business analysis, developing a Concept of Operations and approach to project implementation, securing FHWA approvals, T&R and feasibility studies, and initial stakeholder engagement activities
- » **Phase 2** - Procurement and selection of delivery teams (including systems integrator) and continued stakeholder engagement, tolling and ITS solutions development, operational business development, preliminary engineering and risk management activities
- » **Phase 3 & 4** - Design, construction, deployment, and testing oversight activities

CLIENT

Kansas Department of Transportation

LOCATION

Overland Park, KS

CONTRACT AMOUNT

\$66 million

KEY STAFF*

- » Steve DeBella - SME
- » Mark Hoffa - Tolling Advisor

**Please see resumes for role descriptions & level of involvement.*

CLIENT POINT OF CONTACT

Steve F. Rockers, PE
(785) 296-1004
Steve.rockers@ks.gov

PROJECT CATEGORIES

- » Systems Testing
- » Toll Operations
- » Express Lanes Systems
- » ITS
- » General Consulting
- » Financial Analyses
- » Feasibility Studies

Ohio River Bridges System Tolling Services Advisor



HNTB serves as the Toll Services Advisor (TSA) for the bi-state Ohio River Bridges (ORB) system, a joint effort between Kentucky and Indiana that encompasses three major river crossings: the Abraham Lincoln Bridge and Kennedy Bridge on I-65, and the Lewis and Clark Bridge on I-265. Since 2018, HNTB has supported the Indiana Finance Authority (IFA), the Kentucky Public Transportation Infrastructure Authority (KPTIA), the Indiana Department of Transportation (INDOT), and the Kentucky Transportation Cabinet (KYTC) in guiding the long-term planning, development, and evolution of the region's tolling program.

HNTB's role extended beyond operational support to shaping the strategic future of the ORB tolling system. As TSA, HNTB provided the partner agencies with comprehensive guidance that supports system modernization, financial sustainability, and coordinated program growth across state lines. The team advised IFA, KPTIA, INDOT and KYTC on all aspects of toll operations. Examples include:

- » Operations, traffic, and financial monitoring to ensure system meets key benchmarks
- » Tolling strategy and roadmap development
- » Assistance with the procurements for a toll service provider and roadside service provider
- » Implementation oversight across the project lifecycle for the above vendors
- » Assistance with the procurement for new tolling gantries
- » Assistance with the procurements for collections, public relations and marketing consultants
- » O&M and capital cost analysis report in support of a Financial Plan update
- » Oversight, review and traceability of requirements and business rules
- » Business and transaction analytics

CLIENT

Ohio River Bridges System

LOCATION

Kentucky and Indiana

CONTRACT AMOUNT

\$51 million

KEY STAFF*

» Mark Hoffa - Senior Consultant

» Steve DeBella - Tolling Advisor

» Brandon Rich - Project Manager

**Please see resumes for role descriptions & level of involvement.*

CLIENT POINT OF CONTACT

Amanda Spencer, PE
(502) 564-3730
amanda.spencer@ky.gov

PROJECT CATEGORIES

- » Transaction Processing
- » Systems Testing
- » Toll Operations
- » General Consulting
- » White Paper Development

North Carolina Turnpike Authority Statewide Tolling GEC



Completed 540 Ph.1 Sept. 2024; I-485 Feb. 2026

HNTB was selected as NCTA's first GEC in 2004. Throughout the history of the Authority, HNTB has served as an extension of NCTA staff and provided expertise on complex assignments. During this contract, as few as six HNTB employees and as many as 12 have been embedded within the NCTA offices, demonstrating our flexibility and ability to right-size resources. HNTB has demonstrated our commitment through the study, planning, development, preparation of preliminary plans, contract awards, construction and, now, operations for the first modern toll roads in North Carolina.

