CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.
Wednesday, August 26, 2026

Lowell H. Lebermann, Jr., Board Room
3300 N. IH-35, Suite 300
Austin, Texas 78705

A live video stream of this meeting may be viewed on the internet at www.mobilityauthority.com

Persons with disabilities. If you plan to attend this meeting and may need auxiliary aids or services, such as an interpreter for those who are deaf or hearing impaired, or if you are a reader of large print or Braille, please contact Laura Bohl at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.

AGENDA

No action on the following:

1. Welcome and opportunity for public comment – See ***Notes*** at the end of this agenda.

Consent Agenda

*See **Notes** at the end of this agenda.*

2. Approve the minutes from the June 24, 2026 Regular Board Meeting.

3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

4. Approve an interlocal agreement with the Texas Department of Transportation to co-locate personnel at TxTag customer service centers.

Robert W. Jenkins, Jr., Chairman • Nikelle Meade, Vice Chair • David Singleton, Treasurer • Mike Doss, Secretary • David B. Armbrust • Heather Gaddes • Ben Thompson • James M. Bass, Executive Director

5. Approve an agreement with Williamson County and Williamson County Constable Precinct 4 for habitual violator enforcement and safety patrol services.

6. Approve the annual cybersecurity and artificial intelligence training compliance report for submittal to the Texas Department of Information Resources as required by Texas Government Code §2054.5191.

Regular Items

Items to discuss, consider, and take appropriate action.

7. Accept the unaudited financial statements for June 2026 and July 2026.

8. Discuss and consider approving an agreement with Garver, LLC for engineering and design services for the City of Cedar Park RM 1431/183A intersection improvements project.

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

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

11. Discuss and consider approving an agreement with HNTB Corporation to provide general systems consultant services to support the Mobility Authority's technology and operational ecosystems.

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

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

14. Discuss and consider approving an agreement with Skyline Technology Solutions, LLC for video sharing technology to support the Mobility Authority's traveler communications and roadway safety programs.

15. Discuss and consider approving an agreement with Sigma Surveillance, LLC dba STS360 for purchase of speed awareness devices to support the Mobility Authority's roadway safety program.

16. Discuss and consider approving the issuance of a request for proposals for a pool of firms to provide roadside collection services to the Mobility Authority.

Briefings and Reports

Items for briefing and discussion only. No action will be taken by the Board.

17. Executive Director Report.

    A. Recent agency staff activities.

    B. Agency roadway performance metrics.

Executive Session

Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.

The Board may deliberate the following items in executive session if announced by the Chairman:

18. Discuss legal issues related to the development of the MoPac South Project, as authorized by §551.071 (Consultation with Attorney).

19. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).

20. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.
Regular Items

Items to discuss, consider, and take appropriate action.

21. Adjourn meeting.

Notes

Opportunity for Public Comment. At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board must register in advance and provide the speaker's name, address, phone number and email, as well as the agenda item number and whether you wish to speak during the public comment period or during the agenda item. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the open comment period but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

Consent Agenda. The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

Public Comment on Agenda Items. A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board takes up consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

Meeting Procedures. The order and numbering of agenda items is for ease of reference only. After the meeting is convened, the Chairman may rearrange the order in which agenda items are considered, and the Board may consider items on the agenda in any order or at any time during the meeting.

Participation by Telephone Conference Call. One or more members of the Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code (*see below*). Under that law, each part of the telephone conference call meeting that by law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting will be made available to the public.

TEXAS TRANSPORTATION CODE Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.
(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

(b) A telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(c) Notice of a telephone conference call meeting that by law must be open to the public must specify the location of the meeting. The location must be a conference room of the authority or other facility in a county of the authority that is accessible to the public.

(d) Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

TEXAS GOVERNMENT CODE Sec. 551.125. OTHER GOVERNMENTAL BODY. (a) Except as otherwise provided by this subchapter, this chapter does not prohibit a governmental body from holding an open or closed meeting by telephone conference call.

~~(b) A meeting held by telephone conference call may be held only if:~~
~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~
~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~
~~(3) the meeting is held by an advisory board.~~

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) The notice of the telephone conference call meeting must specify as the location of the meeting the location where meetings of the governmental body are usually held.

(e) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be tape-recorded. The tape recording shall be made available to the public.

(f) The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #1

Welcome and opportunity for public comment

Welcome and opportunity for public comment.
No Board action required.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #2

Approve the minutes from the June 24, 2026 Regular Board Meeting

Strategic Plan Relevance:	Service
Department:	Legal
Contact:	Geoff Petrov, General Counsel
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on motion to approve minutes

Description/Background: Approve the attached draft minutes for the June 24, 2026 Regular Board Meeting.

Backup provided: Draft minutes for the June 24, 2026 Regular Board Meeting

MINUTES
Regular Meeting of the Board of Directors of the
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, June 24, 2026
9:00 a.m.

This was an in-person meeting. Notice of the meeting was posted on June 19, 2026, online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, 300, Austin, Texas 78705. Chairman Jenkins, Board Members David Armbrust, Mike Doss, Heather Gaddes, and Ben Thompson were present and Vice Chair Meade and David Singleton* joined remotely.

An archived copy of the live-stream of this meeting is available at:

https://mobilityauthority.new.swagit.com/videos/392117

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:03 a.m. and had each Board Member state their name for the record.

1. Welcome and opportunity for public comment.

   Public comment was provided following item no. 4.

   Consent Agenda

2. Approve the minutes from the May 27, 2026 Regular Board Meeting.

3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

   MOTION: Approve Item nos. 2 and 3.
   RESULT: Approved (Unanimous); 7-0
   MOTION: Heather Gaddes
   SECONDED BY: Mike Doss
   AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
   NAY: None.

   ADOPTED AS: RESOLUTION NO. 26-031

   Regular Items

4. Accept the unaudited financial statements for May 2026.

   Presentation by Jose Hernandez, Chief Financial Officer.

MOTION: Approve the unaudited financial statements for May 2026.
RESULT: Approved (Unanimous); 7-0
MOTION: Ben Thompson
SECONDED BY: David Singleton
AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
NAY: None.

ADOPTED AS: RESOLUTION NO. 26-032

Bill Bunch, Save Our Springs provided comment.

5. Discuss and adopt the FY 2027 – FY 2031 Five Year Capital Plan.

   Presentation by Jose Hernandez, Chief Financial Officer.

   MOTION: Adopt the FY 2027 – FY 2031 Five Year Capital Plan..
   RESULT: Approved (Unanimous); 7-0
   MOTION: Mike Doss
   SECONDED BY: Ben Thompson
   AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
   NAY: None.

   ADOPTED AS: RESOLUTION NO. 26-033

6. Discuss and adopt the FY 2027 Operating Budget.

   Presentation by Jose Hernandez, Chief Financial Officer.

   MOTION: Adopt the FY 2027 Operating Budget.
   RESULT: Approved (Unanimous); 7-0
   MOTION: Heather Gaddes
   SECONDED BY: Ben Thompson
   AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
   NAY: None.

   ADOPTED AS: RESOLUTION NO. 26-034

7. Discuss and consider approving an agreement with the Travis County Sheriff's Office for roadside violation enforcement and other law enforcement services.

   Presentation by Norma Martinez, Toll Operations Manager.

   MOTION: Approve an agreement with the Travis County Sheriff's Office for roadside violation enforcement and other law enforcement services.
   RESULT: Approved (Unanimous); 7-0

MOTION: Mike Doss
SECONDED BY: Ben Thompson
AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
NAY: None.

ADOPTED AS: RESOLUTION NO. 26-035

8. Discuss and consider approving the ranking of firms for negotiation of contracts for the General Systems Consultant services pool procurement.

   Presentation by Tracie Brown, Director of Operations.

   MOTION: Approve the ranking of firms for negotiation of contracts for the General Systems Consultant services pool procurement.
   RESULT: Approved (Unanimous); 6-0
   MOTION: Heather Gaddes
   SECONDED BY: David Armbrust
   AYE: Armbrust, Doss, Gaddes, Jenkins, Singleton, Thompson
   NAY: None.

   Nikelle Meade recused herself from this item.

   ADOPTED AS: RESOLUTION NO. 26-036

9. Discuss and consider approving an agreement with Deloitte Consulting LLP for enhancements to the Mobility Authority's Data Platform System.

   Presentation by Greg Mack, Director of IT and Toll Systems.

   MOTION: Approve an agreement with Deloitte Consulting LLP for enhancements to the Mobility Authority's Data Platform System.
   RESULT: Approved (Unanimous); 7-0
   MOTION: Ben Thompson
   SECONDED BY: Mike Doss
   AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
   NAY: None.

   ADOPTED AS: RESOLUTION NO. 26-037

10. Discuss and consider approving an agreement with Deloitte Consulting LLP for monthly toll operations and maintenance services for the Mobility Authority's Data Platform System.

    Presentation by Greg Mack, Director of IT and Toll Systems.

MOTION: Approve an agreement with Deloitte Consulting LLP for monthly toll operations and maintenance services for the Mobility Authority's Data Platform System.
RESULT: Approved (Unanimous); 7-0
MOTION: Heather Gaddes
SECONDED BY: David Armbrust**AYE:** Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
NAY: None.

ADOPTED AS: RESOLUTION NO. 26-038

11. Discuss and consider approving the ranking of firms for negotiation of a contract for engineering and design services for the Ranch to Market Road 1431/183A intersection improvements project.

    Presentation by Oscar Solis, Assistant Director of Engineering.

    MOTION: Approve an agreement with Deloitte Consulting LLP for monthly toll operations and maintenance services for the Mobility Authority's Data Platform System.
    RESULT: Approved (Unanimous); 7-0
    MOTION: David Singleton
    SECONDED BY: Mike Doss
    AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
    NAY: None.

    ADOPTED AS: RESOLUTION NO. 26-039

    *David Singleton left the meeting.

Briefings and Reports

12. Executive Director Report.

    Presentation by James Bass, Executive Director.

    A. Recent agency staff activities.

    B. Agency roadway performance metrics.

Executive Session

Chairman Jenkins announced that the Board would not meet for Executive Session and tabled items 13 through 17.

