



August 26, 2026 AGENDA ITEM #12

Discuss and consider approval of an agreement with LJA Engineering, Inc. 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 LJA Engineering, Inc. may

include the following key elements: systems implementation and technology; strategic planning and innovation; business intelligence and quality assurance; and program governance and advisory. Engineering services are expressly excluded from the scope of services.

LJA Engineering, Inc. will provide services at the direction and supervision of the Mobility Authority, working collaboratively with the Mobility Authority's other consultants. These specific services to be performed will be outlined in work authorizations executed by the Executive Director.

The initial term of the agreement with LJA Engineering, Inc. is two years with two one-year renewal options. The agreement may be terminated with a 60-day notice or if mutually agreed to by both parties.

Previous Actions & Brief History of the Program/Project: In June 2026, the Mobility Authority's Board of Directors authorized the Executive Director to negotiate with the most highly qualified providers, based on the ranked shortlist of firms, for general systems consultant (GSC) services. If the Executive Director could not agree on the terms of a contract with the most highly qualified providers, the Board authorized the Executive Director to negotiate a contract with the next most highly qualified provider.

Financing: General systems consulting services will be funded from a variety of sources, including the Operating Budget, Capital Budget, and Project Funding, depending on the work performed.

Action requested/Staff Recommendation: Staff recommends approval of the agreement with LJA Engineering, Inc. for general systems consulting services.

Backup provided: Draft resolution
Signed agreement

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

RESOLUTION NO. 26-0XX

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

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

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

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

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

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

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

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

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

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

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

**AGREEMENT FOR
GENERAL SYSTEMS CONSULTANT SERVICES**

This Agreement for General Systems Consultant Services ("Agreement") is made and entered into by and between the Central Texas Regional Mobility Authority ("Mobility Authority"), a regional mobility authority and a political subdivision of the State of Texas, and LJA Engineering, INC., a Professional Services Firm (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**:*

LJA Engineering, Inc
2700 La Frontera Boulevard, Suite 200
Round Rock, TX 78681
Attention: Ron Fagan

*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**

LJA Engineering, INC.

By: _____
James M. Bass, Executive Director

By: Ronald A. Fagan
Ron Fagan, Vice President Tolling

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 [____], a [____] (the “Consultant”), to be effective the [____] day of [____], 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 [____], 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**:

[ADDRESS AND CONTACT INFORMATION]

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**

[CONSULTANT]

By: _____
James M. Bass, Executive Director

By: _____
[CONSULTANT]

EXHIBIT “D”

CONSULTANT’S PROPOSAL



Central Texas Regional Mobility Authority

General Systems Consulting Services



May 11, 2026

LJA Engineering, Inc.



Cover Letter

May 11, 2026

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

1.C. Point of Contact

Darby Swank
Vice President
512.357.8723
jswank@lja.com

Re: General Systems Consulting Services

Dear Mrs. Brown,

LJA Engineering, Inc. is pleased to submit our qualifications in response to the Central Texas Regional Mobility Authority's General Systems Consulting Services Request for Qualifications.

In July 2025, LJA Engineering acquired Fagan Consulting, LLC, creating a unique opportunity to combine the long-standing institutional knowledge and trusted service the Authority has relied upon with the expanded resources, technical depth, and transportation capabilities of LJA Engineering throughout Central Texas and beyond.

For many years, Fagan has valued its relationship with the Authority and the opportunity to support CTRMA's evolving tolling and technology programs. That commitment continues today as part of LJA Engineering. While we are proud of our history supporting CTRMA, our focus remains firmly on the future and on continuing to deliver measurable results, strategic guidance, and operational excellence to the Authority. Several members of our team have supported CTRMA since 2005 and remain actively engaged in supporting your programs today and going forward.

Over the past several years, our team has successfully delivered and supported numerous critical initiatives for CTRMA, including:

- Designing, deploying, and continuing to enhance the Data Platform System (DPS), providing a stable and scalable operational foundation capable of supporting CTRMA's growing system and data needs
- Leading procurement and implementation efforts for roadside tolling integrators, including transition planning, operational coordination, and support for critical roadway opening milestones
- Guiding procurement and implementation of CTRMA's Pay By Mail back-office solution, working collaboratively with Authority staff to align the platform with operational objectives and long-term strategic goals
- Supporting multiple roadside systems procurements and technology evaluations to help CTRMA identify and implement best-fit solutions for future operational needs
- Providing experienced subject matter experts and program leadership to coordinate technical resources, schedules, and stakeholder engagement across complex initiatives
- Conducting comprehensive system audits and transaction reviews involving hundreds of thousands of transactions and images to validate system performance, operational integrity, and reporting accuracy
- Delivering transaction processing and fee analysis reporting that provides actionable operational and financial insight to support informed decision-making



- Advancing Intelligent Transportation Systems (ITS) initiatives focused on improving operational efficiency, roadway performance, and customer experience
- Serving as a trusted advisor to CTRMA leadership and staff by aligning technology initiatives, operational priorities, and long-term strategic objectives

One of the greatest advantages our team brings to CTRMA is immediate operational readiness and continuity. LJA understands the Authority's systems, operational environment, business processes, and strategic direction because we actively support them today. This continuity reduces onboarding risk, accelerates response times, and allows CTRMA to immediately leverage experienced resources with direct knowledge of your programs and objectives.

Combined with LJA Engineering's full-service transportation capabilities, expanded technical resources, and long-term commitment to the Central Texas market, our team is uniquely positioned to continue supporting CTRMA as a trusted General Systems Consultant partner. We appreciate the opportunity to submit our qualifications and look forward to continuing our support of the Authority's mission and future initiatives.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Swank', is positioned to the left of the circular portrait photo.



Darby Swank
Vice President

1.a-b. LJA Engineering, Inc. (LJA) acknowledges and accepts the requirements and terms of this RFQ and affirms our understanding of the submittal requirements outlined herein.

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Attachment A

Responses to Section 6

A. Firm Information

Firm Name: LJA Engineering, Inc.

Legal Entity: S Corporation

Date Established: June 29, 2011

Ownership and Corporate Structure

- 95% Employee Stock Ownership Plan (ESOP)
- No individual owns 5% or more of the firm

Corporate Officers

James D. Ross, President
Susan D. Alford, Secretary
Jason Kelly, Treasurer
David L. Anderson, Sr. Vice President
Tyler S. Marchman, Vice President
David Baylor, Manager
Kim Kauffman, Sr. Vice President
Brian K. Upson, Sr. Vice President
Steven Burkholder, Vice President
Ralph J. Rhodes, Vice President
Brent Guillot, Vice President
Dominick J. Amico, Senior Vice President
George Hackney, Vice President
Edward Tryka, Vice President
James Carr, Vice President
Thirulokesh Krishnan, Vice President
Robert Hickman, Sr. Vice President
Nick Mansfield, Vice President
Steve Martin, Vice President
Jeffrey J. Newton, Vice President
John T. Townsend, Vice President
Scott E. Grossman, Vice President

Board of Directors

Jason Kelly, Director
James D. Ross, Director and Chairman
Jeff T. Cannon, Director
Susan D. Alford, Director

Primary Office Location

12700 La Frontera Boulevard, Suite 200
Round Rock, Texas 78681

Primary Contact

Darby Swank, Vice President
512.357.8723 | jswank@lja.com

Firm Overview

LJA is a U.S.-based multidisciplinary engineering and consulting firm founded in 1972. As an employee-owned company, LJA is committed to delivering innovative solutions and exceptional service to public and private sector clients. The firm employs more than 3,000 professionals across over 90 offices nationwide and provides more than 300 services across seven areas of expertise. LJA is a Texas-based corporation with executive leadership responsible for corporate governance, strategic direction, and operational oversight.

LJA provides transportation and technology consulting services that support the planning, procurement, implementation, and operation of complex transportation systems. In July 2025, LJA expanded its tolling and intelligent transportation systems capabilities through the acquisition of Fagan Consulting, LLC, a wholly owned subsidiary based in Austin, Texas. Fagan Consulting brings specialized expertise in toll operations, procurement support, back office systems, testing, business rules, and program management.

Together, LJA and Fagan Consulting support the full lifecycle of tolling and mobility programs, including planning, procurement, implementation oversight, quality assurance, operations optimization, data analytics, and program management. The team has supported toll agencies across Texas and nationwide and has served as the General Systems Consultant for multiple CTRMA initiatives since 2005. This long standing relationship provides continuity, institutional knowledge, and a strong understanding of CTRMA systems, operations, and strategic goals. The team also brings leadership experience across toll agencies, concessionaires, integrators, and consulting organizations, supporting interoperability initiatives and emerging technologies aligned with national standards.

B. Sub-Consultants

LJA has assembled a team of specialized subconsultants to support the delivery of services under this contract. These firms provide complementary expertise in toll systems, emerging technologies, and staffing support.

LJA Subconsultant

Subconsultant	Legal Entity	Location	Role	% of Work
HTC	HTC Global Services, Inc.	3270 West Big Beaver Road, Troy, MI 48084	Enterprise Architecture and Business Advisory	50% within role
North Highland	The North Highland Company, LLC	5950 Sherry Ln. Suite 415 Dallas, TX 75225	Network Communications and General Consulting Services	50% within role



HTC Global Services, Inc.

HTC is a certified Minority Business Enterprise (MBE) and a global provider of IT and business process services. The firm holds CMMI ML 5, ISO 9001, and ISO 27001 certifications, supported by a strong Quality Management System that ensures reliable, standards-compliant deliverables.

With more than 35 years of experience and a team of over 12,000 professionals, HTC delivers value-driven solutions to public and private clients worldwide through project-based and strategic staffing.

Core capabilities include Managed Services; Testing and Quality Assurance; Application Development and Maintenance; Data and AI; Managed Hosting; Call Center Support; Mobility and Digital Marketing; and hardware and software resale. HTC serves clients across North America, Europe, the Middle East, and Asia Pacific through 12 delivery centers and operates a LEED-certified data center in Troy, Michigan.

For this engagement, HTC will support CTRMA's TOMS ecosystem with enterprise architecture, procurement advisory, and strategic business advisory services, including enhancements, key tolling functions, program management, and ongoing support to CTRMA leadership, partners, and vendors.



North Highland

North Highland is a global management consulting firm specializing in change and transformation, helping organizations move from strategy to execution with a focus on delivering measurable, lasting results. Founded in 1992 and headquartered in Atlanta, Georgia, North Highland operates across North America and Europe, serving public and private sector clients with a strong emphasis on practical, implementation-focused consulting.

North Highland is recognized for its ability to partner closely with clients to design and deliver complex transformations, with services spanning strategy, technology and digital enablement, data and analytics, customer experience, and program and project management. Their approach emphasizes pragmatic solutions that align with each organization's culture, workforce, and operational environment, ensuring that change is not only designed effectively but successfully adopted and sustained.

Within this engagement, North Highland will support CTRMA in network communications and general consulting services, including architecture, security, and field-to-back-office connectivity, as well as policy development, legislative support, and organizational restructuring.

6.2. Firm Organization, Key Personnel, and Procedures



A. Organizational Structure and Key Personnel

Figure 1 presents the LJA organizational structure of key personnel for CTRMA.