HNTB was instrumental in the development of both Complete 540 Phase 1 and the I-485 Express Lanes projects. Our responsibilities included environmental documents, technical studies, public involvement, network communication architecture design, preliminary plans, capital cost estimates, operations and maintenance, permitting, and financial plans. Additionally, HNTB successfully completed cost estimate reviews, project management plans and initial finance plans in accordance with FHWA requirements for major projects and assisted with the preparation of the design-build scopes of work and contract documents for these major projects. During the design-build procurement of the Complete 540 Phase 1, our staff reviewed the technical proposals and provided feedback to the technical review committees.

HNTB also provided support to NCTA through back office system implementation oversight, transaction processing validation, toll operations support, marketing and communications support via NC Quick Pass website refresh, ITS deployment oversight and supported NCTA management with general consulting services.

CLIENT

North Carolina Turnpike Authority

LOCATION

Statewide

CONTRACT AMOUNT

\$20 million

KEY STAFF*

Mark Hicks - SME (*Work completed with previous firm*)

**Please see resume for role description & level of involvement.*

CLIENT POINT OF CONTACT

Alan Shapiro, PE
(919) 707-4944
awshapiro@ncdot.gov

PROJECT CATEGORIES

- » Network Communications
- » Back-Office Implementation
- » Transaction Processing
- » Toll Operations
- » Marketing & Communications
- » Express Lane Systems
- » ITS
- » General Consulting
- » Financial Analyses
- » Feasibility Studies

Louisiana Department of Transportation & Development Statewide Tolling GEC



Task Orders Completed 2025

HNTB was selected by the LADOTD to provide engineering, advisory, and support services for statewide tolling projects under a five-year, task-order-driven contract. This engagement supported the expansion of LADOTD's tolling program, including the agency's first managed lanes project, two public-private partnership projects – one of which includes Louisiana's first tolled interstate bridge – and the transition to outsourced toll operations. HNTB advised LADOTD as it advances these initiatives and collaborated with the agency to develop a multi-year work plan outlining anticipated projects and services to support strategic planning, innovation, and long-term program direction.

HNTB provided high-level advisory, technical, and oversight services focused on strengthening governance, ensuring operational and technological readiness, and enabling informed, data-driven decision-making to promote long-term reliability and financial sustainability. Services included evaluation of toll system business rules, policies, and operating frameworks to ensure alignment with strategic objectives, regulatory requirements, and industry best practices, as well as assessment of the operational, financial, and customer impacts of policy and system changes. Our team also supported LADOTD's CSC mobile app design. HNTB has delivered executive-level recommendations that support revenue integrity, auditability, enforcement effectiveness, and a consistent customer experience.

In addition, HNTB provided independent oversight of toll system technology and software enhancements, including upgrades and configuration changes, and supports oversight of toll system implementation activities across development, integration testing, deployment, and ongoing operations. This approach helps manage risk, protect system performance, ensure vendor compliance and data integrity, and support long-term scalability as LADOTD's tolling program continues to evolve.

CLIENT

Louisiana Department of Transportation and Development

LOCATION

Statewide

CONTRACT AMOUNT

\$6 million

KEY STAFF*

- » Steve DeBella - Project Manager
- » Mark Hoffa - Tolling Advisor

**Please see resumes for role descriptions & level of involvement.*

CLIENT POINT OF CONTACT

Peggie Jo Paine, PE
(225) 379-1065
peggie.paine@la.gov

PROJECT CATEGORIES

- » Transaction Processing
- » Systems Testing
- » Toll Operations
- » General Consulting
- » Financial Analyses

Golden Gate Bridge, Highway, & Transportation District Toll Program Management



HNTB has supported a wide range of toll operations, financial planning, and system modernization efforts. This includes support for toll customer tracking and follow-up, revenue reconciliation, and toll data analysis, to support accurate financial reporting and operational transparency.

HNTB supported the District's data analysis needs related to traffic and transit ridership trends. This work has included compiling and interpreting large datasets to inform stakeholder and board reporting, as well as developing spreadsheet tools to evaluate various financial and operational scenarios. These tools have enabled flexible modeling and assumption testing, helping the District make informed decisions based on dynamic conditions and policy considerations.