13. Discuss the acquisition of one or more parcels or interests in real property needed for a maintenance yard and related issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).

14. Discuss legal issues related to the development of the MoPac South Project, as authorized by §551.071 (Consultation with Attorney).

15. Discuss legal issues related to claims by or against the Mobility Authority, including claims submitted on the 183A Phase III Project; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).

16. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).

17. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Regular Items

18. Adjourn meeting.

After confirming that no member of the public wished to address Chairman Jenkins declared the meeting adjourned at 10:41 a.m.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #3

Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program

Strategic Plan Relevance:	Stewardship & Service
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

Project Description/Background: The Mobility Authority's habitual violator process prescribes two notices before habitual violator remedies go into effect. A pre-determination letter is sent 60 days before any remedies are enforced advising the customer again of their outstanding balance and providing an opportunity for resolution. Assuming no resolution, a *Notice of Determination* is mailed notifying the customer they've been determined to be a habitual violator and advising of the consequences. The customer is also informed of their right to appeal the decision and the process by which to do so.

If the customer does not contact the Authority to appeal the habitual violator determination or resolve their outstanding balance, a block is placed on the related vehicle's registration preventing renewal. The block remains in effect until all tolls and fees have been paid, a payment plan has been arranged with the Mobility Authority or the customer is determined to no longer be a habitual violator.

Previous Actions & Brief History of the Program/Project: State law provides that persons deemed to be habitual violators may also be prohibited from use of the Mobility Authority's toll facilities by order of the Board of Directors. Habitual violator customers operating a vehicle in violation of a ban are subject to a Class C misdemeanor with a fine up to $500. A second or subsequent occurrence may result in impoundment of the vehicle. Similar to registration blocks, vehicle bans remain in effect until all

outstanding amounts owed to the Authority have been resolved or the customer is no longer deemed a habitual violator.

Financing: Not applicable.

Action requested/Staff Recommendation: Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

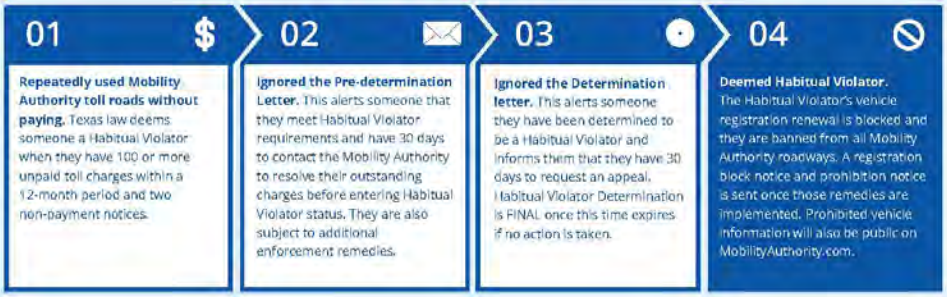
Therefore, staff recommends that the Board of Directors approve the order prohibiting certain vehicles from use of the Authority's toll facilities. Following the Board's approval of this order, a Notice of Prohibition will be mailed by first class mail advising of the ban, consequences if the ban is violated and how the customer may resolve their outstanding balance.

Backup provided: Habitual Violator Vehicle Ban FAQs
Draft Resolution

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Habitual Violator Enforcement Program

Habitual Violator Process



Who is a Habitual Violator?

A Habitual Violator is defined in Section 372.106(a) of the Texas Transportation Code as (A) one who was issued at least two written notices of nonpayment that contained in aggregate 100 or more events of nonpayment within a period of one year and, (B) was issued a warning that failure to pay the amounts specified in the notices may result in the toll project entity's exercise of Habitual Violator remedies.

What enforcement remedies is the Mobility Authority implementing for Habitual Violators?

To encourage equitable payment by all customers, legislation allows for enforcement remedies up to and including vehicle registration renewal blocks, prohibiting Habitual Violator's vehicles on Mobility Authority roadways, on-road enforcement of the vehicle ban, as well as posting names to the agency website of those Habitual Violators with banned vehicles. The Mobility Authority will be implementing these remedies beginning November 2019.

How will I know I'm a Habitual Violator subject to enforcement remedies?

Habitual Violators are provided due process protections prior to any enforcement action.

- A registered vehicle owner who the Mobility Authority determines meets the Habitual Violator status is sent a letter advising them that Habitual Violator remedies may be implemented if the customer's outstanding balance is not resolved. This letter is not required by law but is sent as a courtesy to reflect the Mobility Authority's commitment to the customer.
- A registered vehicle owner who the Mobility Authority determines to be a Habitual Violator receives written notice of that determination and an opportunity for a justice of the peace hearing to challenge their Habitual Violator status.
- Habitual Violator Determination is FINAL if no action is taken, prompt in the Mobility Authority to send a Vehicle Registration Block Notice and/or a Vehicle Ban Notice. These notices urge the Habitual Violator yet again to resolve their toll debt with the Mobility Authority.
- Sufficient time is provided to respond to all notifications.

Learn more about the Habitual Violator Enforcement Program at MobilityAuthority.com

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Habitual Violator Enforcement Program

How can I resolve my Habitual Violator status and settle my toll bill balance?

You can pay outstanding tolls and administrative fees with cash, money order or credit card (a payment plan may be available) by: calling the Mobility Authority Customer Service Center at 512-410-0562, online at www.paymobilitybill.com, or in person at our walk-up center.

Why is the Mobility Authority pursuing enforcement remedies?

The vehicle registration block and other toll enforcement actions are intended to encourage tollway drivers to pay for services rendered to ensure fairness to the overwhelming majority of drivers who pay for the service, maintenance and safety of the toll roads.

How will a person be notified that he or she is subject to enforcement remedies?

A notification letter announcing that a person has met the criteria of Habitual Violator is sent to the address in the Texas Department of Motor Vehicles (TTC 372.106) database, allowing 30 days to contact to dispute their determination as a Habitual Violator or address the account balance before remedies are applied. If the Habitual Violator does not make arrangements with the Mobility Authority during this period, they will be subject to all enforcement remedies. Additionally, notification of a registration renewal block is mailed.

Can someone dispute a toll bill?

Yes. You may contact the Mobility Authority to review all outstanding tolls and fees, correct any errors and arrange for payment to clear your status as a Habitual Violator and the block on your registration. Habitual Violators are also given an opportunity to request an administrative hearing with a justice of the peace.

How will I know or be notified that I am subject to a vehicle ban?

Habitual violators subject to vehicle ban will receive notification that they have been banned, including when the ban will take effect and instructions for how to remove their status as a Habitual Violator.

Can I dispute my toll bill that subjects me to the vehicle ban?

Yes. You may contact the Mobility Authority to review all outstanding tolls and administrative fees, correct any errors and arrange for payment to clear your status as a Habitual Violator and remove the vehicle ban.

What happens if I am banned, but get caught driving on a Mobility Authority toll road?

A person commits an offense when operating a vehicle in violation of the ban and is subject to a Class C misdemeanor with a fine up to $500. A second or subsequent occurrence of driving on the tollway in violation of a ban may result in impoundment of the vehicle.

How will the Mobility Authority know if I'm still driving (after being banned)?

Mobility Authority roads are equipped with technology that recognizes vehicle and license plates on our prohibited list. Individuals operating a prohibited vehicle on Mobility Authority roads will be reported to nearby law enforcement patrolling Mobility Authority roads.

Learn more about the Habitual Violator Enforcement Program at MobilityAuthority.com

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

RESOLUTION NO. 26-0XX

PROHIBITING THE OPERATION OF CERTAIN MOTOR VEHICLES ON MOBILITY AUTHORITY TOLL FACILITIES PURSUANT TO THE HABITUAL VIOLATOR PROGRAM

WHEREAS, Transportation Code, Chapter 372, Subchapter C, authorizes toll project entities, including the Central Texas Regional Mobility Authority (Mobility Authority), to exercise various remedies against certain motorists with unpaid toll violations; and

WHEREAS, Transportation Code §372.106 provides that a "habitual violator" is a registered owner of a vehicle who a toll project entity determines:

(1) was issued at least two written notices of nonpayment that contained:

(A) in the aggregate, 100 or more events of nonpayment within a period of one year, not including events of nonpayment for which: (i) the registered owner has provided to the toll project entity information establishing that the vehicle was subject to a lease at the time of nonpayment, as provided by applicable toll project entity law; or (ii) a defense of theft at the time of the nonpayment has been established as provided by applicable toll project entity law; and

(B) a warning that the failure to pay the amounts specified in the notices may result in the toll project entity's exercise of habitual violator remedies; and

(2) has not paid in full the total amount due for tolls and administrative fees under those notices; and

WHEREAS, the Mobility Authority previously determined that the individuals listed in Exhibit A are habitual violators, and these determinations are now considered final in accordance with Transportation Code, Chapter 372, Subchapter C; and

WHEREAS, Transportation Code §372.109 provides that a final determination that a person is a habitual violator remains in effect until (1) the total amount due for the person's tolls and administrative fees is paid; or (2) the toll project entity, in its sole discretion, determines that the amount has been otherwise addressed; and

WHEREAS, Transportation Code §372.110 provides that a toll project entity, by order of its governing body, may prohibit the operation of a motor vehicle on a toll project of the entity if:
(1) the registered owner of the vehicle has been finally determined to be a habitual violator; and

(2) the toll project entity has provided notice of the prohibition order to the registered owner; and

WHEREAS, the Executive Director recommends that the Board prohibit the operation of the motor vehicles listed in Exhibit A on the Mobility Authority's toll roads, including (1) 183A Toll; (2) 290 Toll; (3) 71 Toll; (4) MoPac Express Lanes; (5) 45SW Toll; (6) 183 Toll; and (7) 183 Express Lanes.

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective August 26, 2026; and

BE IT FURTHER RESOLVED that the Mobility Authority shall provide notice of this resolution to the individuals listed in Exhibit A, as required by Transportation Code §372.110; and

BE IT IS FURTHER RESOLVED that the prohibition shall remain in effect for the motor vehicles listed in Exhibit A until the respective habitual violator determinations are terminated, as provided by Transportation Code §372.110.