Dedicated Project Leadership for CTRMA

LJA is proposing Jeff Saurenmann from Fagan Consulting as our project manager. Jeff has over 20 years of project management experience, including 18 years of toll system experience. He is a Project Management Professional (PMP) certified through the Project Management Institute (PMI). Jeff is the current project manager for LJA GSC services with CTRMA. Additionally, Steve Doolin from Fagan Consulting will provide Executive Oversight. Steve's experience with and knowledge of the CTRMA operations will ensure all efforts by the team support the CTRMA goals and strategic vision.



Figure 1: LJA Organizational Chart

B. Key Personnel Resumes



Darby Swank

Principal-in-Charge

30 Years of Experience

Summary

Darby has directed several of the largest and most complex open road tolling (ORT) and all-electronic tolling (AET) projects in the country. Projects delivered successfully under his leadership include the MTA Bridges and Tunnels toll collection program, the New York State Thruway Authority (NYSTA) All-electronic Tolling System Project, Port Authority of New York and New Jersey (PANYNJ) Multi-facility Toll Collection System, Washington State Department of Transportation (WSDOT) Cashless Tolling System, Central Texas Regional Mobility Authority (CTRMA) toll integration program and subsequent all-electronic conversion, Cameron County Regional Mobility Authority (CCRMA) ORT project, the Northeast Texas Regional Mobility Authority (NETRMA) ORT Project, and the Orange County Transportation Authority (OCTA) toll integration and back-office system.

Education

Master's in Leadership, Georgetown University, McDonough School of Business

BBA, Marketing, University of Texas at Arlington

Relevant Sample Experience

Quarterhill (formerly Electronic Transaction Consultants, Chief Operating Officer, Frisco, TX

– Responsible for driving company success through effective operational management and organizational growth. Key strengths include strategic planning and efficiency, navigating political landscapes, cultivating customer relationships, and fostering project delivery teams dedicated to delivery of critical client projects. Darby led the implementation of program efficiencies to include automated labor analysis, resource utilization, project completion and milestone management against P&L.

Electronic Transaction Consultants (ETC), Dallas, TX

– Chief Operations Officer. Responsible for driving company success by effectively managing operational and organizational growth and demonstrating a keen grasp of industry dynamics.

Kapsch Trafficcom, Austin, TX

– Responsible for the management of all North American Toll Solutions including development, oversight of technology and software development, testing, and maintenance. Responsible for a \$50M budget with annual revenue generation of \$135M, generating a revenue increase 30% over the previous year. Responsible for staffing, staff development, goal setting, and team building for a 160-person staff. Successfully managed the Tolling Division including technology and operations. Managed the vision and execution of \$2.5 Million in R&D projects and advanced technology development including the first Dynamic Pricing Application in North America, Video Image Processing System, and a web based Remote Operations and Maintenance System. Responsible for building and maintaining client, stakeholder, and key political relationships.



Jeffrey Saurenmann, PMP

Program Manager

20 Years of Experience



Summary

Jeff is a client focused, self driven leader supporting public and private sector organizations in the tolling and transportation systems market. He provides program and project management for AET and HOT initiatives, aligning technical performance, operational needs, and owner objectives. His experience includes business analysis, SDLC oversight, systems and data analysis, testing and requirements verification, and end to end project delivery. Jeff regularly supports vendor oversight, contract management, procurement, and proposal development to manage risk, control costs, and improve processes. He is known for a collaborative approach and for guiding complex system implementations while maintaining accountability across multidisciplinary teams.

Education

BBA, Management Information Systems, University of Texas

Certification

Project Management Professional, No. 1455208

Relevant Sample Experience

CTRMA, Toll System Integrator and Data Platform Host Procurements, Austin, TX –

Project Manager. Provided technical support and project management for major toll system procurements, leading development of RFP artifacts, technical requirements, SLAs, and client workshops. Guided adoption of a COTS-based approach to support scalable and compliant toll system implementation.

CTRMA, Pay by Mail Receivables, Austin, TX –

Procurement Lead. Authored and managed the Pay by Mail Receivables RFP, coordinated contractor communications, evaluated and scored proposals, and supported selection and contract award. Ensured procurement alignment with operational and revenue objectives.

CTRMA, Toll System Cost and Revenue Analysis, Austin, TX –

Financial and Technical Analyst. Developed cost per transaction analyses for video and transponder-based tolling and evaluated financial impacts of new operations contracts. Modeled revenue impacts associated with alternative violation fee structures to support strategic decision-making.

CTRMA, Roadside and Back Office Toll Systems Support, Austin, TX –

Systems Advisor. Provided ongoing oversight of roadside and back-office systems including contractor performance, data analysis, and participation in maintenance and project meetings. Delivered recommendations to resolve operational, technical, and contractual issues.

TxDOT, Back Office System and Operations, Austin, TX –

Technical Lead. Supported development of the BOS and Operations RFP including business rules, technical requirements, data migration planning, and interface definition. Provided leadership across procurement and implementation phases.



Steve Doolin

Executive Oversight

26 Years of Experience



Summary

Steve is a Senior Transportation Systems Consultant and Partner with Fagan Consulting, a practice focused exclusively on the tolling systems market. He supports tolling agencies with the planning, design, testing, and implementation oversight of ETC programs, providing support across procurement, RFP development, systems auditing, and O&M oversight. Steve works closely with agencies to deliver full ETC deployments, including roadside systems as well as back office systems. His approach emphasizes clear requirements definition, coordinated SI oversight, and disciplined implementation across multi vendor environments. As a recognized subject matter expert in systems testing, Steve brings deep expertise in hardware and software specifications and validation for AET, HOT, managed lane, reversible lane, and mixed use lane facilities. He has also supported upgrades and enhancements to operating toll facilities, helping agencies integrate new technologies within legacy environments while ensuring testing plans are well documented, repeatable, and rigorously executed.

Education

BS, Electrical Engineering, University of Louisville

Relevant Sample Experience

Bay Area Toll Authority ORT Conversion Program, Bay Area Toll Authority, San Francisco, CA

– Project Manager. Led system requirements development, RFP and SOW support, and consultant oversight through final procurement for the ORT conversion of seven Bay Area bridges. Directed change order requirements and testing scenarios and is leading design, testing, and implementation activities, including a temporary ORT deployment at the Richmond–San Rafael Bridge.

290S and 183S Toll Systems, Central Texas Regional Mobility Authority, Austin, TX

– Systems Testing and Commissioning Lead. Provided independent oversight of commissioning, operational, and communications testing to validate system performance and SLA compliance. Developed and reviewed technical and testing requirements for roadside systems, analyzed test data, and delivered audit reports supporting procurement and deployment decisions.

I-85 HOT Lanes ETC System, Georgia State Road and Tollway Authority, Atlanta, GA

– Systems Engineering and Requirements Management Lead. Supported system design, FAT, SAT, commissioning, and ongoing performance monitoring with a focus on requirements traceability and integrator SLA compliance. Led development of agency-wide business rules and ensured their successful migration to newer managed lanes facilities.



Mark Moser

ITS Technical Lead

13 Years of Experience



Summary

Mark is an experienced project manager with a background in field operations, systems engineering, and project delivery within the electronic tolling and ITS markets. Prior to joining Fagan Consulting, he served in senior leadership roles for toll system integrators, where he directed field operations, safety programs, systems engineering activities, installation, and O&M functions. His experience includes overseeing electrical, mechanical, and civil hardware engineering efforts, managing regional project managers, and coordinating the delivery of complex multi site deployments. Mark has led the development of new O&M models, including detailed installation schedules and scopes of work, supporting improved predictability, safety, and operational performance. Mark manages resources, scope, and financial controls to support successful project outcomes while maintaining compliance with safety and engineering standards. His background spans technical support, systems engineering, and maintenance management, enabling him to lead cross functional teams, mentor staff, and drive operational efficiency in high stakes, mission critical environments.

Education

AS, Electronics/Computer Systems Technology, Microcomputer Technology Institute

Relevant Sample Experience

Field Operations and Safety Leadership, Dallas, TX

– Director of Field Operations and Safety. Oversaw systems engineering, safety, installation, and end to end operational maintenance for tolling and ITS programs. Led installation scheduling, design improvements, subcontractor scopes, and resource planning to improve efficiency, reduce software demand, and strengthen bid and project financial planning.

North American Field Services Operations, Austin, TX

– Director of Field Services. Directed field services planning, resource allocation, and hardware engineering while ensuring timely, high quality delivery of design and proposal documentation. Established procurement and configuration teams, achieved significant cost savings, strengthened escalation and KPI management, and oversaw FAT test sites and facility planning.

Systems Engineering and Installation Operations, Austin, TX

– Director of Systems Engineering and Installation and Maintenance Operations. Led regional engineering and operations teams, managed schedules and resources, and established workflows and quality controls for technical documentation and design packages. Oversaw large multidisciplinary teams and budgets to improve asset utilization, maintenance performance, compliance, and long term operational reliability.



Mario Barrera Jr.

Technical SME

26 Years of Experience



Summary

Mario is a seasoned tolling and ITS professional specializing in roadside installation, maintenance, and field operations. He has led large scale deployments and FAT efforts across diverse operating environments in the continental United States and Puerto Rico, supporting agency programs for CTRMA, WSDOT, RITBA, and PRHTA. His expertise includes subcontractor management, SI coordination, predictive maintenance strategies, and QA/QC for mission critical roadside systems. Mario brings a practical, field informed perspective to complex deployments, ensuring installation activities align with system requirements, safety protocols, and long term operational goals. Throughout his career, he has worked with multiple system integrators and consistently delivered dependable, high quality roadside solutions. His leadership supports resilient infrastructure, efficient maintenance programs, and sustained tolling system performance.

Relevant Sample Experience

Field Installation Oversight and Coordination, Austin, TX

– Senior Installation Manager. Led subcontractor installation teams and managed scope development, pricing reviews, scheduling, and quality assurance for field services. Served as a key liaison between engineering, software, project management, and client stakeholders to support coordinated delivery.

Nationwide Tolling and ITS Installations

– Senior Installation Manager. Directed installation efforts from RFP development through full system implementation for major tolling and ITS programs. Managed FAT activities, streamlined installation procedures, and provided leadership on complex, high profile projects to ensure quality, schedule, and performance objectives were met.

Installation and Maintenance Operations, Austin, TX

– Installation and Maintenance Manager. Oversaw system installations and maintenance programs across multiple facilities while implementing predictive maintenance best practices. Managed daily work planning for internal teams and subcontractors and supported FAT and ongoing operations to improve system reliability.

Transportation and Tolling System

Deployments, Austin, TX – Installation and Maintenance Supervisor. Managed daily installation and maintenance activities, supervised field technicians, and coordinated schedules across multiple project sites. Led installation efforts on large scale transportation and tolling systems while providing on site maintenance support to ensure operational continuity.



Ryan Raya, PMP

Tech SME

13 Years of Experience



Summary

Ryan is a toll systems and operations program manager supporting AET, managed lanes, and traditional tolling programs. Since joining Fagan Consulting, he has led BOS and Intelligent Roadside Systems efforts on SH 130, LBJ, and NTE, including HOV mobile application integration, and previously managed ITS and toll system design for the I 66 corridor, recognized by VDOT for innovation. His experience spans managed lanes, dynamic pricing, and ETC systems, with responsibilities that include procurement support, development and testing oversight, change order management, and contract negotiations. Ryan also brings strengths in BOS and ITS requirements development, vendor supervision, P3 coordination, and system enhancements such as CRM and ERP, helping operators align technical delivery with operational goals.