HNTB also played a central role in coordinating the BOS, resolving customer service escalations and employee toll tag disputes. Work extended to reviewing and processing customer violation settlements and preparing DMV overpayment reconciliations.

In addition to toll operations, HNTB collaborated closely with the District's Budget Office to support the annual operating budget cycle. This included preparing financial analyses for the annual budget book, participating in weekly budget and operations check-in meetings, and contributing to budget discussions.

HNTB's technical team also provided expertise in the Toll System Replacement Project. Contributions included the development of system requirements, testing protocols, and operational support for both the roadway system and the regional BOS. The team participated in bi-weekly technical meetings with BATA and Conduent to address BOS issues and supported ongoing reviews and analysis of RCSC operational challenges. Toll data analysis informed key decisions around rate plan setting, violation penalties, and revenue reconciliation, to streamline operations and improve system performance. The team helped ensure alignment with business rules, policy, and the new gantry structure design.

CLIENT

Golden Gate Bridge,
Highway, and
Transportation District

LOCATION

San Francisco, CA

CONTRACT AMOUNT

\$10 million

KEY STAFF*

Mark Hicks - Program
Manager (*Work
completed with
previous firm*)

**Please see resume for
role description & level
of involvement.*

CLIENT POINT OF CONTACT

Jennifer Mennucci
(415) 923-2358
jmennucci@
goldengate.org

PROJECT CATEGORIES

- » Back-Office
Implementation
- » Transaction
Processing
- » Systems Testing
- » Toll Operations
- » General Consulting
- » Financial Analyses

Tampa Hillsborough Expressway Authority GEC



As the GEC for THEA, HNTB has provided program management and technical support services for the tolling, planning, design, ITS and operations staff. This GEC contract has been continuous for the past 21 years and is an example of the consistency and longevity of HNTB's GEC contracts, as well as the innovative projects and solutions HNTB has provided our clients. Under our last contract, HNTB supported THEA in being the first system to totally convert to AET, and developing, installing and operating one of the three USDOT Connected Vehicle Pilot programs. These projects made Tampa and THEA a recognized leader in AET, CV and other emerging technologies.

HNTB provided tolling, planning, design, ITS, maintenance and construction management services in support of their work program to design, build, operate, and maintain over 130 lane miles of limited access freeway and bridges, as well as adjacent parks, the Selmon Greenway, other multi use trails and facilities, and surface street improvements. Key components of this program included tolling, ITS, public involvement, structural design, bridge inspection, roadway and drainage engineering, maintenance of traffic design, and environmental permitting. Members of the HNTB design team have worked directly on all facets of this program, including the following notable projects in the last three years:

- » **Brorein Queue Detection and Monitoring Project:** HNTB oversaw the design of the Brorein Queue Detection and Monitoring Project which was completed this year and HNTB will oversee construction which is starting later this year.
- » **Wrong-Way Driver (WWD) Countermeasures:** As THEA GEC, HNTB oversaw the design of the WWD Countermeasures Project which was completed in 2025. The design includes WWD detection equipment, with flashing roadside warning signs and flashing in-lane lighting strips to warn and deter WWD's from entering the Selmon Expressway at more than a dozen exit ramps on the eastern half of the system. All data will be transmitted to the THEA Traffic Management Center (TMC) and the FDOT District 7 TMC for 24/7 monitoring and notification to law enforcement.