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

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #4

Approve an interlocal agreement with the Texas Department of Transportation for shared office space

Strategic Plan Relevance:	Collaboration, Stewardship
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	$0
Funding Source:	Not Applicable
Action Requested:	Consider and act on draft resolution

Background: To better serve the public, the Texas Department of Transportation and the Central Texas Regional Mobility Authority co-located staff at the TxTag Customer Service Center (CSC) at MoPac and Burnet Road to provide walk-up services for their respective customers. These services allow customers to resolve EZ TAG, TxTag, and Mobility Authority toll payments and inquiries in one location. Customers can also sign up for tag accounts at the TxTag CSC.

The TxTag CSC is open Monday through Friday from 7:00 a.m. to 7:00 p.m. and Saturday from 9:00 a.m. to 2:00 p.m.

Action Requested: The proposed ILA also provides flexibility for the services to extend to additional locations if mutually agreed to by both parties. There is no direct cost to the Mobility Authority for these co-location services, as the staff and equipment are provided by the Mobility Authority's Pay By Mail vendor under a service agreement.

The proposed ILA terminates on September 1, 2028.

Previous Actions: The Mobility Authority Board of Directors approved a similar resolution August 28, 2024, which expires September 1, 2026.

Financing: Not Applicable

Action requested/Staff Recommendation: Staff recommends approval of the interlocal agreement with the Texas Department of Transportation for shared office space to co-locate personnel to serve the Mobility Authority's Pay By Mail customers.

Backup provided: Draft resolution
Proposed interlocal agreement

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

RESOLUTION NO. 26-0XX

APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO CO-LOCATE PERSONNEL AT TxTAG CUSTOMER SERVICE CENTERS

WHEREAS, since 2016, the Central Texas Regional Mobility Authority ("Mobility Authority") and the Texas Department of Transportation ("TxDOT") have co-located staff at the TxTag Customer Service Center (CSC) to provide walk-up services to their respective customers; and

WHEREAS, the interlocal agreement between the Mobility Authority and TxDOT for co-located personnel expires on September 1, 2026, and both agencies wish to continue their co-location arrangement by entering into a new interlocal agreement at no cost to either agency; and

WHEREAS, the Executive Director recommends that the Board of Directors approve a new interlocal agreement with TxDOT for the co-location of personnel at TxTag Customer Service Centers in the form or substantially same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized and directed to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially same form as Exhibit A hereto.

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

Submitted and reviewed by:

_____
James M. Bass
Executive Director

Approved:

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

Exhibit A

Contract No _____

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation	TxDOT
Central Texas Regional Mobility Authority	Local Government

II. PURPOSE: To better serve the public, the TxDOT desires to share office space with the Local Government at locations managed by TxDOT.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed **$0.00** and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on **September 1, 2028** or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:
THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A,** Scope of Services**, Attachment B,** Budget**, Attachment C,** General Terms and Conditions, **Attachment D,** Resolution or Ordinance and **Attachment E,** Location Map Showing Project.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE

_____
TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

I. TxDOT will house representatives and equipment of the Local Government at locations managed by TxDOT. The Local Government will provide customer service to local government customers.

II. Local Government shall respond to Local Government customer service issues and any and all inquiries with their own equipment and back-office system.

III. Local Government shall not operate outside of the TxDOT hours of operations at the location(s).

IV. TxDOT reserves the right to add or delete locations under this contract. TxDOT will coordinate with the Local Government for locations to be added. TxDOT will provide 30 calendar days written notice to the Local Government for locations to be deleted.

V. Local Government representative(s) shall not be granted access to or use any TxDOT equipment or back-office system. TxDOT employee(s) will not be granted access to or use any Local Government equipment or back-office system.

ATTACHMENT B

Budget

No funds shall be exchanged under this agreement.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments
This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements
If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes
TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment
Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination
This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities
Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties
Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision
The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	Central Texas Regional Mobility Authority Director of Operations 3300 North Interstate 35, Suite #300 Austin, Texas 78705
TxDOT:	Texas Department of Transportation Director of Contract Services 125 East 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D

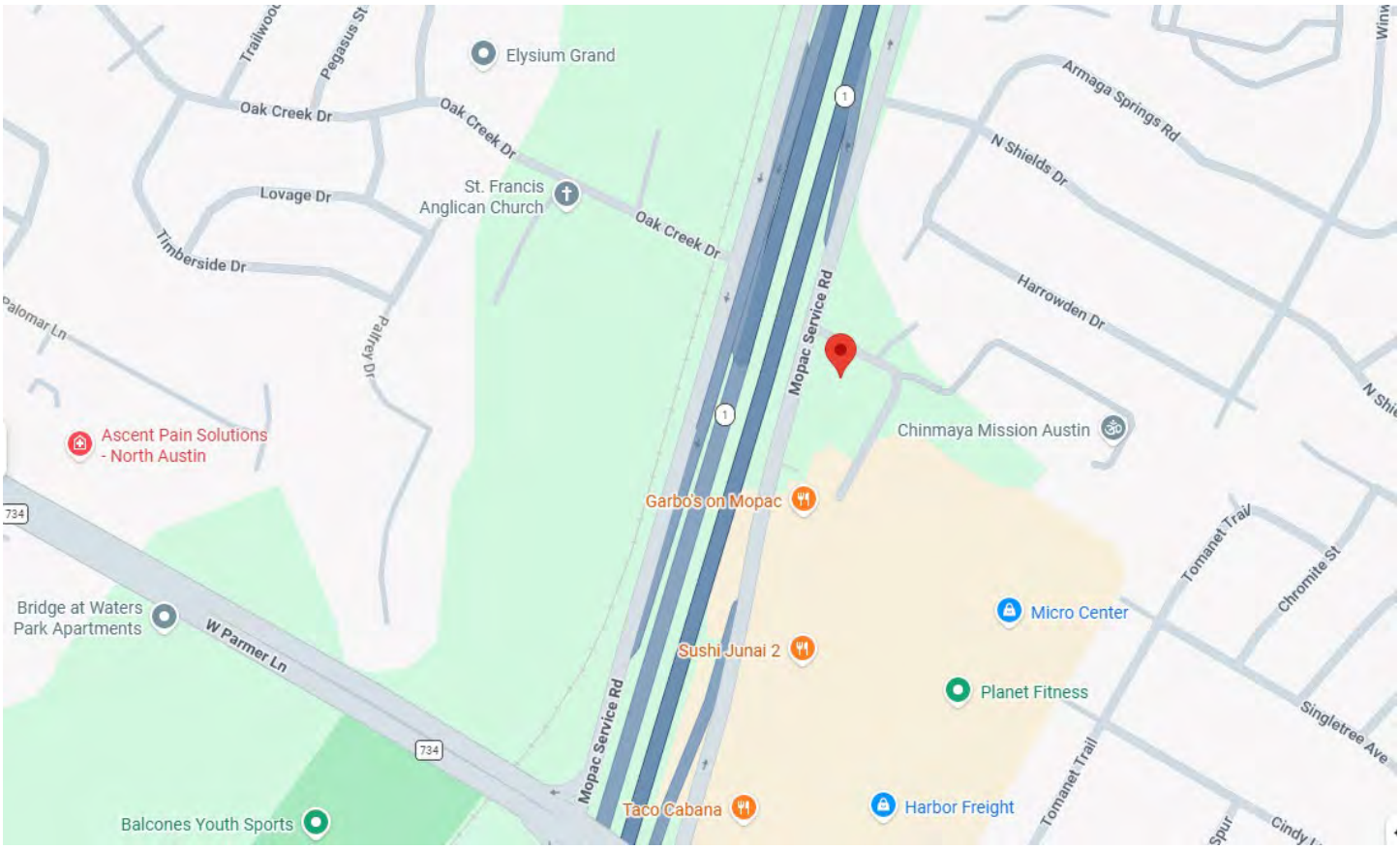
Resolution or Ordinance

ATTACHMENT E

Location Maps Showing Project

TxDOT Customer Service Center

12719 Burnet Road, Austin TX



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #5

Approve an agreement with Williamson County and Williamson County Constable Precinct 4 for habitual violator enforcement and safety patrol services

Strategic Plan Relevance:	Safety, Stewardship, Collaboration, Innovation, and Service
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Determined annually via the budgeting process. $50,000 for FY27
Funding Source:	Operating budget
Action Requested:	Consider and act on draft resolution

Background: Most Mobility Authority customers pay for their toll usage in a timely manner, either by electronic toll tag or through our courtesy Pay By Mail program. Non-payers weaken the Mobility Authority' ability to pay back its bonds and finance future projects. It also presents an unfair burden to the Mobility Authority's paying customers.

Chapter 372 of the Texas Transportation Code provides enforcement tools for egregious toll violators throughout Texas. This statute authorizes additional remedies for "habitual violators," those who have accumulated 100 or more unpaid tolls in aggregate in a 12-month period and have been issued two notices of nonpayment. The remedies include publication of the toll scofflaw's name, a vehicle registration block, and a ban on the vehicle's use of the entity's toll facilities. Traffic citations and vehicle impoundment are possible for those who violate the vehicle's prohibition.

Current Action: Through an interlocal agreement with Williamson County, the Authority will contract for marked law enforcement vehicles, uniformed law

enforcement officer, and all vehicular equipment necessary to identify offenders and enforce Texas Transportation Code Section 372 violation of an order prohibiting the operation of motor vehicles on Mobility Authority-operated toll facilities within Williamson County or adjacent counties as permitted when the following criteria are met:

i) the registered owner of the vehicle has been finally determined to be a habitual violator; and
ii) the toll project entity has mailed notice of the prohibition order to the registered owner.

Specific operations include active law enforcement, identifying and stopping certain vehicles via the use of license plate information provided by the Mobility Authority, issuing a citation for violation of a prohibition order, issuing verbal and written notification to the violator of possible action to be taken if violator continues to use the facility, and directing the impoundment of the prohibited vehicle under the appropriate circumstances.