Education

MA, International Commerce, George Mason University

BA, Economics, Elon University

BA, Sociology, Elon University

Certification

Project Management Professional, No. 3696188

Relevant Sample Experience

Regional Toll System Implementation Advisory, San Diego, CA – Transportation Systems Consultant.

Provided program level advisory support for regional BOS implementation, leading governance coordination, contractor management, and go live readiness. Supported compliance, data migration, accounting, testing, training, and risk mitigation to align IT, finance, and operations.

Commercial Back Office System Procurement,, Atlanta, GA – Toll Systems Analyst. Conducted

functional assessments of legacy BOS platforms and led development of a best practice driven procurement RFP. Applied innovative evaluation techniques including demonstrations and proof of concept to reduce risk and implementation cost.

Roadside Gantry System Assessments, Oklahoma, OK – Technical Assessor. Performed lane

and gantry audits to evaluate system health and identify potential sources of revenue leakage and operational inefficiencies. Delivered findings to support maintenance and corrective action planning.

Pay by Plate Procurement and Roadside Oversight, Austin, TX – Supported development

of Pay by Plate procurement documents and managed roadside contractor audits, test plans, SLA performance, and go live activities. Provided ongoing oversight of maintenance reporting and operational readiness.

Back Office System Transition and Partner Integration, Rancho Viejo, TX – Project Manager.

Led transition to a new BOS by coordinating partner onboarding, schedules, task tracking, and risk management. Updated concepts of operations to support system integration and continuity.

**Jamir Jackson**

Data Analyst

7 Years of Experience**Summary**

Jamir is a business analyst supporting tolling and transportation systems programs with a strong foundation in electrical and computer engineering. Since joining Fagan Consulting, he has contributed to ETC and ITS initiatives by applying technical insight to business and systems analysis activities. His work includes detailed technical analysis, risk identification, and development of practical mitigation strategies to support informed decision making. Jamir takes a proactive approach to issue resolution, helping teams develop solutions that align technical requirements with client objectives. Jamir also supports system testing and implementation activities, working alongside project teams to promote smooth deployment and reliable system performance. His combined technical and analytical perspective strengthens delivery teams and supports successful outcomes across complex tolling system environments.

Education

BS, Electrical and Computer Engineering, Tennessee State University

Relevant Sample Experience**CTRMA Toll Transaction Audits and Data Automation, Central Texas Regional Mobility Authority, Austin, TX**

– Tolling Data Analytics and Audit Lead. Managed end-to-end lane audit programs, including video-based transaction validation, KPI analysis, contractor coordination, and executive reporting to surface discrepancies, operational risks, and revenue leakage trends. Automated large-scale AVI, AVC, and AVD data processing with Python and SQL and built standardized dashboards and workbooks to improve audit consistency, data transparency, and daily monitoring of irregularities.

Electrical Engineering Patent Prosecution Support, Michael Best and Friedrich LLP, Nashville, TN

– Patent Research Analyst. Conducted patentability and prior art searches and supported drafting and revision of patent claims and specifications. Analyzed office actions and provided technical and legal support to advance patent prosecution and protect intellectual property.

Legislative Research and Data Analytics, Tennessee State Capitol, Nashville, TN

– Policy Analyst. Performed legislative research and advanced data analysis to identify trends across healthcare, education, and infrastructure policy areas. Produced reports and briefs that directly supported informed decision making and contributed to successful passage of multiple legislative bills.

Legislative Data Analysis and Stakeholder Coordination, Tennessee State Capitol, Nashville, TN

– Research and Communications Analyst. Collaborated across departments to translate complex data into clear visual and written materials for legislators and the public. Demonstrated leadership and adaptability while supporting cross office initiatives and receiving formal recognition for exemplary service.



Cori Sutherland

Contracts, Requirements, and Testing

17 Years of Experience



Summary

Cori is a transportation professional specializing in tolling systems, with experience spanning agency staff and consulting roles. Her work covers the full lifecycle of toll programs, from systems procurement through implementation, testing, and ongoing performance monitoring. Her expertise includes project and program management, toll collection operations analysis and improvement, toll systems procurement and testing, complex data analysis, and business requirements development. Cori also supports system performance evaluation and implementation strategies that align operational needs with agency objectives. Cori brings additional strengths in financial monitoring, auditing, strategic planning, transportation policy research, and government relations. Her background enables her to support data driven decision making while guiding agencies through complex technical, operational, and regulatory environments.

Education

BA, Government and Business Administration with Special Honors, University of Texas

MPA, Master of Public Affairs, University of Texas

Relevant Sample Experience

NET RMA, Roadside Toll System Replacement, Northeast, TX

– Project Manager. Oversaw the replacement of the roadside toll system, including document review and approval, testing, installation, maintenance, KPI tracking, invoice review, and overall coordination. Managed the transition of the back-office system, including requirements verification, ICD and schedule reviews, and testing. Provided ongoing operational support, including managing the habitual violator process, resolving customer and system issues, and performing reconciliation services.

CTRMA, Roadside System Replacement and Operational Support, Austin, TX

– Operations Support. Provided operational support since 2013, including oversight of roadside system replacement implementation. Drafted RFI and RFP documents for the Electronic Toll Collection System, including technical requirements, pricing, and evaluation criteria. Managed procurement of a General Systems Consultant and supported toll enforcement, court collections, system/data issue resolution, reconciliation services, and interoperability troubleshooting. Authored Project Management and Engineering Plans for new toll roads.

ORT ETCS Upgrade Project, Richmond, VA

– Project Manager. Led the upgrade of the Open Road Tolling Electronic Toll Collection System (ORT ETCS), managing all aspects of project delivery including documentation review, system integration with the VDOT back office, test script approval, and system testing. Also managed the RFP development and procurement process.

Toll System Design and Operations Oversight, El Paso, TX

– Project Manager. Directed design, installation, integration, and operations of the tolling system. Oversaw toll collections, policy development, reconciliation processes, performance audits, and coordination with back office providers to ensure revenue accuracy and operational integrity.



Amy Bishop

Business Rules

19 Years of Experience



Summary

Amy is a transportation systems consultant and business analyst supporting tolling agencies across the full Software Development Life Cycle (SDLC). She works with clients from early planning and requirements definition through design, testing, system migration, implementation, and ongoing operations, bringing a strong understanding of ETC systems from roadside components through back office platforms. Her experience includes proposal development and review, gap analysis, business and system rules, requirements development, testing, performance management, operational execution, training, and system maintenance. Amy regularly supports agencies during system transitions and enhancements, helping align technical solutions with operational and customer service needs. Amy brings deep familiarity with CSC operations, online customer platforms, IMS, DPS, IPS, TPS, customer account management, VPS, IOP, TFH, and reporting systems. Her background also includes MOMS, roadside CCTV, and tolling field equipment, enabling her to support integrated, end to end toll system solutions.

Education

BBA, Management Information Systems, Texas Tech University

BBA, Marketing, Texas Tech University

Relevant Sample Experience

Back Office Procurement and Business Rules Development, Chicago, IL

– Business Analyst. Led development of business rules and requirements documentation in support of a new back office procurement. Developed and maintained the Requirements Traceability Matrix to ensure alignment across requirements, design, and testing.

TxTag Back Office Data Recovery, Austin, TX

– Business Analyst. Supported recovery and validation of legacy back office data not migrated to the current system. Coordinated with operations and customer service teams to execute data queries and validate results for accuracy and completeness.

Multi Agency Back Office Implementation Support, New York, NY

– Business Analyst. Supported documentation review, testing, and traceability for a new regional back office solution serving multiple agencies. Coordinated with vendors to ensure business rules, design documents, and test cases were fully traceable to requirements.

Roadside and Back Office Toll System Implementation, Atlanta, GA

– Business Analyst and Testing Lead. Supported roadside toll system implementation through testing oversight, documentation review, go live, and post go live activities. Led business rules development and RFP support for a new back office system and maintained requirements traceability through implementation.

Back Office Procurement and Vendor Oversight, Austin, TX

– Business Analyst. Developed business rules and supported RFP development for new back office procurements. Provided design and testing oversight, supported vendor selection, and maintained requirements traceability and documentation through implementation.



Megan McLain, PMP

Policy and Law

14 Years of Experience



Summary

Megan is a transportation systems consultant with extensive experience leading complex tolling programs. Before joining Fagan Consulting, she played a central role at the Kentucky Transportation Cabinet on the Ohio River Bridges Project, supporting the creation of a new toll system from inception. She led toll policy development, stakeholder coordination, and bi-state collaboration with Indiana on the RiverLink system. Megan managed procurements, drafted and evaluated RFPs, and administered contracts to meet schedule and performance goals. She also served as primary advisor to the Kentucky Public Transportation Infrastructure Authority, supporting board operations, financial reporting, and strategic decision-making. Her experience includes FHWA coordination, environmental justice compliance, interoperability agreements, financial controls, and involvement in TIFIA and bond financing. Her legal background strengthens integration of technical, contractual, financial, and governance considerations.

Education

BA, Social Relations, Michigan State University

Juris Doctor, University of Kentucky

Certification

Project Management Professional, No., 2974646

Relevant Sample Experience

E ZPass Interoperability Program, Atlanta, GA –

Interoperability Lead. Led negotiations with E ZPass Group leadership and coordinated with member agencies to complete transponder issuance, file exchange strategies, and full interoperability testing. Directed connectivity efforts to achieve successful network integration.

Violation Enforcement System Readiness, Alexandria, VA –

Operations Readiness Lead. Coordinated business operations, testing, and technical teams to prepare for deployment of a new violation enforcement system. Developed training plans, SOPs, business rules, and shadow operations to ensure operational readiness and incorporate frontline feedback.

RiverLink Toll System Procurement and Implementation, Louisville, KY –

Program Lead. Led back office scope and requirements development for two major toll system procurements and managed full system implementation. Oversaw system design, testing, deployment, and hyper care to deliver a stable and operationally ready tolling system.

RiverLink Toll System Operations and Maintenance, Louisville, KY –

Operations and Maintenance Manager. Directed post implementation operations including vendor coordination, KPI monitoring, and performance reporting to executive leadership and joint governance boards. Managed toll system operations through COVID related shutdowns while meeting or exceeding all financial and operational obligations.



Chris Tull

Documentation and Audits

25 Years of Experience



Summary

Chris supports tolling programs through the development of technical documentation, training materials, and proposal content that align system design with end user and operational needs. His background includes managing documentation deliverables across the full project lifecycle, from design and testing through implementation and as built turnover. Within the tolling industry, Chris has led documentation and training efforts for system integrators, overseeing proposals, detailed design documentation, test plans and procedures, end user guides, training materials, and as built records. His work emphasizes clarity, consistency, and usability for both technical and non technical audiences. Chris also supports business development activities, contributing to proposal development and procurement efforts. His experience producing structured, high quality deliverables strengthens project execution, training effectiveness, and long term system operations.

Education

BA, English, University of North Texas

Certification

Post Graduate Program in Data Science and Business Analytics, Texas McCombs School of Business, June 2025

Microsoft Azure Fundamentals, Microsoft, April 2020, #989804869

Relevant Sample Experience

Toll System Audits and Procurement Support, Austin, TX

– Toll Systems Analyst. Supported monthly and annual system audits assessing vehicle detection, classification, and identification accuracy. Developed RFPs for toll system integrator replacement and data platform procurements to support long term system performance.