CLIENT

Tampa Hillsborough Expressway Authority

LOCATION

Hillsborough County, FL

CONTRACT AMOUNT

\$45 million

KEY STAFF*

Mark Hicks - Project Manager

**Please see resume for role description & level of involvement.*

CLIENT POINT OF CONTACT

Tim Garrett, PE
(813) 272-6740
tim.garrett@tampaxway.com

PROJECT CATEGORIES

- » CV Technology
- » Shared Use Path
- » ITS

North Texas Tollway Authority PCCS



Previous Contract End Date: March 2026

As Project Communications Consultant, our team works directly with NTTA's Project Delivery and Maintenance teams to plan for impacts to NTTA's customers. HNTB's team, including Nicole Alldredge, Lindi Miller, and Robyn Arthur, created several engaging community-driven campaigns to build consensus with diverse stakeholders in the area. Projects supported under this contract have included:

» **Dallas North Tollway (DNT) Widening in Frisco:**

The HNTB team worked closely with NTTA communications and engineering staff over the course of four years to brainstorm, plan and execute engagement initiatives for the DNT Widening project, which



HNTB's drone photography of the DNT Widening construction in Frisco.

reached substantial completion in August 2025. We proactively deployed outreach initiatives to mitigate any potential challenges through coordination with public and private entities.

» **Meaders and Northaven Bridges:** Following two separate incidents in which oversized vehicles struck the Meaders Lane and Northaven Road bridges over the DNT, the HNTB and NTTA Project Communications teams coordinated closely with NTTA Maintenance and Project Delivery to proactively manage public communications. These efforts ensured timely awareness of scheduled bridge closures required to complete critical structural repairs, minimizing disruption and maintaining public trust. Our team went to adjacent neighborhoods to distribute flyers explaining the closure details, providing possible detour paths to keep residents and commuters moving despite the necessary repair work.

CLIENT

North Texas Tollway Authority

LOCATION

North Texas

CONTRACT AMOUNT

\$2 million

KEY STAFF

» no key staff participated

RELEVANT STAFF

» Nicole Alldredge
» Lindi Miller
» Robyn Arthur

CLIENT POINT OF CONTACT

Brian SanFilippo
(817) 709-6608
bsanfilippo@ntta.org

PROJECT CATEGORY

» Marketing/Communications

Texas Department of Transportation I-10 Corridor Planning IDIQ



Work Authorizations Completed 2024

HNTB was awarded a \$10 million on-call contract to continue serving TxDOT's Transportation Planning & Programming Division (TPP). Work authorizations over the last five years, include:

» I-10 Truck Parking Availability System (TPAS) Deployment

Oversight: HNTB supported TxDOT in planning a system that will serve as the first collaborative freight technology to be deployed co-operatively by the I-10 Corridor Coalition under a cooperative agreement. The system monitors and reports on available truck parking spaces at 37 public rest areas in Texas, New Mexico, Arizona and California. Due in part to HNTB's support under a previous work authorization, the coalition was awarded a \$6.85 million federal grant to implement TPAS on I-10 in the four states. HNTB directly coordinated with the leads from all four states, developing the project management plan, managing the overall grant schedule and reporting, stakeholder engagement, and supporting the Traffic Safety Division in developing the systems engineering documents including the Concept of Operations, Systems Engineering Management Plan, and Systems Engineering Review Form. HNTB developed a stakeholder outreach strategy for the I-10 TPAS Project to engage freight organizations, including the American Trucking Association, American Trucking Research Institute and the Owner-Operator Independent Drivers Association.

» Statewide Weigh-in-Motion (WIM)/Vehicular Classification (VC) Assessment & Strategy:

HNTB was contracted for a high-priority assignment to support TPP in developing a strategy for bolstering and expanding the statewide WIM/VC system. The existing system is not robust enough to support the data acquisition on size and weight for the exponential truck traffic growth, in particular surrounding the Permian Basin. HNTB was also asked to assess how this system could help TxDOT plan better with more robust data. This work involved building a business case and a strategic plan through analysis of the freight system and interactive working groups with stakeholders for TPP to present the need and return on investment of this system.

CLIENT

Texas Department of Transportation

LOCATION

Texas, New Mexico, Arizona, California

CONTRACT AMOUNT

\$10 million

KEY STAFF

» no key staff participated

RELEVANT STAFF

» Charles Koonce
» Debra Vermillion

CLIENT POINT OF CONTACT

Arturo Perez
(512) 506-5887
arturo.perez@txdot.gov

PROJECT CATEGORIES

» ITS
» Marketing & Communications
» Feasibility Studies

6.4

Active and Planned Projects

6.4 Active and Planned Projects

HNTB Corporation does not have any active or planned projects that involve more than 25% of our firm's resources.