Additional activities will include assisting with agency safety campaign efforts and providing safety patrolling services. Separately, will include typical law enforcement activities like, warnings, arrests, perpetrator transportation, impounding of vehicles, etc. The law enforcement officers will be required to provide written monthly reports noting their enforcement hours and a summary of the violations issued during the targeted enforcement period.

The Interlocal Agreement with Williamson County specifies the constable deputies will serve as independent contractors for the Mobility Authority. The ILA also covers the use of county vehicles for these services at a rate of $18 per hour per vehicle to cover the costs for fuel, maintenance and automobile insurance premiums.

The term of the proposed ILA shall begin after full execution and terminate on September 30, 2027. The ILA will have two one (1) year automatic renewals if both parties are in concurrence. The Agreement may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Previous Actions: In July 2019 **t**he Mobility Authority's Board of Directors authorized the Executive Director to negotiate agreements with Travis and Williamson Counties

for habitual violator enforcement services. The Williamson County Commissioner's Court approved a standard agreement for off-duty contracting of county constable deputies in December 2019. Active on-road enforcement with the Williamson County constable deputies began in February 2020.

Resolution No. 23-022 approved another three-year agreement for the same services. This agreement expires in September 2026.

Staff Recommendation: Staff recommends approving the Interlocal Agreement with Williamson County for habitual violator road enforcement and other safety patrol services.

Backup Provided: Draft Resolution
Draft Interlocal Agreement

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

RESOLUTION NO. 26-0XX

APPROVING AN AGREEMENT WITH WILLIAMSON COUNTY AND WILLIAMSON COUNTY CONSTABLE PRECINCT 4 FOR HABITUAL VIOLATOR ENFORCEMENT AND SAFETY PATROL SERVICES

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) requires habitual violator enforcement and safety patrol services on Mobility Authority facilities; and; and

WHEREAS, pursuant to Section 401.0061 of the Mobility Authority Policy Code, law enforcement services are exempted from competitive procurement requirements; and

WHEREAS, Williamson County Constable deputies have been providing habitual violator enforcement services to the Mobility Authority through Williamson County's off-duty program since 2020; and

WHEREAS, the current agreement with the Williamson County and Williamson County Constable Precinct 4 for habitual violator enforcement services expires on September 30, 2026; and

WHEREAS, the Executive Director, Williamson County and Williamson County Constable Precinct 4 have proposed a draft interlocal agreement which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director requests that the Board authorize him to execute the proposed interlocal agreement with Williamson County and Williamson County Constable Precinct 4 for habitual violator enforcement and safety patrol services on Mobility Authority facilities for a term of up to three (3) years.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to execute an interlocal agreement with the Williamson County for habitual violator road enforcement and safety patrol services on Mobility Authority facilities for a term of up to three (3) years 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:

_____
James M. Bass
Executive Director

Approved:

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

Exhibit A

STATE OF TEXAS	**§**	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	**§**	**LAW ENFORCEMENT DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce Texas Transportation Code, Chapter 372, Subchapter C regarding nonpayment of tolls and associated remedies. DEPUTIES are at all times subject to the rules and policies of the LEA. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is mutually agreed that the COUNTY shall retain the right to withdraw its permission for any individual deputy of the LEA at any time, and to withdraw its permission for all DEPUTIES to work in a private capacity upon 30 days written notice to the LGE. If the permission of the COUNTY is withdrawn for all DEPUTIES to work in a private capacity, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or intergovernmental risk pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three

Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE. Upon execution of this AGREEMENT, LGE shall provide the COUNTY with insurance certificates evidencing compliance with the insurance requirements herein.

4. The initial term of this AGREEMENT shall begin on October 1, 2026, and shall terminate on September 30, 2027, and will have two additional one (1) year automatic renewals. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days written notice to the other party. Unless such notice is provided, the AGREEMENT will automatically renew on October 1, 2027, and October 1, 2028.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $18.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and LEA no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

LEA'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. No party hereto waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of Office: Central Texas Regional Mobility Authority

Signature: _____

Printed Name: James M. Bass

Title: Executive Director

Date: _____

LEA:

Williamson County Constable Pct 4
412 Vance Street, Suite 3
Taylor, TX 76574

Signature of Official: _____
Name of Official: Constable Paul Lee Leal

Date: _____, 20____

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM # 6

Approve the annual cyber security and artificial intelligence training compliance report for submittal to the Texas Department of Information Resources as required by Texas Government Code §2054.5191

Strategic Plan Relevance:	Stewardship
Department:	Information Technology
Contact:	Greg Mack, Director of IT and Toll Systems
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

Project Description/Background:

The Mobility Authority is required by state statute t complete the Texas Certified Cybersecurity & artificial intelligence Training Program prior to August 31st each year and certify the completion to the Texas Department of Information Resources (DIR). The Mobility Authority utilizes a certified training program to ensure employees and board members comply with training requirements.

Texas Government Code Section 2054.5191(b) states that a cybersecurity training program must: Focus on forming information security habits and procedures that protect information resources and teach best practices for detecting, assessing, reporting, and addressing information security threats.
Government entities must complete the training requirements every year by August 31st. Additionally per the state statute, the governing board of the entity must certify the completion annually using the DIR Cybersecurity Training Certification for State and Local Governments portal.

This agenda item is requesting the board certify compliance with the cybersecurity & artificial intelligence training statutory requirement. Approval of this item would also designate the Executive Director, Chief Financial Officer or Director of Information Technology (IT) as staff authorized to report cybersecurity training compliance to the appropriate DIR entity.

Financing: N/A

Action requested/Staff Recommendation: Staff recommends board approval for the Executive Director, Chief Financial Officer or Director of IT positions as staff authorized to report required cybersecurity training compliance to the appropriate DIR entity. Staff further recommends the board certify to DIR compliance with the annual cybersecurity required training as prescribed by state statute.

Backup provided: Draft resolution
Cybersecurity Training Completion Report to be provided at the board meeting

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

RESOLUTION NO. 26-0XX

APPROVING THE ANNUAL CYBER SECURITY AND ARTIFICIAL INTELLIGENCE TRAINING COMPLIANCE REPORT FOR SUBMITTAL TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES

WHEREAS, pursuant to Texas Government Code §2054.5191, employees and officials of the Central Texas Regional Mobility Authority (Mobility Authority) are required to complete a cybersecurity training program and an artificial intelligence training program at least once each year; and

WHEREAS, the Executive Director has prepared a training completion report verifying completion of the annual cybersecurity and artificial intelligence training program in the form required by and in compliance with Texas Government Code §2054.5191 which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director certifies to the Board that the information contained in the training completion report attached hereto as Exhibit A is true and correct; and

WHEREAS, the Mobility Authority's Board of Directors (Board) is required to approve the training program and completion report prior to submission to the Texas Department of Information Resources.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves (1) the annual cybersecurity and artificial intelligence training program for employees and officials of the Mobility Authority and (2) the training completion report attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Board directs the Executive Director to perform all actions necessary to submit the training completion report to the Texas Department of Information Resources in accordance with Texas Government Code §2054.5191.

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

Submitted and reviewed by:

_____
James M. Bass
Executive Director

Approved:

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

Exhibit A

(To be provided at the Board Meeting)

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #7

Accept the unaudited financial statements for June 2026 and July 2026

Strategic Plan Relevance:	Stewardship
Department:	Finance
Contact:	José Hernández, Chief Financial Officer
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

Project Description/Background: Presentation and acceptance of the unaudited financial statements for June 2026 and July 2026.

Previous Actions & Brief History of the Program/Project: N/A

Financing: N/A

Action requested/Staff Recommendation: Accept the audited financial statements for June 2026 and July 2026.

Backup provided: Draft Resolution
Draft unaudited financial statements for June 2026 and July 2026.

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

RESOLUTION NO. 26-0XX

ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR JUNE 2026 AND JULY 2026

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of the Mobility Authority's expenditures for goods and services, including those related to project development, as well as close scrutiny of the Mobility Authority's financial condition and records is the responsibility of the Board and its designees through procedures the Board may implement from time to time; and

WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of June 2026 and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of July 2026 and has caused financial statements to be prepared and attached to this resolution as Exhibit B.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the unaudited financial statements for June 2026 and July 2026, attached hereto as Exhibit A and Exhibit B, respectively.

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

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

Financial Statements for June 2026

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending June 30, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	192,853,183	225,178,046	116.76%	172,892,413
Video Tolls	68,167,152	51,512,131	75.57%	64,239,774
Fee Revenue	16,644,065	13,965,834	83.91%	15,365,449
Total Operating Revenue	**277,664,400**	**290,656,012**	**104.68%**	**252,497,637**
Other Revenue				
Interest Income	35,440,000	30,096,272	84.92%	41,292,933
Grant Revenue	-	-	-	595,467
Miscellaneous Revenue	15,000	4,205	28.03%	16,438
Headquarters Rent Revenue	-	242,229	-	186,343
Other Financing Sources	-	1,813,131	-	-
Gain/Loss on Sale of Asset	-	9,800	-	12,000
Gain/Loss on Investments	-	260,476	-	-
Unrealized Gain/Loss	-	-	-	97,300
Total Other Revenue	**35,455,000**	**32,426,113**	**91.46%**	**42,200,481**
TOTAL REVENUE	**313,119,400**	**323,082,125**	**103.18%**	**294,698,118**
EXPENSES				
Salaries and Benefits				
Salary Expense - Regular	5,853,330	5,205,955	88.94%	5,201,161
Salary Reserve	80,000	-	-	-
TCDRS	1,261,493	1,147,336	90.95%	1,063,392
FICA	301,224	264,359	87.76%	234,943
FICA MED	84,873	74,734	88.05%	65,303
Health Insurance Expense	854,583	692,250	81.00%	508,067
Life Insurance Expense	4,401	4,141	94.09%	2,937
Auto Allowance Expense	10,200	10,243	100.42%	10,243
Other Benefits	300,617	162,673	54.11%	153,945
Unemployment Taxes	7,200	6,412	89.06%	1,841
Total Salaries and Benefits	**8,757,921**	**7,568,103**	**86.41%**	**7,241,831**
Administrative				
Administrative and Office Expenses				
Accounting	11,000	10,023	91.11%	8,598
Auditing	187,000	186,415	99.69%	285,713
Financial Advisors	180,000	205,200	114.00%	155,700
Human Resources	100,000	2,091	2.09%	1,320
Legal	30,000	3,717	12.39%	25,860