Express Lanes Operations and Audits, Atlanta, GA

– Toll Operations Support Specialist. Provided daily operational monitoring of roadside and host systems including DPS, IPS, TFH, MOMS, and trip reconciliation. Conducted quarterly roadway audits and SLA monitoring across multiple corridors to verify compliance and system accuracy.

Managed Lanes and Back Office Implementations, Atlanta, GA

– Implementation Team Member. Supported implementation and maintenance of managed lanes and hosted back office systems through testing, documentation, and operational readiness. Contributed to successful delivery of multiple roadway upgrade and express lanes projects.

Back Office System Upgrade and Training Delivery, Houston, TX

– Documentation and Training Manager. Supported implementation of a comprehensive BOS upgrade including CSC, host, accounting, reconciliation, dashboards, and reporting integrated with COTS solutions. Led development and delivery of documentation and training programs, resulting in successful onboarding of over 500 users within eight weeks.



Christopher Peters

Documentation

20 Years of Experience



Summary

Christopher is a transportation professional specializing in tolling systems, with experience in project management, procurement, system implementation, and operational analysis. He collaborates with stakeholders to define requirements, streamline processes, and support the successful delivery of complex, technology-driven systems. He leads efforts in vendor selection, system development, and requirements management, including creation of detailed documentation and tools such as Requirements Traceability Matrices to ensure alignment between project needs and system design. His work also includes evaluating operations, identifying efficiencies, and supporting system deployment and acceptance. Christopher brings a structured, detail-oriented approach focused on clear communication, stakeholder coordination, and delivering reliable, well-documented solutions that improve system performance and operational outcomes.

Education

BBA, Business Administration,
Merrimack College, Andover

MBA, Business Administration,
Northeastern University

Certification

Project Management Institute (PMI)

Relevant Sample Experience

Skyway Back-Office System Modernization, Skyway Concessionaire Company, Chicago, IL

– Back-Office Systems Lead. Led procurement, vendor evaluation, and requirements development for a new back-office software system, translating stakeholder needs into clear documentation and a comprehensive RTM to control scope, risk, and cost. Supported successful system deployment in Q4 2024 and ongoing system acceptance activities to transition into long-term maintenance.

Activity-Based Costing Study, Oklahoma Turnpike Authority, Oklahoma City, OK

– Cost and Operations Analyst. Conducted an activity-based cost study to quantify process costs and identify opportunities to improve operational efficiency, business policies, pricing strategies, and strategic partnerships. Delivered actionable insights to support data-driven decision-making and long-term planning.

CSS Back-Office System Implementation, State Road and Tollway Authority, Atlanta, GA

– Systems Integration and Documentation Oversight Lead. Supported procurement, design, and implementation of the CSS back-office system by overseeing CRM, violation enforcement, interoperability, roadside integration, and customer service center operations. Led review and quality control of integrator documentation across design, testing, training, and as-built deliverables to ensure compliance and system readiness.

Chronic Toll Violator Enforcement Technology Study, Central Texas Regional Mobility Authority, Austin, TX

– Technology Research and Advisory Lead. Led a research study evaluating enforcement technologies for chronic toll violators, with a focus on mobile ALPR solutions used by enforcement agencies. Analyzed technical feasibility and operational impacts and delivered recommendations to support informed technology adoption decisions.



Terri Cook

Operations, Call Center, and Collections

34 Years of Experience



Summary

Terri is a results driven professional known for advancing operational performance, financial outcomes, quality, compliance, and customer service through structured processes and people focused leadership. She specializes in developing and implementing procedures, training programs, and workforce planning strategies that elevate large teams to consistent, measurable performance. Her work centers on improving, managing, documenting, and sustaining processes to achieve defined outcomes. Terri is skilled in designing quality and incentive programs, defining and monitoring performance metrics, and addressing complex human resources situations with a thoughtful and practical approach. Terri is also recognized for developing talent from within organizations, fostering accountability, and reinforcing success through clear expectations and constructive feedback. Her ability to align daily operations with organizational vision allows her to influence outcomes at both tactical and strategic levels, while her collaborative communication style supports effective engagement across all levels of an organization.

Education

BS, Computer Science/Business Management, University of Maryland
MS, Administration, St. Michael's College

Relevant Sample Experience

Back Office System Implementation, San Diego, CA

– Consultant. Supported the implementation of a new Back Office System for the I-15 Express Lanes and State Road 125 Toll Operation. Documented the full lifecycle of a toll transaction, from roadside detection to account posting or violation processing. Developed Knowledge Articles and SOPs to support an AI chatbot, knowledge base, and customer service training, integrating existing documentation with new procedures to create a comprehensive knowledge library.

Vendor Management and RFP Development, Austin, TX

– Consultant. Implemented a vendor management plan for two collection vendors to ensure compliance with contractual obligations. She also drafted a comprehensive RFP for a new Back Office System, covering Pay By Mail processing, first-party customer support, and third-party collections.

Tolling Operations Outsourcing, Atlanta, GA

– Consultant. Oversaw the outsourcing of tolling operations to a Business Processing Solutions vendor. Her responsibilities included preparing the Outsourcing RFP, managing vendor implementation, documenting operational processes for knowledge transfer, and executing a vendor management plan to ensure performance and compliance.

Tolling Operations and Compliance, Various Locations

– Operations. Managed payment processing, billing, training, and client relations, improving the BBB rating from F to A+ by reducing escalations and complaints. She secured over 40 new clients through proposal development and operational presentations. Implemented vendor audit processes that were later adopted by parent company Navient and led operations for two major toll programs, reducing a 90+ day backlog in three months and improving service levels through staffing and process improvements.



Jeff Franklin

Senior Technical Lead

15 Years of Experience



Summary

Jeff is a transportation systems consultant supporting tolling programs through business and system rules development, requirements documentation, data repository design, software testing, system migration, and operations implementation. He brings a strong technical foundation and a practical, customer focused approach to ETC system delivery. His experience spans business analysis, QA, data analysis, and SDLC support, with an emphasis on translating operational needs into clear, testable system requirements. Jeff is known for clear written and verbal communication and for supporting project teams through complex technical challenges. Jeff contributes to successful implementations by aligning technical solutions with agency goals, supporting system quality, and promoting effective coordination across technical, operational, and stakeholder teams.

Education

AS, Business Administration, Austin Community College

BA, Business Administration, Tarleton State University

Relevant Sample Experience

Back Office System Modernization and Operations Leadership, Austin, TX

– Operational Back Office Lead. Led operational back office design and day to day execution for a multi year migration from a legacy system to a cloud based SAP BRIM platform, including design, testing, data migration, launch, and hyper care. Directed transaction processing, interoperability interfaces, monitoring metrics, and reconciliation processes while supporting contract management and toll system operations.

Toll Data Reconciliation and Reporting Systems, Austin, TX

– Technical Systems Lead. Developed methodologies, tools, and reports to reconcile raw lane data with back office transactions to support monitoring, issue resolution, and financial accuracy. Supported implementation of performance metrics and reporting using SAP Solution Manager, SAP tooling, and Business Objects.

Operational Tooling and Systems Enablement, Austin, TX

– Technical Tool Acquisition Lead. Led identification, deployment, and administration of enterprise tools to improve program efficiency, including issue tracking, collaboration, databases, and ETL platforms. Supported system integration and operational readiness across tolling, finance, and IT functions.

Functional Testing and User Acceptance Leadership, Austin, TX

– Testing and UAT Lead. Led development and execution of functional and regression test cases and managed user acceptance testing through final approval. Coordinated defect tracking, facilitated client demonstrations, and ensured timely resolution and successful project closeout.



Rajshree Gore, PMP

Technical SME

20 Years of Experience



Summary

Raj is a senior transportation systems consultant supporting tolling, transportation, and telecommunications programs, with a strong background in software development leadership. At Fagan Consulting, she leads complex IT and tolling initiatives focused on scalable architecture, system integration, and implementation. Her expertise includes roadside and back office solution architecture, RFP support and requirements management, RTM development, and preparation of Project Development Document (PDD) and Final Design Documents (FDD) deliverables. Raj's technical experience spans CSC platforms, HOST audit and reconciliation systems, image review systems, and interfaces for collections, rental car processing, finance, and credit card transactions. She is known for aligning technical solutions with operational and business needs on complex, mission critical programs.

Education

MS, Electronics and Telecommunications, University of Indore

Certification

Project Management Professional, No., 1304973

Relevant Sample Experience

New Back Office System Testing and Data Migration, Alexandria, VA

– Test and Data Migration Consultant. Led IVT and UAT test case development and execution for the Galileo enforcement system covering accounts, violations, business operations, IVR, and express lanes web applications. Directed offshore UAT efforts and coordinated with CSR teams to validate business workflows across Salesforce, MuleSoft, AWS modules, and related platforms.

Roadside System Implementation and Back Office Integration, Tyler, TX

– Transportation Systems Consultant. Supported Toll 49 roadside system implementation through design documentation review and TFH FAT testing. Assisted with back office transaction validation and go live integration and transition activities.

Back Office Data Migration and Database Conversion, Austin, TX

– Technical Systems Analyst. Led database migration and complex query conversion from Oracle to SQL Server for the SAP based TxTag back office system. Performed data mapping, query analysis, and full code conversion to support system modernization.

Toll System Procurement and Data Analysis, Austin, TX

– Toll Systems Analyst. Conducted research on delivery approaches for roadside system replacement and developed RFPs for toll system integrator and data platform procurements. Performed toll host data analysis and implemented automated quality monitoring to proactively identify issues and track site acceptance performance.



Santhosh Nalla

Technical SME

17 Years of Experience



Summary

Santhosh is a software developer supporting tolling and transportation systems through application development, testing, and production support. His background includes work across UNIX and Windows environments, with a strong focus on Oracle based platforms and web enabled applications. His technical expertise includes Oracle APEX, SQL, and PL SQL development, along with the design of forms, reports, and data driven applications. Santhosh supports tolling programs by developing and optimizing database packages, stored procedures, triggers, and reports, helping improve system performance, data integrity, and operational reliability. As a technical consultant, Santhosh contributes to back office system development, reporting, and ongoing system support. He is known for effective problem solving, clear communication, and the ability to manage multiple assignments while supporting stable, well functioning toll system environments.

Education

BS, Engineering, Madras University
MS, Electrical Engineering, University of South Alabama

Relevant Sample Experience

TxBOS Back Office Application Suite, Austin, TX – Functional and Technical Analyst. Supported account management, transaction processing, invoicing, and payment systems by documenting requirements, developing functional and design documentation, and supporting development, testing, and release planning. Coordinated with QA, change control, DBA, and production support teams to resolve defects, manage releases, and deliver third party interface documentation.

National Tolling Interoperability Hub Operations, Dallas, TX – Interoperability and Database Specialist. Supported interoperability solutions connecting multiple toll agencies across regional and national hubs. Managed database integration and transaction exchange to ensure reliable cross agency toll processing.

Airport Tolling and Interoperability Systems, Dallas, TX – Technical Systems Analyst. Implemented peer to peer interoperability solutions and developed interfaces with fleet and collections partners. Led system migrations, database upgrades, statement processing enhancements, and credit card integration while coordinating requirements, estimates, and schedules with business and project teams.

Interoperability Database Design and Optimization, Plano, TX – Database and PL SQL Developer. Designed and optimized database schemas and processing workflows for third party transaction data. Developed and tuned PL SQL packages and performance solutions to support large scale interoperability, reconciliation, and reporting operations.