6.5

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

6.5 Historically Underutilized Business and Disadvantaged Business Enterprise Participation

HNTB Corporation does not qualify as a Historically Underutilized Business or Disadvantaged Business Enterprise, and this submittal does not include any sub-consultants.



6.6

Attachment B

Contract Labor Rates

Appendix A - Labor Rates Form

Staff Position / Classification	Loaded Hourly Rate
Principal	\$559.00
Program Manager	\$392.00
Technical Advisor - Senior	\$586.00
Technical Advisor - Tolls	\$531.00
Technical Advisor - Systems	\$440.00
Technical Advisor	\$406.00
Task Manager - Senior	\$457.00
Task Manager	\$330.00
Quality Manager	\$339.00
Technician - Senior	\$317.00
Technician	\$217.00
Project Manager - Tolls	\$400.00
Senior Toll Specialist	\$368.00
Toll Specialist	\$211.00
Senior Information Technology Specialist	\$265.00
Information Technology Specialist	\$244.00
Systems/Tech Manager	\$336.00
Senior Systems Tester	\$284.00
Systems Tester	\$188.00
Planning Director	\$363.00
Planner - Senior	\$311.00
Planner IV	\$249.00
Planner III	\$195.00
Planner I/II	\$129.00
Public Information Specialist Manager	\$270.00
Public Information Specialist Senior	\$211.00
Public Information Specialist	\$138.00
Project Control Specialist - Senior	\$315.00
Project Control Specialist	\$150.00
Scheduler - Senior	\$339.00
Scheduler IV	\$179.00
Scheduler III	\$128.00
Administrative/Clerical	\$129.00

6.7

Attachment C

Form of Contract Exceptions

Appendix B - Contract Exceptions

Section	Title	Proposed Exceptions / Modifications	Comments
Article 1	Consultant's Services	<i>The Consultant shall perform to the same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.</i>	Standard of care is missing from this agreement. Please see recommended language. This is the industry standard and ensures insurability.
Article 2	Compensation; B. Work Authorizations	...or at the sole discretion of the Mobility Authority.	As written, this is unilateral. This should be mutual.
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 old at the time of the invoicing.	
Article 2	Compensation; G. Effect of Payments	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.	
Article 2	Compensation; Time and Place of Payment	<i>If the Mobility Authority objects to any invoice submitted by the Consultant, the Mobility Authority shall so advise the Consultant in writing giving reasons therefor within 7 days of the Mobility Authority's receipt of the invoice. If any invoice submitted by the Consultant is disputed by the Mobility Authority, only that portion so disputed may be withheld from payment at which time the Mobility Authority shall immediately reimburse the Consultant for any outstanding amounts due with respect thereto.</i>	If there are any objections to an invoice, HNTB would like to be notified so we can make sure it's corrected and re-submitted in time for prompt payment.

Contract Exceptions Form, *CONTINUED*

Section	Title	Proposed Exceptions / Modifications	Comments
Article 4	Termination for Default	...expeditious and efficient <i>professional</i> manner and in full compliance with <i>the Standard of Care as set forth in</i> 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. <i>The Consultant may terminate this Agreement, in whole or in part, upon written notice to the Mobility Authority if the Mobility Authority 1) Defaults on its obligations under this Agreement; 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement; or 3) Suspends the project for more than 180 days due to reasons beyond the control of the Consultant.</i>	
Article 5	Optional Termination by Mobility Authority; A. Generally	<i>Consultant shall not be liable for any errors or omissions contained in the deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.</i>	

Contract Exceptions Form, *CONTINUED*

Section	Title	Proposed Exceptions / Modifications	Comments
Article 7	Suspension or Modification of Services; Delays and Damages	<i>Neither the Mobility Authority nor Consultant shall be considered in default of this Agreement or any Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; COVID-19 related restrictions, quarantine, war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Mobility Authority or Consultant under this Agreement or any Work Authorization. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.</i>	Missing Force Majeure
Article 11	Ownership of Reports; A. Generally	...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, <i>upon full payment therefore</i> . The Mobility Authority hereby grants the Consultant a revocable...	