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending June 30, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
IT Services	550,000	352,659	64.12%	424,751
Software Licenses	1,866,000	2,125,876	113.93%	1,795,737
Cell Phones	27,900	30,961	110.97%	20,682
Local Telephone Service	2,500	769	30.75%	2,497
Overnight Delivery Services	200	159	79.67%	17
Copy Machine	15,300	13,436	87.82%	15,264
Repair and Maintenance - General	10,000	-	-	-
Meeting Facilities	2,500	-	-	-
Meeting Expense	16,750	15,407	91.98%	18,443
Toll Tag Expense	3,000	495	16.50%	1,804
Parking / Local Ride Share	2,750	253	9.20%	386
Mileage Reimbursement	4,950	1,887	38.13%	1,125
Insurance Expense	1,601,000	1,346,887	84.13%	968,224
Rent Expense	855,000	406,511	47.55%	280,006
Building Parking	4,000	2,516	62.91%	2,424
Total Legal Services	473,000	328,775	69.51%	231,723
Total Administrative and Office Expenses	**5,942,850**	**5,034,037**	**84.71%**	**4,240,276**
Office Supplies				
Books and Publications	4,750	3,576	75.28%	3,576
Office Supplies	7,750	3,372	43.51%	2,106
Miscellaneous Office Equipment	4,500	-	-	-
Computer Supplies	207,600	203,896	98.22%	42,221
Copy Supplies	500	-	-	-
Other Reports - Printing	750	-	-	-
Office Supplies - Printed	5,000	5,313	106.25%	2,394
Postage Expense	1,450	1,123	77.46%	594
Total Office Supplies	**232,300**	**217,280**	**93.53%**	**50,891**
Communications and Public Relations				
Print Production	75,000	-	-	-
Website Maintenance	185,000	246,614	133.30%	109,919
Research Services	185,000	-	-	40,581
Communications and Marketing	600,000	843,434	140.57%	599,309
Media Planning and Placement	1,225,000	1,380,263	112.67%	1,686,072
Direct Mail Production	45,000	15,280	33.95%	-
TV and Video Production	250,000	14,700	5.88%	59,695
Photography	25,000	1,925	7.70%	850
Radio Production	50,000	-	-	-

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending June 30, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Other Public Relations	20,000	-	-	13,421
Promotional Items	25,000	26,894	107.58%	12,721
Printing	55,000	20	-	2,827
Other Communication Expenses	50,000	33,100	66.20%	29,234
Total Communications and Public Relations	**2,790,000**	**2,562,230**	**91.84%**	**2,554,629**
Employee Development				
Subscriptions	750	139	18.53%	139
Agency Memberships	89,850	60,719	67.58%	58,427
Continuing Education	15,000	3,850	25.67%	3,949
Professional Development	32,200	31,672	98.36%	12,439
Other Licenses	3,200	1,066	33.31%	537
Seminars and Conferences	79,100	27,793	35.14%	17,475
Travel	124,500	84,261	67.68%	55,473
Total Employee Development	**344,600**	**209,500**	**60.80%**	**148,439**
Financing and Banking Fees				
Trustee Fees	65,000	62,500	96.15%	55,000
Bank Fee Expense	12,000	10,452	87.10%	7,802
Continuing Disclosure	-	3,500	-	6,200
Arbitrage Rebate Calculation	17,500	25,065	143.23%	15,400
Rating Agency Expense	50,000	47,500	95.00%	46,000
Total Financing and Banking Fees	**144,500**	**149,017**	**103.13%**	**130,402**
Total Administrative	**9,454,250**	**8,172,064**	**86.44%**	**7,124,636**
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	1,423,918	897,304	63.02%	923,334
GEC 2.1 Program Funding Support	273,000	266,561	97.64%	215,805
GEC-Toll Ops Support	1,564,803	1,148,005	73.36%	1,669,824
GEC-Roadway Ops Support	1,723,022	1,229,379	71.35%	919,759
GEC-Technology Support	743,076	658,860	88.67%	535,911
GEC-Public Information Support	250,000	223,409	89.36%	241,292
GEC-General Support	1,839,343	3,012,278	163.77%	1,913,900
General System Consultant	1,977,721	2,994,563	151.41%	2,018,493
Traffic Modeling	121,375	3,428	2.82%	-
Traffic and Revenue Consultant	1,985,000	582,025	29.32%	1,149,711
Total Operations and Maintenance Consulting	**11,901,258**	**11,015,812**	**92.56%**	**9,588,029**

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending June 30, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Roadway Operations and Maintenance				
Roadway Maintenance	4,281,352	3,562,768	83.22%	3,864,518
Landscape Maintenance	3,530,097	2,790,558	79.05%	2,436,448
Maintenance Supplies-Roadway	350,400	122,027	34.83%	55,536
Tools and Equipment Expense	95,000	7,432	7.82%	1,825
Gasoline	30,000	14,821	49.40%	15,163
Repair and Maintenance - Vehicles	10,000	7,092	70.92%	11,237
Natural Gas	-	4,409	-	1,766
Electricity - Roadways	364,125	265,881	73.02%	293,448
Total Roadway Operations and Maintenance	**8,660,974**	**6,774,990**	**78.22%**	**6,679,940**
Toll Processing and Collection Expense				
Image Processing	1,907,578	2,901,302	152.09%	3,157,949
Tag Collection Fees	15,331,704	15,217,811	99.26%	11,855,559
Court Enforcement Costs	189,080	17,205	9.10%	3,420
PBM Incentive	500,000	-	-	-
Total Processing and Collection Expense	**17,928,362**	**18,136,319**	**101.16%**	**15,016,928**
Toll Operations Expense				
Generator Fuel	3,000	2,648	88.26%	523
Fire and Burglar Alarm	500	493	98.69%	493
Refuse	2,900	2,589	89.28%	2,244
Telecommunications	160,000	187,673	117.30%	177,310
Water - Irrigation	9,500	5,672	59.71%	7,233
Electricity	650	-	-	683
ETC Spare Parts Expense	250,000	290,138	116.06%	168,157
Repair and Maintenance Toll Equipment	100,000	199,412	199.41%	10,426
Law Enforcement	780,037	748,106	95.91%	496,300
ETC Maintenance Contract	6,127,500	6,369,116	103.94%	5,084,635
Transaction Processing Maintenance Contract	2,185,000	2,100,582	96.14%	2,016,102
ETC Toll Management Center Sys Operation	474,824	378,139	79.64%	753,896
ETC Development	520,000	124,778	24.00%	209,500
ETC Testing	450,000	-	-	-
Total Toll Operations Expense	**11,063,911**	**10,409,347**	**94.08%**	**8,927,501**
Total Operations and Maintenance	**49,554,505**	**46,336,467**	**93.51%**	**40,212,398**

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending June 30, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Other Expenses				
Special Projects and Contingencies				
HERO	1,677,351	1,669,779	99.55%	118,131
Special Projects	250,000	3,181	1.27%	-
71 Express Interest Expense	1,550,000	1,460,492	94.23%	1,636,098
Customer Relations	10,000	13,245	-	14,707
Technology Initiatives	75,000	-	-	-
Other Contractual Services	325,000	152,250	46.85%	192,000
Contingency	200,000	-	-	-
Total Special Projects and Contingencies	**4,087,351**	**3,298,948**	**80.71%**	**1,960,937**
TOTAL OPERATING EXPENSE	**71,854,027**	**65,375,582**	**90.98%**	**56,539,802**
Income before Non-Cash Expense	**241,265,373**	**257,706,543**	**106.81%**	**238,158,316**
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	1,420,000	1,413,863	99.57%	1,417,405
Amortization Expense - RTU Asset - Leases	429,000	428,960	99.99%	514,752
Amortization Expense - Refundings	7,500,000	6,716,584	89.55%	3,548,902
Total Amortization Expense	**9,349,000**	**8,559,408**	**91.55%**	**5,481,060**
Depreciation Expense				
Depreciation Expense - Equipment	4,400	26,041	591.84%	4,340
Depreciation Expense - Autos and Trucks	21,000	14,645	69.74%	20,896
Depreciation Expense - Building & Toll Facility	177,000	176,748	99.86%	176,748
Depreciation Expense - Highways and Bridges	55,000,000	56,692,694	103.08%	48,336,637
Depreciation Expense - Toll Equipment	3,700,000	3,867,848	104.54%	3,608,487
Depreciation Expense - Signs	823,000	639,403	77.69%	822,834
Depreciation Expense - Land Improvements	543,000	542,323	99.88%	542,323
Total Depreciation Expense	**60,268,400**	**61,959,702**	**102.81%**	**53,512,265**
Pension & OPEB Adjustments Expense	-	(375,299)	-	(125,191)
TOTAL NON-CASH EXPENSE	**69,617,400**	**70,143,811**	**100.76%**	**58,868,133**
Operating Income	**171,647,973**	**187,562,732**	**109.27%**	**179,290,183**

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending June 30, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Non-Operating Expenses				
Undeveloped Projects/Non Capital Assets	-	334,390	-	8,027,002
Bond Issuance Expense	-	2,513,349	-	-
Miscellaneous Adjustments	-	33,226	-	12,534
Interest Expense - Debt Obligations	97,658,977	66,074,630	67.66%	76,005,117
Interest Expense - Right to Use Assets	6,200	6,196	99.93%	26,465
Arbitrage Expense	-	8,207,626	-	-
Headquarters Expenses	512,080	393,833	76.91%	186,513
Community Initiatives	600,000	25,258	4.21%	283,093
Total Non-Operating Expenses	**98,777,257**	**77,588,506**	**78.55%**	**84,540,725**
TOTAL EXPENSES	**240,248,684**	**213,107,899**	**88.70%**	**199,948,660**
Net Income	**72,870,716**	**109,974,226**	**150.92%**	**94,749,458**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending June 30, 2026