Nancy Rehm, PMP

Technical Program Manager

26 Years of Experience



Summary

Nancy is a transportation and tolling professional supporting programs through project and program management, procurement, contract administration, and risk management. She brings experience across planning, implementation, and test and evaluation activities, enabling strong coordination across multidisciplinary teams. Her background spans state, federal, and private sector environments, giving her the ability to understand diverse stakeholder needs, identify requirements and risks, and facilitate collaborative outcomes. Nancy is known for breaking down organizational silos and promoting effective cross functional communication. Nancy approaches each effort with a focus on quality and strategic alignment, ensuring recommended solutions support broader organizational goals. Her critical thinking and leadership style help teams navigate complex initiatives while maintaining clarity, accountability, and shared objectives.

Education

BS, Accounting, Pennsylvania State University

MS, Aeronautical Science, Embry-Riddle Aeronautical University

Certification

Project Management Professional, No., 2312402

Relevant Sample Experience

GSC Contract Technical Project Management, Austin, TX – Technical Project Management Consultant. Provides technical project management support for the GSC contract, coordinating activities across stakeholders to support delivery, oversight, and ongoing program execution.

Unified Back Office System Implementation, Harrisburg, PA – Senior Project Manager. Supported enterprise PMO functions and led data migration for a multi vendor UBOS implementation by managing RAID, schedules, earned value, and stakeholder coordination. Facilitated data working sessions and drove collaboration across technical and business teams to support quality and delivery.

Independent Verification and Validation Services, Harrisburg, PA – IV and V Lead. Led assessments for the UBOS program by directing technical SMEs and delivering objective reporting on project health, risks, and compliance. Produced dashboards, reports, and executive briefings to support informed decision making by senior leadership.

Toll Operations PMO and Business Systems Leadership, Austin, TX – PMO and Business Systems Director. Directed PMO, analytics, and business systems functions for the Toll Operations Division, supporting daily operations, strategic planning, and change management. Collaborated across agency divisions to improve processes, reporting, and delivery outcomes.

Back Office Data Migration and Post Go Live Data Leadership, Austin, TX – Project Manager. Managed data migration from the source back office system and served as data lead for the target system post go live. Led risk management, quality assurance, requirements traceability, release planning, and change control activities to ensure system stability and business alignment.



Angie Galer

Data Migration

15 Years of Experience



Summary

Angie is a tolling systems professional specializing in back office data migration, data analysis, and system implementation oversight. She supports agencies through new BOS design, testing, and deployment, with a focus on operational readiness, data accuracy, and performance monitoring. Her experience includes serving as Data Services and Systems Manager for TxDOT BOS initiatives and supporting major system implementations such as the Capital Beltway and Elizabeth River Crossings. Angie has provided oversight and hands on support for multiple BOS data migrations and currently serves as TxDOT's functional data migration lead for the transition to HCTRA's BOS. Angie's strengths include data migration planning and execution, issue and root cause analysis, remediation planning, KPI and reporting assessment, transaction reconciliation, technical document review, and testing support. She is known for bridging business, technical, and financial requirements and for helping diverse teams align around reliable, well performing back office systems.

Education

BA, Management Information Systems, University of Texas

Relevant Sample Experience

Legacy Data Migration and SAP Back Office Transition, Austin, TX

– Data Migration and CBO Lead. Led legacy data team for migration from the VECTOR system to an IBM SAP HANA solution, providing technical direction on data mapping, transition database design, and validation. Served as subject matter expert for legacy systems and SAP modules, leading post migration issue resolution and functional data migration for subsequent system transitions.

Enterprise Toll System Reporting and Operations Management, Austin, TX

– Reporting and Systems Manager. Led reporting, data services, and systems management functions including transaction reconciliation, leakage analysis, KPI assessment, and damage negotiations. Conducted root cause analysis, requirements gathering, stakeholder coordination, and post incident recovery assessments to ensure operational continuity and financial accuracy.

Statewide Back Office System Replacement Oversight, New York, NY

– Technical Oversight Lead. Provided PMO level planning and technical review for a multi agency back office system replacement. Reviewed vendor schedules, business rules, requirements, designs, testing plans, and implementation documents, and led development of KPI implementation plans across all vendors.

Back Office System Replacement Discovery, Chicago, IL

– Data Discovery and Analysis Lead. Supported early discovery for back office replacement by reviewing legacy data structures and assessing available source data. Coordinated directly with the client to define data requirements for the future system.



Arin Gray

Marketing and Communications

20 Years of Experience

Summary

Arin develops and leads strategic communications, public engagement, and public relations programs supporting transportation and infrastructure initiatives for Metropolitan Planning Organizations, local governments, and state and regional agencies. Her work spans long-range regional planning efforts, multimodal transportation studies, demand management and operations improvements, and feasibility and environmental studies. She brings a thoughtful, project-specific approach that blends proven engagement techniques with strategies tailored to client objectives and stakeholder expectations. By combining grassroots outreach with effective use of technology, she helps agencies communicate clearly with diverse communities, build trust, and foster informed, consensus-driven decision-making.

Education

BS, Communication Studies, University of Texas at Austin

Certification

TxDOT Precertifications, Employee Sequence No. 28035, Work Categories: 1.8.1, 23.10.1

Relevant Sample Experience

Statewide Active Transportation Plan, Austin, TX

– Public Engagement Lead. Led stakeholder and public engagement for the development of the agency's first statewide active transportation plan, guiding policy direction through 2050. Directed outreach to advocacy organizations, local jurisdictions, and partner agencies through statewide public meetings, Metropolitan Planning Organization briefings, and district-level pop-up events. Oversaw development of educational materials, social media campaigns, internal communications, and promotional outreach, resulting in broad participation and informed input that shaped plan recommendations.

Capital Area Metropolitan Planning Organization Community Outreach, Austin, TX

– Community Outreach Lead. Directs community outreach for multiple long-range transportation planning efforts, including successive regional plans and assignments under general planning and engineering consultant teams. Designs tailored engagement strategies to reach diverse populations across a six-county region, addressing roads, transit, active transportation, emerging technologies, and travel strategies. Leads media relations, visual communications, video production, surveys, and facilitated discussions that connect planning partners, policy boards, and community members.

Austin Avenue Corridor Study, Georgetown, TX

– Public Outreach Lead. Led engagement and communications for a multimodal corridor plan for a major arterial in a rapidly growing community. Supported evaluation of transportation options, land use strategies, and placemaking opportunities across multiple corridor segments. Implemented outreach through pop-up events, stakeholder and neighborhood meetings, focus groups, and interviews to capture community priorities, contributing to plan adoption and ongoing implementation by the City Council.



Jacquie Wilson

Marketing and Communications

10 Years of Experience

Summary

Jacquie is a public involvement and client relations professional with a strong background in outreach strategy, customer service, and stakeholder engagement. She develops and implements public involvement programs, including events, trainings, and communication materials that build understanding and support for client initiatives. Her proactive approach and sense of urgency help drive projects forward while maintaining a focus on clear, effective messaging. With a foundation in healthcare communications, she brings a high level of care and responsiveness to her work, particularly in conflict resolution and deescalation. This experience enables her to thoughtfully address stakeholder concerns and foster productive dialogue that leads to mutually beneficial outcomes. Jacquie has supported public involvement efforts across all phases of transportation project development, from long-range planning and feasibility studies through major construction, ensuring stakeholder needs are consistently represented and addressed.

Education

Computer Programming and Earth Science Studies, Austin Community College

Core Curriculum, Sacramento Community College

Relevant Sample Experience

Round Rock Transit Development Plan, City of Round Rock, Round Rock, TX

– Public Involvement Lead. Directed a comprehensive public engagement program, developing branding, bilingual outreach materials, and targeted messaging while leading stakeholder interviews, workshops, and rider intercept surveys to gather input from diverse user groups. Synthesized feedback into actionable insights that supported development of a transit plan with broad community and stakeholder support.

Gattis School Road Corridor Study, City of Round Rock, Round Rock, TX

– Public Involvement Lead. Led development and execution of a strategic public involvement program, identifying key stakeholders and delivering clear, accessible communication materials to convey complex technical information. Coordinated public meetings and one-on-one stakeholder discussions, including sensitive right of way coordination with affected property owners, ensuring informed decision-making and proactive issue resolution.

Logan Street Extension, City of Round Rock, Round Rock, TX

– Public Involvement Lead. Managed a targeted public engagement effort, coordinating outreach to property owners, homeowners associations, and a local school through public meetings and stakeholder communications. Developed clear messaging, graphics, and visual tools to effectively communicate project purpose, benefits, and impacts, strengthening community understanding and support.



Doug Krauss

Network Communications

20 Years of Experience

**NORTH
HIGHLAND®**

Summary

Doug has years of experience leading the strategic vision, development, and implementation of business-driven analytic initiatives across cross functional teams for large global organizations. He has become a trusted advisor and business partner to leading transportation enterprises and Fortune 500 companies where he helped them realize the full benefit of analytics by focusing on real-world problems and creating opportunities that were practical and quantifiable. Specific areas of expertise include the practical application and development of business and technology strategy, AI, machine learning, business intelligence, data warehousing, cloud computing analytics platforms, advanced analytics, data science, machine learning, computer vision, IoT and sensor analytics, and VUI voice-user interfaces. Core strengths include the ability to bridge the gap between business and technology and lead complex global programs by leveraging a blend of hands-on technical skills and strong business acumen.

Education

BS, Electrical Engineering, Drexel University

MBA, Business Management, Muhlenberg College

Relevant Sample Experience

State Tolling Authority Generative AI Analytics Platform, Oklahoma Turnpike Authority, Oklahoma City, OK – Program Lead.

Led development and deployment of a cloud-based analytics platform integrating generative AI, data management, and visualization tools to deliver an end-to-end solution. Implemented a conversational analytics interface and advanced machine learning models to support natural language data interaction, improve toll revenue forecasting, reduce leakage, and enhance operational efficiency.

Enterprise Data Hub, EDPR, Houston, TX – Client Lead.

Directed the development of a comprehensive analytics strategy, including program governance, implementation roadmap, and technical architecture, while evaluating cloud platform solutions. Led full implementation of an enterprise data hub and analytics platform leveraging AWS, Talend, Athena/Glue, Tableau, and Microsoft Power Query to enable scalable data integration and advanced analytics capabilities.

Medical Device Analytics Platform, Medtronic, Minneapolis, MN – Client and Program Lead.

Directed development of a secure AWS-based analytics platform and voice-enabled mobile application integrated with corporate systems. Implemented Amazon Lex-powered conversational interfaces to provide hands-free access to operational data, enabling field representatives to efficiently manage shipments, returns, appointments, and client interactions while maintaining strict compliance with security and infrastructure standards.



Erik Jerman

IT/Business Architect

30 Years of Experience



Summary

Erik applies a broad practical and academic background to deliver strategic, operational, and architectural consulting services across a diverse range of projects in operations management, business architecture, and process improvement. His work emphasizes benefits driven performance improvement using Lean and Six Sigma methodologies. Erik leads change and program management efforts at all levels, including governance, stakeholder engagement, business case development, cost benefit analysis, change readiness assessments, and project planning and execution across a wide range of business processes, systems, and applications.