Contract Exceptions Form, *CONTINUED*

Section	Title	Proposed Exceptions / Modifications	Comments
Article 11	Ownership of Reports; 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, <i>upon full payment therefore</i> , 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.	
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, <i>actual</i> costs or liabilities of any type or nature and by or to any persons whomsoever, <i>to the extent caused by</i> the arising from the consultant's <i>negligent</i> 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, <i>actual</i> 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.	Indemnity obligations in professional services agreements must be negligence-based to be insurable. Edits ensure insurability. "Agents" is too broad and ambiguous.

Contract Exceptions Form, *CONTINUED*

Section	Title	Proposed Exceptions / Modifications	Comments
Article 15	Mobility Authority Indemnified	<i>Neither party shall be liable to the other party for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, consequential, incidental, indirect or exemplary damages whether a claim for any such loss arises out of breach of contract, warranty, tort (including negligence), strict liability, indemnity, or another theory.</i> <i>Consultant's total aggregate liability under this Agreement shall be the lesser of the amount payable under the applicable insurance or two times the amount of the compensation received by the Consultant.</i> <i>To the fullest extent permitted by law, the total aggregate liability of the Consultant and its subconsultants to the Mobility Authority for all claims, judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by the Consultant under this Contract.</i>	Recommended Limitation of Liability Language. Recommended Consequential Damages Language.
Article 16	Conflict 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 <i>knowingly</i> 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.	HNTB does not warrant their professional services.

Contract Exceptions Form, *CONTINUED*

Section	Title	Proposed Exceptions / Modifications	Comments
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, <i>and Consultant shall exercise its reasonable efforts to perform the services according to the Standard of Care and following the project schedule.</i> 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.	This provision increases the standard of care for timing. Advise adding language that states that HNTB shall use reasonable efforts that fall within the standard of care to meet the timing of this project.
Article 34	<i>Right to Rely</i>	<i>Consultant may reasonably rely on any documents, information and materials provided by the Mobility Authority. The Mobility Authority represents that the Consultant's use of such documents, information or materials will not infringe upon any third party's rights.</i>	Recommended Right to Rely language. Contracts should allow HNTB rights to rely on information that is provided by the client.
<i>Recommended Addition:</i> Article 35	<i>Disputes</i>	<i>In the event of a dispute between the Mobility Authority and Consultant arising out of or related to this Agreement, or any Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.</i>	

6.8

Attachment D Financial Statement

6.8 Financial Statements

Please see separate PDF for Attachment D – Financial Statements.

EXHIBIT “E”**CONSULTANT RATE SCHEDULE**

Key Personnel	Hourly Billing Rate
Principal	\$ 559.00
Program Manager	\$ 392.00
Technical Advisor - Senior	\$ 586.00
Technical Advisor - Tolls	\$ 531.00
Technical Advisor - Systems	\$ 440.00
Technical Advisor	\$ 406.00
Task Manager - Senior	\$ 457.00
Task Manager	\$ 330.00
Quality Manager	\$ 339.00
Technician - Senior	\$ 317.00
Technician	\$ 217.00
Project Manager - Tolls	\$ 400.00
Senior Toll Specialist	\$ 368.00
Toll Specialist	\$ 211.00
Senior Information Technology Specialist	\$ 265.00
Information Technology Specialist	\$ 244.00
Systems/Tech Manager	\$ 336.00
Senior Systems Tester	\$ 284.00
Systems Tester	\$ 188.00
Planning Director	\$ 363.00
Planner - Senior	\$ 311.00
Planner IV	\$ 249.00
Planner III	\$ 195.00
Planner I/II	\$ 129.00
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