	MoPac Budget Amount FY 2026	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	17,746,117	25,610,448	144.32%	17,492,176
Video Tolls	5,422,828	5,027,058	92.70%	6,328,646
Fee Revenue	518,855	427,495	82.39%	563,103
Total Operating Revenue	**23,687,800**	**31,065,001**	**131.14%**	**24,383,925**
Other Revenue				
Interest Income	560,000	1,066,894	190.52%	1,061,960
Total Other Revenue	**560,000**	**1,066,894**	**190.52%**	**1,061,960**
TOTAL REVENUE	**24,247,800**	**32,131,894**	**132.51%**	**25,445,885**
EXPENSES				
Administrative				
Administrative and Office Expenses				
Financial Advisors	-	-	-	3,600
Software Licenses	92,500	-	-	-
Total Administrative and Office Expenses	**92,500**	**-**	**-**	**3,600**
Financing and Banking Fees				
Bank Fee Expense	-	567	-	148
Total Financing and Banking Fees	**-**	**567**	**-**	**148**
Total Administrative	**92,500**	**567**	**0.61%**	**3,748**
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	50,735	344,699	679.41%	358,831
GEC 2.1 Program Funding Support	27,000	88,854	329.09%	71,935
GEC-Toll Ops Support	86,553	65,740	75.95%	104,067
GEC-Roadway Ops Support	138,978	394,178	283.63%	342,172
GEC-Technology Support	39,224	186,283	474.92%	171,355
GEC-General Support	306,557	346,218	112.94%	325,141
General System Consultant	108,279	176,465	162.97%	139,885
Traffic Modeling	3,625	686	18.91%	-
Traffic and Revenue Consultant	-	238,084	-	78,083
Total Operations and Maintenance Consulting	**760,951**	**1,841,206**	**241.96%**	**1,591,469**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending June 30, 2026

	MoPac Budget Amount FY 2026	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
Roadway Operations and Maintenance				
Roadway Maintenance	606,036	1,017,384	167.88%	513,405
Landscape Maintenance	427,411	426,836	99.87%	408,537
Maintenance Supplies-Roadway	49,600	23,710	47.80%	13,765
Natural Gas	10,000	9,708	97.08%	8,885
Electricity - Roadways	10,875	25,611	235.50%	24,961
Total Roadway Operations and Maintenance	**1,103,922**	**1,503,249**	**136.17%**	**969,553**
Toll Processing and Collection Expense				
Image Processing	143,382	127,636	89.02%	-
Tag Collection Fees	1,230,770	1,134,239	92.16%	849,315
Court Enforcement Costs	10,920	-	-	-
Total Processing and Collection Expense	**1,385,072**	**1,261,875**	**91.11%**	**849,315**
Toll Operations Expense				
Telecommunications	-	13,068	-	12,335
Water - Irrigation	-	1,831	-	1,960
Repair and Maintenance Toll Equipment	-	-	-	35,107
Law Enforcement	44,963	-	-	-
ETC Maintenance Contract	322,500	148,031	45.90%	835,404
Transaction Processing Maintenance Contract	115,000	124,218	108.02%	128,898
ETC Toll Management Center System Operation	12,176	30,501	250.50%	113,063
Total Toll Operations Expense	**494,639**	**317,649**	**64.22%**	**1,126,766**
Total Operations and Maintenance	**3,744,584**	**4,923,979**	**131.50%**	**4,537,103**
Other Expenses				
Special Projects and Contingencies				
HERO	96,873	218,894	225.96%	232,359
Total Special Projects and Contingencies	**96,873**	**218,894**	**225.96%**	**232,359**
TOTAL OPERATING EXPENSE	**3,933,957**	**5,143,440**	**130.74%**	**4,773,209**
Income before Non-Cash Expense	**20,313,843**	**26,988,454**	**132.86%**	**20,672,675**
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	32,000	16,993	53.10%	31,200
Total Amortization Expense	**32,000**	**16,993**	**53.10%**	**31,200**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending June 30, 2026

	MoPac Budget Amount FY 2026	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
Depreciation Expense				
Depreciation Expense - Highways and Bridges	5,500,000	5,475,301	99.55%	5,464,983
Depreciation Expense - Toll Equipment	440,000	821,186	186.63%	438,787
Depreciation Expense - Signs	29,000	28,550	98.45%	28,550
Total Depreciation Expense	**5,969,000**	**6,325,037**	**105.96%**	**5,932,320**
TOTAL NON-CASH EXPENSE	**6,001,000**	**6,342,030**	**105.68%**	**5,963,520**
Operating Income	**14,312,843**	**20,646,425**	**144.25%**	**14,709,155**
Non-Operating Expenses				
Undeveloped Projects/Non Capital Assets	-	-	-	3,134,808
Interest Expense - Debt Obligations	702,389	680,006	96.81%	725,144
CAMPO RIF Payment	10,000,000	10,000,000	100.00%	10,000,000
Total Non-Operating Expenses	**10,702,389**	**10,680,006**	**99.79%**	**13,859,952**
TOTAL EXPENSES	**20,637,346**	**22,165,475**	**107.40%**	**24,596,682**
Net Income	**3,610,454**	**9,966,419**	**276.04%**	**849,203**

Central Texas Regional Mobility Authority
Balance Sheet
as of June 30, 2026

	System as of 6/30/26	MoPac as of 6/30/26	Consolidated as of 6/30/26	Consolidated as of 6/30/25
ASSETS				
Current Assets				
Cash				
Regions Operating Account	202,993	-	202,993	132,040
Cash in TexStar	4,273,360	-	4,273,360	785,266
Regions Payroll Account	(17,025)	-	(17,025)	(4,182)
Restricted Cash				
Goldman Sachs	477,836,884	-	477,836,884	502,763,864
Restricted Cash - TexSTAR	24,383,864	-	24,383,864	30,050,073
Treasury SLGS	75,989,938	-	75,989,938	189,075,879
Non-System Cash				
MoPac Operating Account	-	2,879	2,879	4,139
MoPac - Goldman Sachs	-	41,078,205	41,078,205	28,014,955
Headquarters Operating Account	3,357	-	3,357	3,357
Headquarters Security Deposits	-	-	-	28,898
Headquarters Property Management	56,105	-	56,105	59,805
Total Cash and Cash Equivalents	**582,729,475**	**41,081,084**	**623,810,559**	**750,914,094**
Accounts Receivables				
Accounts Receivable - Net	12,672,171	1,373,323	14,045,494	13,736,952
Due From Other Agencies	297,082	-	297,082	794,272
Due From NTTA	3,078,911	-	3,078,911	2,694,198
Due From HCTRA	17,965,935	-	17,965,935	15,876,395
Due From TxDOT	422,650	271,191	693,840	16,354,365
Due From Other Funds	-	2,059,238	2,059,238	2,393,292
Interest Receivable	650,238	-	650,238	1,270,162
Total Receivables	**36,243,472**	**3,805,070**	**40,048,543**	**53,438,175**
Short Term Investments				
Treasuries	184,649,688	-	184,649,688	49,828,374
Agencies	105,000,000	-	105,000,000	119,688,360
Total Short Term Investments	**289,649,688**	**-**	**289,649,688**	**169,516,734**
Total Current Assets	**908,622,635**	**44,886,154**	**953,508,789**	**973,869,003**
Capital Assets				
Non-Depreciable Assets				
Construction in Progress	95,194,403	1,344,481	96,538,884	443,324,541
Land	972,235	-	972,235	972,235
Right of Way	88,149,606	-	88,149,606	88,149,606

Central Texas Regional Mobility Authority
Balance Sheet
as of June 30, 2026

	System as of 6/30/26	MoPac as of 6/30/26	Consolidated as of 6/30/26	Consolidated as of 6/30/25
Depreciable Assets - Net Depreciation and Amortization				
Equipment	99,824	-	99,824	125,865
Autos and Trucks	145,352	-	145,352	92,232
Buildings and Toll Facilities	3,699,717	-	3,699,717	3,876,465
Highways and Bridges	2,066,516,442	175,815,418	2,242,331,860	1,854,120,441
Toll Equipment	23,224,968	2,856,036	26,081,004	28,259,941
Signs	9,832,895	138,174	9,971,069	10,639,023
Land Improvements	3,659,783	-	3,659,783	4,202,106
Intangible Assets				
Intangible Software	3,059,442	36,770	3,096,212	4,527,067
Right to Use Assets				
Leases	-	-	-	428,960
Total Capital Assets	**2,294,554,668**	**180,190,879**	**2,474,745,547**	**2,438,718,482**
Other Assets				
Intangible Assets-Net	135,798,147	-	135,798,147	159,186,473
Prepaid Insurance	355,996	-	355,996	290,675
Deferred Outflows (Pension & OPEB related)	1,750,759	-	1,750,759	2,023,955
Total Other Assets	**137,904,902**	**-**	**137,904,902**	**161,501,103**
Total Assets	**3,341,082,205**	**225,077,033**	**3,566,159,238**	**3,574,088,588**
LIABILITIES				
Current Liabilities				
Accounts Payable	15,688,336	1,157,386	16,845,722	47,454,627
Construction Payable	2,224,067	-	2,224,067	-
Headquarters Security Deposits Payable	-	-	-	28,897
Interest Payable	32,814,853	337,208	33,152,061	40,476,905
Due to Other Funds	2,059,238	-	2,059,238	2,393,291
Deferred Compensation Payable	10,663	-	10,663	10,570
TCDRS Payable	138,470	-	138,470	123,021
Medical Reimbursement Payable	90	-	90	-
Due to other Agencies	8,347	-	8,347	1,201
Due to HCTRA	1,160,429	-	1,160,429	1,063,513
71E TxDOT Obligation - Short Term	555,687	-	555,687	631,260
Total Current Liabilities	**54,660,181**	**1,494,594**	**56,154,775**	**92,200,287**
Long Term Liabilities				
Compensated Absences	864,323	-	864,323	864,323
Right to Use Obligations - Lease	-	-	-	410,575
Deferred Inflows (Pension & OPEB related)	1,329,524	-	1,329,524	1,060,679
Pension & OPEB Liability	700,721	-	700,721	1,618,061
Long Term Payables	**2,894,568**	**-**	**2,894,568**	**4,288,974**