Education

MLA, Finance, Harvard University

MBA, Ellis College, New York Institute of Technology

BS, Information Systems, American College of Computer and Information Systems

Relevant Sample Experience

- Served as Senior Business Architect across multiple industries, including hospitality, transportation, healthcare (provider and payor), manufacturing, supply chain, and finance
- Authored supply chain modernization strategies for 3PL and 4PL clients
- Developed end to end architecture solutions for tolling transaction processing lifecycle
- Reduced IT costs by 45 percent through cost analysis, elimination of inefficiencies, and process improvements
- Lowered annual IT operating budget by \$125M through organizational right sizing
- Developed business case, budget, and change program for enterprise wide transition to ERP systems
- Identified \$3M in hidden costs within non IT department budgets
- Reduced annual voluntary turnover from 19 percent to 6 percent by implementing a staff performance and capabilities management model
- Authored thought leadership on IT modernization and enterprise transformation

C. Respondent's Staff and Specialty

LJA and Fagan Consulting maintain a scalable, multidisciplinary team to support CTRMA throughout the full contract term. In addition to the Key Personnel identified, Fagan Consulting has 28 personnel and LJA has access to an even broader pool of over 3,000 qualified staff and subconsultants, allowing resources to scale based on workload demands over the anticipated four year contract term.

D. Quality Assurance Procedures

LJA's quality assurance approach ensures deliverables are accurate, complete, and aligned with CTRMA requirements. Quality begins with assignment of experienced personnel and is maintained through structured internal reviews across the deliverable lifecycle. Project staff conduct detailed reviews, with final oversight provided by the Program Manager, Jeff Saurenmann, prior to submission.

LJA applies a formal peer review QA and QC process that spans the full project lifecycle and emphasizes shared responsibility for quality. Project staff validate content, resolve inconsistencies, and confirm deliverables fully address the defined scope and applicable standards.

For system quality, LJA uses a requirements driven approach that maps CTRMA business rules through design, implementation, and testing. A Requirements Traceability Matrix ensures each business rule is incorporated and validated, resulting in system functionality aligned with operational needs.

LJA also conducts ongoing system performance audits to evaluate roadside and back office functions, confirm compliance, and identify operational or revenue impacts. Findings support continuous improvement and ensure performance meets CTRMA expectations.

E. Service Delivery Procedures

LJA follows a structured, repeatable service delivery approach to ensure consistency, transparency, and high quality outcomes. Each assignment begins with initiation and planning to define scope, objectives, and communication protocols, followed by analysis and development to assess needs and define requirements and recommendations.

LJA then provides implementation support, including oversight of system design, testing, and deployment, in close coordination with CTRMA and stakeholders. Quality assurance is integrated throughout, along with clear reporting and communication to support informed decision making and successful project delivery.



F. Litigation Disclosure

Litigation Statement

LJA Engineering, Inc. (LJA) is periodically involved in claims, disputes, audits, investigations, and litigation in the normal course of business. Neither LJA nor its individual team members are currently involved in any matters that present a potential material contingent loss or could impair the firm's operations or ability to perform under this contract. LJA has not failed to complete an engineering services engagement and has not experienced any contract failures. LJA has never been found liable in a civil litigation matter or found guilty in any criminal matter.

For clarity, none of the litigation summarized below is related to tolling projects or tolling services. The table below lists all civil lawsuits in which LJA has been named as a defendant since January 1, 2024.

LJA Litigation History Since January 1, 2024

Lawsuit Title	Description	Year Initiated	Year Initiated
Julie Dowdall vs. Tri Point Homes Texas, Inc f/k/a Trendmaker Homes Inc., and DHK Development, Inc.	Active Lawsuit: Suit by homeowner alleging design defect involving drainage channel; LJA Engineering, Inc. added as defendant. Venue: Fort Bend County, TX 458th Judicial District, Cause No. 25-DC-331095	2025	Active
The City of Portland vs. Pro-Equipment, inc., Environmental Treatment Technologies, LLC f/k/a Environmental Treatment Technologies, Inc., CSA Construction, Inc., COYM, Rehmet & Gutierrez Engineering, L.P, LJA Engineering, Inc., and Joseph Don Rehmet	Active Lawsuit: Alleged design defect involving a defective belt screen. Venue: San Patricio County, TX 156th Judicial District, Cause No. S-22-5536CV-B	2023	Active
Stacie Fulton, Individually, and as Representative of the Estate of Larry McLean Fulton and as Next Friend of K.F., a Minor, and Joni Cooper as Next Friend of J.F., a Minor v. LJA Engineering, Inc., The City of Dickinson, Dickinson Economic Development Corporation, and Texas-New Mexico Power Company	Active Lawsuit: Alleged wrongful death case. Venue: Harris County, TX, 189th Judicial District, Cause No. 2021-00462	2021	Active
Special Pals Incorporated v. LJA Engineering, Inc.	Settled: Alleged trespass, nuisance, intentional diversion of surface water, and negligence related to claimed stormwater runoff. Venue: Harris County, TX, 189th Judicial District, Cause No. 2025-44822	2025	12/2/2025

Lawsuit Title	Description	Year Initiated	Year Initiated
Willow Bend Home Owners Association of Manatee County, Inc. v. R.J. Rhodes Engineering, Inc., n/k/a LJA Engineering, Inc., et al.	Settled: Alleged negligence, building code violations, and breach of warranties against LJA as successor by merger of R.J. Rhodes. Venue: Circuit Court of the 12th Judicial Circuit in and for Manatee County, FL, Cause No. 2024-CA-001051	2024	12/1/2025
Terrance Gilmore v. LJA Engineering, Inc. and Brandon Williams	Settled: Car Accident Venue: Orange County, TX 163rd Judicial District, Cause No. 240110-C; LJA added as a party on 10/11/2024.	2024	11/18/2025
Harris County Municipal Utility District NO. 1 vs. LJA Engineering, Inc., and Lakes at Creekside, LLC	Settled: Alleged Improper drainage design causing flooding. Venue: Harris County, TX 234th Judicial District, Cause No. 202434638	2023	9/16/2025
New Caney 242 Investments, L.P. v. GT Operating Company, Inc.	Dismissed: Alleged breach of contract, negligence, DTPA, and fraud claims brought against LJA as a third-party defendant. Venue: Montgomery County, TX, 284th Judicial District, Cause No. 22-10-13601	2024	12/12/2024
Alexander, et al. v TWLD, LJA Engineering, Inc., et al.	Case dismissed on Summary Judgement; dismissal upheld on appeal. Alleged negligent design related to neighborhood flooding. Venue: Harris County, Texas, 215th District Court, Cause No: 2018-36108	2018	11/26/2024
Michael Arney, et al. v. LJA Engineering, Inc., LJA Surveying, Inc., LJA Environmental Services, LLC, et al.	Dismissed: Alleged negligence for designing a subdivision next to Plaintiffs. Venue: Rockwall County, 439th District Court, Cause No. 1-23-1903	2024	4/10/2024

G. Contract Disputes

Neither LJA nor any individual team member has had any contract dispute with a public agency resolved through a formal administrative or judicial process since January 1, 2024.

H. Equal Employment / Harassment Matters

LJA is committed to maintaining a workplace free from discrimination and harassment and takes all employment-related complaints seriously. From January 1, 2024, through the present, LJA has been named in three formal EEOC charges relating to race and/or gender discrimination, each filed by a former employee following termination. LJA disputes the merits of each charge. None of the charges has resulted in a finding of cause, a conciliation agreement, or litigation, and all three remain pending before the EEOC.

6.3. Relevant Experience and Expertise



LJA brings in-depth knowledge of CTRMA and a strong track record of successful project delivery. We have supported CTRMA across procurement, implementation oversight, system audits, and operational optimization. Our experience also extends beyond CTRMA, with active support for tolling agencies and transportation organizations nationwide, allowing us to bring proven ideas, lessons learned, and best practices back to CTRMA.

Our team has led and supported projects across key areas of tolling and intelligent transportation systems, including AET conversions, express lane operations, dynamic pricing, complex transaction processing, transponder programs, and third-party payment integrations. We have also supported back-office system implementations, data migration, system integration and testing, business rule development, and operational performance analysis.

CTRMA continues to benefit from LJA's involvement in active and recent projects, strengthening our ability to provide informed recommendations, anticipate challenges, and deliver practical, execution-focused solutions. The table below summarizes firms and key staff involved in each project, including their roles and level of participation, with detailed project profiles provided on the following pages.

Firm and Key Staff Project Roles and Level of Involvement

Name	Role	Level of Involvement
State Road and Tollway Authority (SRTA) General Systems Consultant Services, Atlanta, GA		
Steve Doolin	Systems Testing; Requirements Management; SLA Oversight	Significant
Chris Tull	Operational Support; Audits; Monitoring	Significant
Amy Bishop	Business Rules; RFP Development; Traceability Support	Significant
Megan McLain	E-ZPass Interoperability Coordination	Supporting
Christopher Peters	CSS Back Office Oversight; Documentation Management	Supporting
Ryan Raya	BOS Assessment; Procurement RFP Support	Supporting
CCRMA Systems and Operations Consulting, Rancho Viejo, TX		
Ryan Raya	BOS Transition PM	Significant
Jeff Saurenmann	Procurement; BOS Implementation	Significant
Mario Barrera Jr.	Installation & Maintenance	Significant
North East Texas Regional Mobility Authority (NET RMA), Toll Systems Support, Tyler, TX		
Cori Sutherland	PM; Toll Systems Lead	Lead
Raj Gore	Systems Consultant; TFH & Integration	Significant
Mario Barrera Jr.	Installation & Maintenance	Significant
Chris Tull	Systems Audit & Reporting	Supporting
Mackinac Bridge Authority (MBA) Toll System Modernization, St. Ignace, MI		
Chris Tull	Systems Consultant; Documentation; Audits; Ops	Significant
San Diego Association of Governments (SANDAG) Toll Systems Support, San Diego, CA		
Ryan Raya	Governance; Go-Live; Program Delivery	Significant
Raj Gore	Back Office Delivery Mgmt	Significant
Angie Galer	Transition; Data Migration	Significant
Terri Cook	SOP; Knowledge Base; Ops Support	Significant

STRA – Project Example of System Implementation and Technology/Program Governance



Project Name

General Systems Consultant (GSC) Services

Client Name

State Road and Tollway Authority (SRTA)

Location

Atlanta, Georgia

Project Budget

> \$10,000,000

Reference

Mary Sallach, Director
404.593.6106
msallach@srtga.gov



Fagan works side-by-side with our staff to manage contractor efforts during system implementations. By leveraging Fagan's experience and processes, we have had several very successful implementations, with systems being delivered on time, within budget, and smoothly transitioned from go-live through system acceptance and operations.

— Mary Sallach 

Firm and Key Staff Roles

LJA, with staff formerly operating as Fagan Consulting, serves as the General Systems Consultant to SRTA. Our team provides program-level coordination, procurement support, implementation oversight, business rule and SOP development, interoperability support, and system performance auditing. Key staff work directly with SRTA leadership, including Engineering, PMO, Operations, and the Executive Director, and coordinate with the General Engineering Consultant (AtkinsRéalis) and system integrators (ETCC, Neology, Kapsch).

Project Description and Relevance

LJA has supported SRTA as its GSC for over a decade, with the current contract beginning in August 2019. We provide advisory and oversight services across SRTA's tolling ecosystem, supporting strategic planning, procurement, system implementation, and operational performance. Our team has led or supported all major SRTA toll technology procurements and provided implementation oversight for several high-profile initiatives, including:

- Interoperability with the E-ZPass Group and Southeast IOP Hub
- I-75 South Metro and Northwest Corridor Express Lanes
- I-85 Extension Express Lanes
- I-85 Recompete (express lane technology refresh)
- Customer Service System (CSC) upgrade

LJA plays a central role in aligning business requirements, system design, and operational outcomes. This includes RFP development, evaluations, SOPs, and ensuring performance, schedule, and budget targets are met. All SRTA facilities utilize complex trip building and dynamic pricing algorithms. LJA has been deeply involved in design validation, system testing, and the successful rollout of these capabilities, ensuring accuracy in transaction processing and consistency across interoperable systems. In addition to implementation support, LJA conducts regular and periodic audits of roadside system performance, providing actionable insights to maintain compliance with KPIs and SLAs and support continuous operational improvement.

Relevant Experience Summary

This engagement demonstrates LJA's ability to support large, multi-vendor tolling environments across system implementation, interoperability, transaction processing, testing, business intelligence, and program governance. Our long-standing role with SRTA reflects consistent, high-quality delivery on complex, evolving programs.

CCRMA – Project Example of Back-Office Implementation, Interoperability, Program Governance



Project Name

CCRMA Systems and Operations Consulting

Client Name

Cameron County Regional Mobility Authority (CCRMA)

Location

Rancho Viejo, Texas

Project Budget

\$1,030,000

Reference

Janett Huerta, Administrator
956.621.5573
jhuerta@ccrma.org



Fagan Consulting supported Cameron County's transition to a partner Agency's (Harris County Toll Road Authority's) BOS by providing comprehensive project management and integration consulting. Ryan Raya led efforts across project administration, system requirements and configuration, data migration planning, testing, and implementation support for the HCTRA transition, helping ensure a smooth go live and stable post implementation operations.

– Janett Huerta 

Firm and Key Staff Roles

LJA serves as the operations and systems consultant for CCRMA, providing procurement support, implementation oversight, business rule development, system integration coordination, and ongoing operational performance monitoring. Key staff worked directly with CCRMA leadership, including the Chief Financial Officer/Director of Operations, and coordinated across multiple system integrators

Project Description and Relevance

Beginning in 2015, LJA led the procurement and implementation oversight of CCRMA's first operational back-office system and CSC. With no prior system in place, LJA developed business rules, prepared procurement documents, led the selection process, and supported contract negotiations.

Our team reviewed all contractor deliverables, oversaw system testing, and continues to support ongoing system maintenance. The TollPlus system went live in December 2016, less than nine months after project initiation, and within budget. LJA also led interoperability between CCRMA and the Pharr-Reynosa International Bridge. This effort included defining project scope and schedule, developing system requirements and business rules, reviewing design documents, and overseeing implementation and testing. LJA coordinated across multiple integrators, including TRMI, Tecsidel, and TollPlus.

This effort resulted in a 10 percent increase in transponder transactions and a 66 percent reduction in commercial vehicle violations. Delivered on schedule and within budget in 2018, it is believed to be the first U.S. toll system interoperable with an international bridge supporting commercial traffic from Mexico. CCRMA has since engaged LJA for additional regional interoperability efforts. In addition, LJA provides ongoing operational support through regular performance reviews, identifying issues early and enabling proactive improvements to system performance, customer service, and revenue protection.

Relevant Experience Summary

This engagement demonstrates LJA's ability to deliver end-to-end tolling solutions, including back-office implementation, interoperability, transaction processing, systems testing, and operational performance management. Our work with CCRMA highlights our ability to stand up new systems, integrate across complex environments, and deliver measurable operational improvements.

SANDAG – Project Example of Back-Office Implementation, Strategic Advisory, Program Governance



Project Name

Toll Systems Support

Client Name

San Diego Association of Governments (SANDAG)

Location

San Diego, California

Project Budget

\$4,245,751

Reference

Chiachi Rumbolo,
Principal Technology
Program Manager
619.699.6922
Chiachi.Rumbolo
@sandag.org

Firm and Key Staff Roles

LJA provides program management, subject matter expertise (SME), and technical advisory services to SANDAG. Our team supports requirements development, vendor oversight, system integration coordination, testing, data migration, and Go-Live planning, while also advising on strategic planning and operational performance.

Project Description and Relevance

Since 2022, LJA (initially operating as Fagan Consulting) has supported SANDAG across multiple tolling initiatives. Early efforts included a comprehensive review of SANDAG's tolling operations, focused on identifying opportunities for process optimization and operational efficiency. LJA also evaluated back-office contracts and the broader tolling environment, including the performance and capabilities of toll collection system contractors across both roadside and back-office systems.

LJA provides ongoing toll systems subject matter expertise to SANDAG staff, supporting strategic planning, contractor management, and alignment of operational and technical objectives.

Beginning in early 2024, LJA has played a key role in supporting SANDAG's implementation of a new commercial back-office system. This work includes requirements definition, vendor deliverable review and management, and change order development. LJA also coordinates with third-party stakeholders to support interface design and testing, oversees system integration testing, and provides data migration support.

In addition, LJA supports development and delivery of training program documentation and detailed Go-Live planning to ensure a smooth transition to operations. The project is currently in the System Integration Testing phase, with LJA continuing to provide oversight and coordination across stakeholders.

Relevant Experience Summary

This engagement demonstrates LJA's ability to support complex toll system implementations and operational transformations, including back-office migration, systems integration, testing, and program governance. Our role with SANDAG highlights our ability to provide both strategic advisory services and hands-on implementation support within a multi-vendor environment.

NETRMA – Project Example of Roadside Systems Implementation, Program Governance



Project Name

Toll Systems Support

Client Name

North East Texas Regional Mobility Authority (NET RMA)

Location

Tyler, Texas

Project Budget

\$1,080,000

Reference

Everett Owen,
Executive Director
512.983.0618
everett.owen@netrma.org

Firm and Key Staff Roles

LJA, with staff formerly operating as Fagan Consulting, serves as the Operations and Systems Consultant to the North East Texas Regional Mobility Authority (NET RMA). Since 2014, our team has functioned as an extension of NET RMA staff, providing operational leadership, system oversight, procurement support, implementation management, interoperability coordination, and roadside system auditing. Key staff support strategic planning, operational management, budgeting, contractor coordination, and toll system performance oversight, while working directly with vendors such as Kapsch, TollPlus, and Cofiroute.

Project Description and Relevance

LJA has supported NET RMA for over a decade, providing advisory and oversight services across its tolling system, including roadside implementation, interoperability, procurement, transaction processing, and performance management.

Our team provides daily oversight of the Kapsch roadside system, TollPlus back-office and Pay-By-Mail systems, and Cofiroute operations, including monitoring, issue resolution, performance auditing, reporting, and coordination with agency leadership and vendors. LJA also supports procurement and implementation of major system upgrades, including NET RMA's roadside integrator replacement, with responsibilities spanning procurement development, proposal evaluation, contract coordination, and implementation oversight.

Additional support includes interoperability coordination with the IOP Hub, TxDOT, CTRMA, and CCRMA to ensure accurate transaction exchange and system consistency. LJA supported the implementation of new Toll 49 segments, including Segment 3 and Segment 4 (Lindale Relief Route), providing scope development, procurement support, contractor oversight, and participation in system integration, testing, and acceptance. The team also conducts annual roadside system audits, delivering performance reporting, KPI validation, and remediation oversight to support continuous improvement.

Relevant Experience Summary

This engagement demonstrates LJA's ability to support complex, multi-vendor tolling programs, including system implementation, procurement, interoperability, operational oversight, transaction processing, auditing, and program governance. Our long-standing role with NET RMA reflects our ability to provide both strategic advisory services and day-to-day operational support.

MBA – Project Example of Toll System Replacement, Back-Office and Roadside Implementation



Project Name

Toll Systems Modernization

Client Name

Mackinac Bridge Authority (MBA)

Location

St. Ignace, Michigan

Project Budget

\$822,000

Reference

Kim Nowack
906.643.7600
NowackK@michigan.gov

Firm and Key Staff Roles

LJA, with staff initially operating as Fagan Consulting, provides systems consulting, procurement support, project management, and implementation oversight for MBA. Key staff led business rule development, procurement strategy, system implementation, testing, and operational performance validation.

Project Description and Relevance

Since October 2017, LJA has supported the Mackinac Bridge Authority (MBA) in modernizing its tolling systems through a multi-phase program. In Phase 1, LJA conducted a comprehensive needs assessment, evaluating the existing system, business rules, and opportunities for modernization. Based on this effort, LJA developed a strategic roadmap and presented recommendations to MBA leadership and the Board, including transitioning from legacy AVI technology to 6C transponders.

LJA led procurement of a complete toll system replacement, including preparing the RFP, evaluating nine vendor proposals, and supporting contract negotiations. This required close coordination with MBA leadership, operations staff, and legal counsel to align with organizational goals and regulatory requirements. In Phase 2, LJA provided full lifecycle implementation oversight for new roadside systems and the commercial back office, including project management, design coordination, documentation review, installation oversight, and transition planning. LJA also supported data migration, system integration, pre-go-live testing, and go-live monitoring to ensure a smooth transition.

LJA managed day-to-day execution, including schedule and budget control, milestone tracking, integrator coordination, and risk mitigation. The team facilitated status meetings, design reviews, and technical workshops to maintain stakeholder alignment. Following implementation, LJA has continued to oversee system acceptance testing, confirming performance against defined KPIs and operational requirements. Despite a compressed schedule and fixed deadline, the project was delivered on time and under budget.

Relevant Experience Summary

This engagement demonstrates LJA's ability to lead full toll system modernization efforts, including strategic planning, procurement, implementation, testing, and operational validation. Our work with MBA highlights our ability to manage complex, end-to-end system transformations while delivering measurable results within tight constraints.

Table 2: Fagan Consulting Experience with the CTRMA Key Scope of Services

Service Area/Task	CCRMA	CTRMA	FTE	HCRMA	Kane Co DOT	MBA	MDTA	MTA	NET RMA	OTA	PTC	RCTC	SANDAG	SH 130	SRTA	TCA	WSDOT
System Implementation and Technology																	
Network Communications	✓	✓				✓	✓	✓	✓			✓		✓	✓	✓	✓
BOS Sub-Project Implementation	✓	✓	✓	✓		✓	✓	✓	✓			✓	✓	✓	✓	✓	✓
Transaction Processing	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	
System Testing	✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Express Lane Systems	✓	✓				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Connected Vehicle Technology		✓						✓							✓		✓
ITS	✓	✓	✓	✓		✓	✓	✓	✓			✓	✓	✓	✓	✓	✓
Software Development Management		✓	✓			✓	✓	✓	✓	✓	✓		✓	✓	✓		
Strategic Planning and Innovation																	
Mobility Solutions	✓	✓			✓	✓	✓	✓	✓			✓	✓	✓	✓		✓
Shared-Use Path		✓			✓												
Marketing and Communications	✓	✓				✓		✓		✓		✓		✓	✓		
Feasibility Studies	✓	✓		✓	✓	✓	✓	✓	✓			✓	✓	✓	✓		✓
Industry/Best Practice Benchmarking	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
Business Intelligence and Quality Assurance																	
Transaction Processing (Analytics/Optimization)	✓	✓	✓			✓	✓	✓	✓	✓	✓		✓	✓	✓		
Business Process Improvement	✓	✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Financial Analysis	✓	✓				✓	✓	✓	✓			✓	✓	✓	✓		
Systems Testing (QA Oversight)	✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Program Governance and Advisory																	
Toll Operations	✓	✓	✓	✓		✓	✓	✓	✓			✓	✓	✓	✓	✓	
General Consulting Services	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
White Paper Development	✓	✓			✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓
Business Process Improvement (Advisory)	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

List of Agencies and Acronyms:

CCRMA: Cameron County Regional Mobility Authority
 CTRMA: Central Texas Regional Mobility Authority
 FTE: Florida Turnpike Enterprise
 HCRMA: Hidalgo County Regional Mobility Authority
 Kane Co DOT: Kane County Division of Transportation
 MBA: Mackinac Bridge Authority

MDTA: Maryland Transportation Authority
 MTA: Metropolitan Transportation Authority
 NET RMA: North East Texas Regional Mobility Authority
 OTA: Oklahoma Turnpike Authority
 PTC: Pennsylvania Turnpike Commission
 RCTC: Riverside County Transportation Commission

SANDAG: San Diego Association of Governments
 SH130: SH 130 Concession Company
 SRTA: State Road and Tollway Authority
 TCA: Transportation Corridor Agency
 WSDOT: Washington State Department of Transportation

6.4. Active and Planned Projects



Active Projects and Staffing Commitments

The RFQ requests a summary of significant active projects requiring more than 25% of LJA resources. Fagan currently has two other project that meets this threshold: support to the State Road and Tollway Authority (SRTA) in Atlanta, Georgia and the San Diego Association of Governments (SANDAG) in San Diego.