Central Texas Regional Mobility Authority
Balance Sheet
as of June 30, 2026

	System as of 6/30/26	MoPac as of 6/30/26	Consolidated as of 6/30/26	Consolidated as of 6/30/25
Bonds Payable				
Senior Lien Revenue Bonds:				
Senior Lien Revenue Bonds 2010	96,730,700	-	96,730,700	100,246,350
Senior Lien Revenue Bonds 2011	-	-	-	2,745,754
Senior Lien Revenue Bonds 2015	-	-	-	9,000,000
Senior Lien Refunding Revenue Bonds 2016	28,090,000	-	28,090,000	42,940,000
Senior Lien Revenue Bonds 2018	42,300,000	-	42,300,000	43,345,000
Senior Lien Revenue Bonds 2020A	49,135,000	-	49,135,000	50,265,000
Senior Lien Refunding Bonds 2020B	52,880,000	-	52,880,000	53,610,000
Senior Lien Refunding Bonds 2020C	76,955,000	-	76,955,000	128,105,000
Senior Lien Revenue Bonds 2020E	167,160,000	-	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	-	255,075,000	255,075,000
Senior Lien Refunding Bonds 2021D	272,575,000	-	272,575,000	273,125,000
Senior Lien Refunding Bonds 2021E	238,415,000	-	238,415,000	326,360,000
Senior Lien Refunding Bonds 2025A	105,115,000	-	105,115,000	-
Senior Lien Premium 2016 Revenue Bonds	3,900,838	-	3,900,838	5,584,384
Senior Lien Revenue Bond Premium 2018	2,122,308	-	2,122,308	2,359,883
Senior Lien Revenue Bond Premium 2020A	10,311,845	-	10,311,845	10,646,666
Senior Lien Refunding Bond Premium 2020B	9,631,355	-	9,631,355	10,166,430
Senior Lien Revenue Bonds Premium 2020E	18,994,376	-	18,994,376	20,709,762
Senior Lien Revenue Bonds Premium 2021B	50,475,834	-	50,475,834	51,580,074
Senior Lien Refunding Bonds Premium 2021D	41,160,465	-	41,160,465	42,551,150
Senior Lien Refunding Bonds Premium 2025A	10,686,247	-	10,686,247	-
Total Senior Lien Revenue Bonds	**1,531,713,968**	**-**	**1,531,713,968**	**1,595,575,453**
Sub Lien Revenue Bonds:				
Subordinate Lien Refunding Bonds 2016	-	-	-	66,285,000
Subordinate Lien Refunding Bonds 2020D	37,285,000	-	37,285,000	89,345,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	-	61,570,000	61,570,000
Subordinate Lien Refunding Bonds 2025B	97,470,000	-	97,470,000	-
Subordinate Lien BANs 2021C	-	-	-	244,185,000
Subordinate Refunding 2016 Premium/Discount	-	-	-	3,572,815
Subordinate Lien Refunding Bonds Premium 2020G	5,552,332	-	5,552,332	5,956,304
Subordinate Lien BANS 2021C Premium	-	-	-	11,417,516
Subordinate Lien Refunding Bonds 2025B Premium	10,781,059	-	10,781,059	-
Total Sub Lien Revenue Bonds	**212,658,392**	**-**	**212,658,392**	**482,331,635**

Central Texas Regional Mobility Authority
Balance Sheet
as of June 30, 2026

	System as of 6/30/26	MoPac as of 6/30/26	Consolidated as of 6/30/26	Consolidated as of 6/30/25
Other Obligations				
TIFIA Note 2021A - 183S	321,649,414	-	321,649,414	322,354,437
TIFIA Note 2021A - 290E	41,088,581	-	41,088,581	41,088,581
TIFIA Note 2021A - 183A Phase III	106,712,890	-	106,712,890	106,712,890
TIFIA Note 2021F - 183N	250,289,625	-	250,289,625	-
71E TxDOT Obligation - Long Term	37,352,789	-	37,352,789	42,432,738
Regions 2022 MoPac Loan	-	21,090,900	21,090,900	22,490,900
Total Other Obligations	**757,093,300**	**21,090,900**	**778,184,200**	**535,079,546**
Total Long Term Liabilities	**2,504,360,228**	**21,090,900**	**2,525,451,128**	**2,617,275,609**
Total Liabilities	**2,559,020,408**	**22,585,494**	**2,581,605,902**	**2,709,475,896**
NET ASSETS				
Net Assets Beginning	672,087,571	192,525,120	864,612,691	769,014,031
Current Year Operations	109,974,226	9,966,419	119,940,645	95,598,661
Total Net Assets	**782,061,797**	**202,491,539**	**984,553,336**	**864,612,692**
Total Liabilities and Net Assets	**3,341,082,205**	**225,077,033**	**3,566,159,238**	**3,574,088,588**

Statement of Cash Flows
For the Month Ending June 30, 2026

	System	MoPac	Consolidated Total
Cash flows from operating activities:			
Receipts from toll fees	$ 303,239,435	$ 30,304,961	$ 333,544,396
Receipts from other income	2,076,569	-	2,076,569
Payments to vendors	(85,291,532)	(5,333,541)	(90,625,073)
Payments to employees	(7,552,472)	-	(7,552,472)
Net cash flows provided by operating activities	**$ 212,472,000**	**$ 24,971,420**	**$ 237,443,420**
Cash flows from capital and related financing activities:			
Payments on interest	$ (83,979,728)	$ (702,390)	$ (84,682,118)
Payments on obligations	(321,014,612)	(1,400,000)	(322,414,612)
Proceeds from Other Financing Sources	249,584,602	-	249,584,602
RIF Contribution	-	(10,000,000)	(10,000,000)
Bond Issuance Expense	(2,513,349)	-	(2,513,349)
Payments for capital assets	(67,575,086)	(479,562)	(68,054,648)
Payments for construction in progress	(37,462,116)	(394,372)	(37,856,488)
Net cash flows used in capital and related financing activities	**$ (262,960,289)**	**$ (12,976,324)**	**$ (275,936,613)**
Cash flows from investing activities:			
Interest income	$ 30,716,196	$ 1,066,894	$ 31,783,090
Purchase of investments	(309,245,948)	-	(309,245,948)
Proceeds from sale or maturity of investments	188,852,518	-	188,852,518
Net cash flows provided by investing activities	**$ (89,677,234)**	**$ 1,066,894**	**$ (88,610,340)**
Net decrease in cash and cash equivalents	**$ (140,165,523)**	**$ 13,061,990**	**$ (127,103,533)**
Cash and cash equivalents at beginning of year	722,895,000	28,019,094	750,914,094
Cash and cash equivalents at end of year	**$ 582,729,477**	**$ 41,081,084**	**$ 623,810,561**
Reconciliation of change in net position to net cash provided by operating activities:			
Operating Income	$ 187,562,732	$ 20,646,425	$ 208,209,157
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation and amortization	70,519,110	6,342,030	76,861,140
Bad Debt	7,294,227	1,655,019	8,949,246
Changes in assets and liabilities:			
(Increase)/Decrease accounts receivables and due from other governments	5,289,196	(2,415,059)	2,874,137
Increase in prepaid expenses and other assets	(82,325)	-	(82,325)
Increase/(Decrease) in accounts payable	(27,582,466)	(190,101)	(27,772,567)
Increase/(Decrease) in accrued expenses	(30,153,175)	(1,066,894)	(31,220,069)
(Increase)/Decrease in deferred inflow/outflows pension & OPEB	(375,299)	-	(375,299)
Total adjustments	**$ 24,909,268**	**$ 4,324,995**	**$ 29,234,263**
Net cash flows provided by operating activities	**$ 212,472,000**	**$ 24,971,420**	**$ 237,443,420**
Reconciliation of cash and cash equivalents:			
Unrestricted cash and cash equivalents	$ 263,626,242	$ 37,749,282	$ 301,375,524
Restricted cash and cash equivalents: Current	48,220,431	1,494,594	49,715,025
Restricted cash and cash equivalents: Noncurrent	270,882,804	1,837,208	272,720,012
Total	**$ 582,729,477**	**$ 41,081,084**	**$ 623,810,561**