Table 3 summarizes LJA staff commitments to the SRTA and/or SANDAG program. As shown, the overlap between SRTA and SANDAG staffing and the proposed CTRMA team is limited. Key personnel proposed for CTRMA are either not assigned to SRTA or SANDAG or are committed at levels that will not impact their availability to support CTRMA initiatives.

LJA has successfully supported both CTRMA and other projects concurrently under existing contracts, maintaining consistent staffing, meeting deliverable schedules, and providing responsive client support. This experience demonstrates LJA's ability to effectively manage resources across multiple large-scale tolling programs without degradation in service.

LJA will continue to prioritize appropriate staffing levels and ensure that qualified resources remain available to fully support CTRMA's current and future initiatives. LJA commits to fully supporting CTRMA in all -projects and toll related endeavors.

Table 3: LJA Active and Planned Projects

Key Personnel	% Committed to SRTA and/or SANDAG
Darby Swank	0%
Doolin, Steve	0%
Jeff Saurenmann	0%
Mark Moser	0%
Mario Barrera	0%
Ryan Raya	30% (SANDAG)
Jamir Jackson	30% (SANDAG)
Amy Bishop	20% (SRTA)
Megan McLain	20% (SRTA)
Chris Tull	30% (SRTA)
Christopher Peters	30% (SANDAG)
Terri Cook	30% (SANDAG)
Arin Gray	0%
Jacqie Wilson	0%
Raj Gore	0%
Santosh Nalla	0%
Ali Mozdbar	0%
Doug Krauss	0%
Nancy Rehm	0%
Angie Galer	30% (SANDAG)
Erik Jerman	0%

6.5. HUB and DBE Participation



While LJA and the current proposed team do not hold HUB or DBE certifications, LJA is committed to advancing the participation of certified firms.

LJA will coordinate with the Agency to identify opportunities to incorporate HUB and DBE-certified firms during the course of the contract. This may include supplementing the team with certified firms for task-specific support, outreach through state-certified vendor directories, and collaboration with local and regional small business networks.

LJA will track and report participation efforts, ensuring transparency and alignment with Agency diversity objectives.



Attachment B

6.6. Contract Labor Rates

6.6. Contract Labor Rates



Appendix A Labor Rates Form

Staff Position / Classification	Loaded Hourly Rate
Project Manager (LJA)	\$265.00
Project Executive (LJA)	\$285.00
Sr. Tolling Analyst (LJA)	\$250.00
Tolling Analyst (LJA)	\$220.00
Jr. Tolling Analyst (LJA)	\$130.00
Business Analyst (LJA)	\$170.00
Software Development Engineer (LJA)	\$225.00
Software Development Manager (LJA)	\$250.00
Audit Data Analyst (LJA)	\$65.00
Documentation Specialist (LJA)	\$100.00
Engagement & Communications Principal (CD&P)	\$360.00
Engagement & Communications Director (CD&P)	\$265.00
Engagement & Communications Manager (CD&P)	\$200.00
Engagement & Communications Specialist (CD&P)	\$170.00
Engagement & Communications Coordinator (CD&P)	\$150.00
Sr. Systems Architecture Specialist (HTC)	\$220.00
Senior Advisor (NH)	\$385.00
Engagement Manager (NH)	\$363.00
Tolling/General Consulting SME (NH)	\$341.00
Tolling Operations and Revenue Specialist (NH)	\$286.00
Project Manager (NH)	\$247.50
Sr. Solution Architect (NH)	\$385.00
Software Development Manager (NH)	\$363.00
Software Development Engineer (NH)	\$302.50

Positions may include examples such as Project Manager, Business Analyst, Tolls Analyst, Sr. Tolls Analyst, Software Architect, Software Development Manager, Software Development Engineer. Please add the positions and rates specific to your proposal.

(Continued)

Appendix A

Labor Rates Form

[illegible]

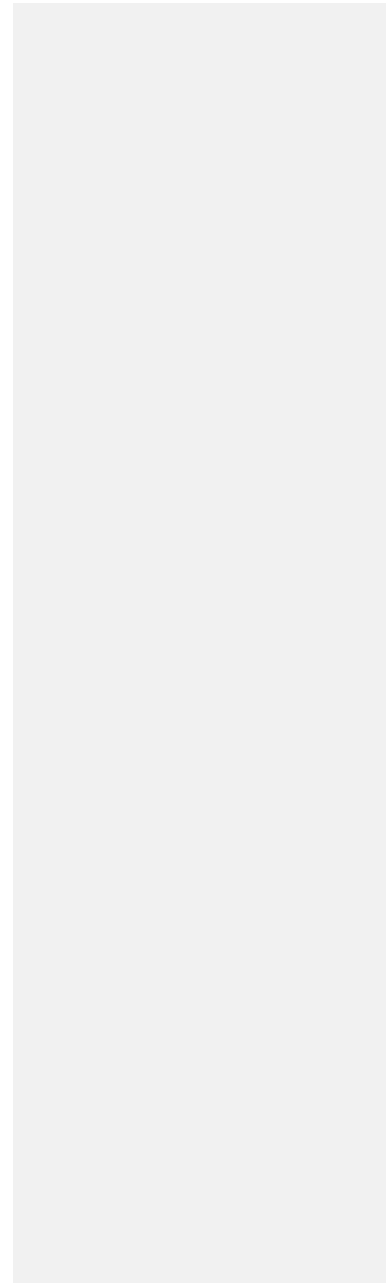
Positions may include examples such as Project Manager, Business Analyst, Tolls Analyst, Sr. Tolls Analyst, Software Architect, Software Development Manager, Software Development Engineer. Please add the positions and rates specific to your proposal.



Attachment C

6.7. Form of Contract Exceptions

Appendix B
Form of Contract



Draft 03.30.2026

**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 [], a [] (the "Consultant"), to be effective the ____ day of _____, 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 Qualifications dated [], 2026 (the "RFQ"), 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, [] firms submitted responses setting forth their respective qualifications and proposed compensation for the work; and

WHEREAS, the RFQ selection committee reviewed the responses and based on stated characteristics and experience, has identified [] firms as meeting the qualifications required for inclusion in the pool; and

WHEREAS, the Mobility Authority's Board of Directors ("Board") selected [] 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").

Draft 03.30.2026

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. 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. 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.

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:

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

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In this formula, "CPI" means the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment (the "CPI"), as published by the Bureau of Labor Statistics of the U.S. Department of Labor ("BLS") prior to the January 1 date for which a calculation is being made. The CPI is published monthly and the CPI for a particular month is generally released and published during the following month. The CPI is a measure of the average change in consumer prices over time for a fixed market basket of goods and services, including food, clothing, shelter, fuels, transportation, charges for doctors' and dentists' services, and drugs. In calculating the index, price changes for the various items are averaged together with weights that represent their importance in the spending of urban households in the United States. The contents of the market basket of goods and services and the weights assigned to the various items are updated periodically by the BLS to take into account changes in consumer expenditure patterns. The CPI is expressed in relative terms in relation to a time base reference period for which the level is set at 100.0. The base reference period for the CPI is the 1982-1984 average. "CPI₋₁₂" means the CPI published by the BLS 12 months prior to the CPI used to determine CPI, or on the date closest to 12 months prior to the CPI used to determine CPI. 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.

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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

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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 [____], 2026, and terminating on [____], 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.

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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

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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

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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,

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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

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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

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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, at Consultant's then listed rate for such Services, 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.

Commented [01]: Consultant should be paid appropriately for such services.

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.

Commented [02]: Consultant should not be bound to provide expert witness services for items outside our scope of Services.

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, TO THE EXTENT ARISING FROM THE

Commented [03]: Consultant should be liable only to the extent of their fault.

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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

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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.

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H. ~~RESERVED~~ 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.

Commented [A4]: Not relevant to LJA's Services.

I. ~~Technology Errors and Omissions Insurance including network security and privacy with a limit of~~

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I. ~~RESERVED~~
\$1,000,000 per occurrence / \$2,000,000 aggregate.

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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 [], 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,

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neither the Consultant nor its employees shall be entitled to any insurance, pension, or other benefits

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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:

[ADDRESS AND CONTACT INFORMATION]

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

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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.

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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.

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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.

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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

By: _____
[CONSULTANT]

DRAFT

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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.

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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.

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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:

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[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]



EMPLOYEE-OWNED. CLIENT FOCUSED.

Appendix “E”

CCONSULTANT RATE SCHEDULE

Key Personnel	Hourly Billing Rate
Project Manager (LJA)	\$265.00
Project Executive (LJA)	\$285.00
Sr. Tolling Analyst (LJA)	\$250.00
Tolling Analyst (LJA)	\$220.00
Jr. Tolling Analyst (LJA)	\$130.00
Business Analyst (LJA)	\$170.00
Software Development Engineer (LJA)	\$225.00
Software Development Manager (LJA)	\$250.00
Audit Data Analyst (LJA)	\$65.00
Documentation Specialist (LJA)	\$100.00
Engagement & Communications Principal (CD&P)	\$360.00
Engagement & Communications Director (CD&P)	\$265.00
Engagement & Communications Manager (CD&P)	\$200.00
Engagement & Communications Specialist (CD&P)	\$170.00
Engagement & Communications Coordinator (CD&P)	\$150.00
Sr. Systems Architecture Specialist (HTC)	\$220.00
Senior Advisor (NH)	\$385.00
Engagement Manager (NH)	\$363.00
Tolling/General Consulting SME (NH)	\$341.00
Tolling Operations and Revenue Specialist (NH)	\$286.00
Project Manager (NH)	\$247.50
Sr. Solution Architect (NH)	\$385.00
Software Development Manager (NH)	\$363.00
Software Development Engineer (NH)	\$302.50
Sr. Tolling Analyst (NH)	\$214.50
Business Analyst (NH)	\$165.00
Analyst (NH)	\$143.00