CTRMA INVESTMENT REPORT
Month Ending June 30, 2026

	Balance 6/1/2026	Accrued Interest	Additions	Cash Transfers	Discount Amortization	Withdrawals	Balance 6/30/2026	Rate June 2026
Amount in Trustee TexStar								
General Fund	10,949,667.45	32,593.31					10,982,260.76	3.62%
Trustee Operating Fund	14,003,163.61	35,428.84		(4,000,000.00)			10,038,592.45	3.62%
Renewal and Replacement	8.70						8.70	3.62%
TxDOT Grant Fund	540,931.33	1,610.17					542,541.50	3.62%
Senior Lien Debt Service Reserve Fund	459,759.86	1,368.52					461,128.38	3.62%
2015B Senior Lien 183S Project	416,376.14	1,239.39					417,615.53	3.62%
2015C TIFIA 183S Project Account	827,197.13	2,462.27					829,659.40	3.62%
2018 290E III Senior Lien Project	1,108,756.93	3,300.36					1,112,057.29	3.62%
	28,305,861.15	78,002.86	-	(4,000,000.00)	-	-	24,383,864.01	
Amount in TexStar Operating Fund	1,471,237.90	7,121.75		9,000,000.00		6,205,000.00	4,273,359.65	3.62%
Goldman Sachs								
Operating Fund	6,648,127.05	19,677.68	171,073.54			164,586.74	6,674,291.53	3.54%
Senior Debt Service 2010	4,664,467.96	12,379.92		922,500.00			5,599,347.88	3.54%
2011 Senior Debt Service Account	8,929.34	26.59					8,955.93	3.54%
2013 Senior Debt Service Fund	47,573.90	141.68					47,715.58	3.54%
2013 Sub DSRF	399,433.58	1,189.56					400,623.14	3.54%
2013 Sub DSF	37,442.16	111.51					37,553.67	3.54%
2015 DSA	124,645.71	371.21					125,016.92	3.54%
2015 Series B Senior Project	2,709,665.90	8,069.73				3,234.00	2,714,501.63	3.54%
2015C TIFIA Project acct	4,691,593.26	13,972.16	262,500.00				4,968,065.42	3.54%
2016 Senior Debt Service Fund	982,369.31	2,925.62					985,294.93	3.54%
2016 Sub Debt Service Fund	1,024,364.01	3,050.69					1,027,414.70	3.54%
2016 Sub Debt Service Reserve Fund	338,713.38	1,008.73					339,722.11	3.54%
2018 290E III Senior Project	3,782,329.56	11,439.00				199,602.13	3,594,166.43	3.54%
2018 Senior Debt Service Fnd 290E III	1,351,171.93	3,584.23		267,916.67			1,622,672.83	3.54%
2020A Senior Debt Service Account	1,530,430.25	4,059.72		303,479.17			1,837,969.14	3.54%
2020B Senior Debt Service Fund	1,395,057.47	3,700.46		276,733.33			1,675,491.26	3.54%
2020C Sr Debt Service Fund	3,579,265.15	9,497.13		708,199.68			4,296,961.96	3.54%
2020D Sub Debt Service Reserve Fund	4,245,200.90	12,639.14					4,257,840.04	3.54%
2020D Sub Debt Sevice Fund	2,587,565.11	6,954.43		457,829.56			3,052,349.10	3.54%
2020E Senior Debt Service Account	2,738,619.10	7,261.43		972,819.47			3,718,700.00	3.54%
2020E Senior Lien Project	9,391.47	154.44	125,000.00			114,542.47	20,003.44	3.54%
2020E Senior Lien CAP I	457,823.57	1,363.07		(459,186.64)			-	3.54%
2020F Sub Debt Service Fund	38,418.04	114.38					38,532.42	3.54%
2020G Debt Service Reserve	4,722,562.36	14,060.38					4,736,622.74	3.54%
2020G Debt Service Acct	1,071,397.29	2,841.63		202,061.08			1,276,300.00	3.54%
2021A TIFIA Sub Lien Debt Service Reserve	23,515,395.23	70,011.78					23,585,407.01	3.54%

CTRMA INVESTMENT REPORT
Month Ending June 30, 2026

	Balance 6/1/2026	Accrued Interest	Additions	Cash Transfers	Discount Amortization	Withdrawals	Balance 6/30/2026	Rate June 2026
2021A TIFIA 183S Loan Account	3,233,869.39	8,577.09		609,821.52			3,852,268.00	3.54%
2021A TIFIA Manor Expressway Loan Acct	376,311.81	997.94		70,950.25			448,260.00	3.54%
2021B Senior Debt Service Fund	4,912,031.42	13,021.94		941,846.64			5,866,900.00	3.54%
2021B Senior Cap I DSA	32.97	0.10		(33.07)			-	3.54%
2021B Senior Cap I Project	15,802,235.80	47,047.64		(5,866,866.93)			9,982,416.51	3.54%
2021B Senior Lien Project	135,441.37	427.38	7,878,500.00			8,014,189.70	179.05	3.54%
2021C Sub Lien Cap I Project	1,581.40	4.71					1,586.11	3.54%
2021C Sub Lien Debt Service Fund	5,378,558.55	352,096.42					5,730,654.97	3.54%
2021C Sub Lien Project	436,198.58	3,109.27	1,350,000.00			1,741,434.31	47,873.54	3.54%
2021D Senior Debt Service Fund	4,909,739.90	13,022.22		974,604.17			5,897,366.29	3.54%
2021E Senior Debt Service Fund	4,702,976.77	12,577.59		870,165.81			5,585,720.17	3.54%
2025A Senior Debt Service Fund	6,504,577.18	17,248.22		1,295,895.83			7,817,721.23	3.54%
2025B Sub Debt Service Reserve Fund	9,877,950.19	29,417.78					9,907,367.97	3.54%
2025B Sub Debt Service Fund	2,910,682.65	7,718.30		579,875.00			3,498,275.95	3.54%
TxDOT Grant Fund	1,297,038.21	3,862.74	182,000.00				1,482,900.95	3.54%
TxDOT Reimb - US 183N 4th GP Lane	42,770,748.28	119,783.20					42,890,531.48	3.54%
Renewal and Replacement Fund	9.07	0.01		154,754.00		138,398.26	16,364.82	3.54%
Revenue Fund	1,410,545.40	9,111.61	29,201,932.48	(28,152,063.96)			2,469,525.53	3.54%
General Fund	141,036,389.81	424,941.37	21,646,416.67	13,638,531.99		4,092,956.64	172,653,323.20	3.54%
Senior Lien Debt Service Reserve Fund	111,341,057.34	331,587.70					111,672,645.04	3.54%
71E Revenue Fund	10,197,900.50	28,168.06	308,252.24	1,054,725.83		215,563.19	11,373,483.44	3.54%
MoPac Revenue Fund	111,169.43	811.44	417,745.11	(427,640.15)			102,085.83	3.54%
MoPac General Fund	28,843,174.51	85,896.92		5,054,589.77		19,117.17	33,964,544.03	3.54%
MoPac Operating Fund	5,152,614.61	14,273.53	135,595.34	400,000.00		528,116.64	5,174,366.84	3.54%
MoPac Loan Repayment Fund	1,684,172.35	4,545.01		148,490.98			1,837,208.34	3.54%
	475,728,960.48	**1,738,854.49**	**61,679,015.38**	**(5,000,000.00)**	**-**	**15,231,741.25**	**518,915,089.10**	

Amount in Fed Agencies and Treasuries

Total in Pools - TxStar	29,777,099.05	85,124.61	-	5,000,000.00	-	6,205,000.00	28,657,223.66
Total in Goldman Sachs FSGF	475,728,960.48	1,738,854.49	61,679,015.38	(5,000,000.00)	-	15,231,741.25	518,915,089.10
Total in Treasury SLGS	317,600,000.00	12,328,438.23	-	-		253,938,500.00	75,989,938.23
Total in Fed Agencies and Treasuries	309,766,887.50	-	-	-	-	20,117,200.00	289,649,687.50
Total Invested	1,132,872,947.03	14,152,417.33	61,679,015.38	-	-	295,492,441.25	913,211,938.49

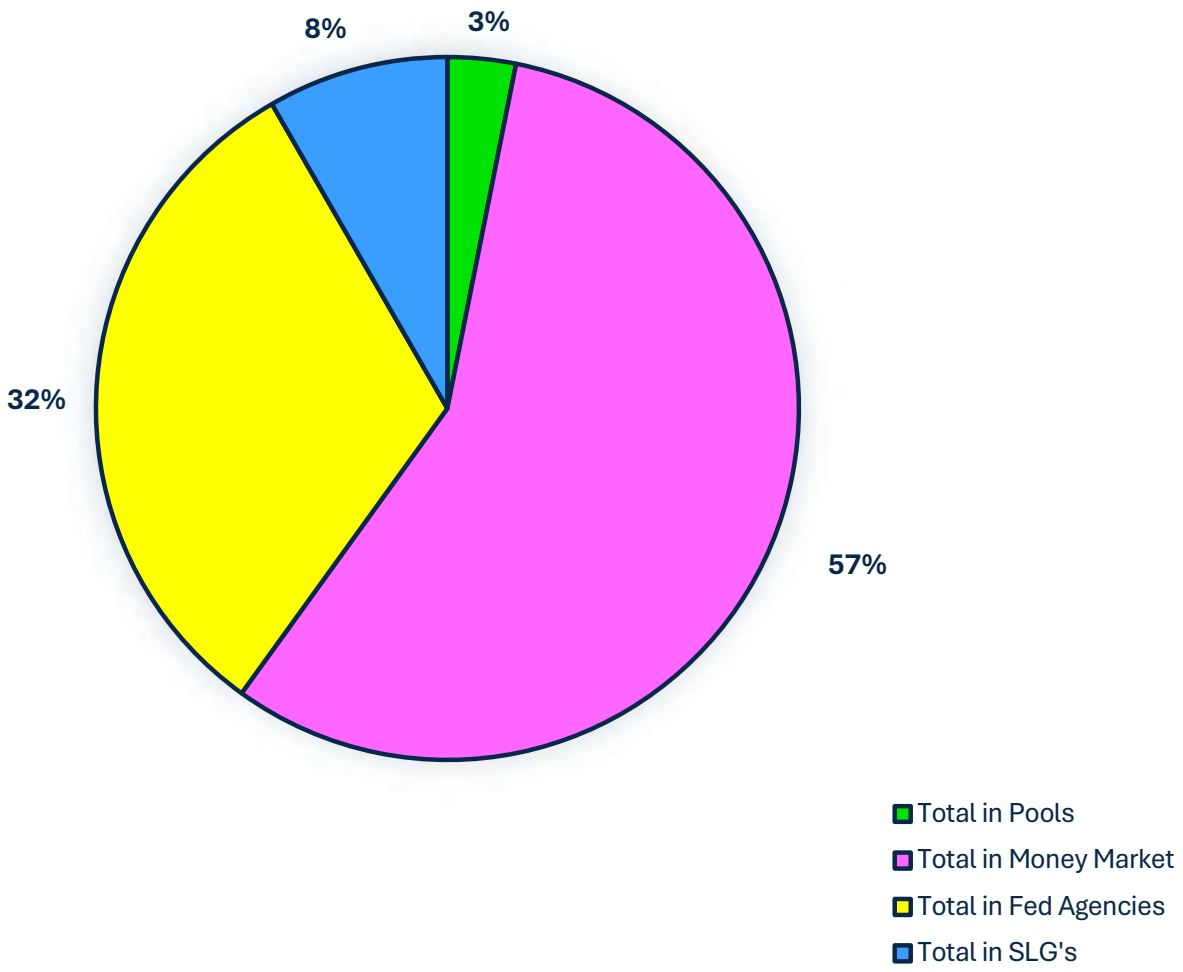
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevent provisions of the Public Funds Investment Act Chapter 2256.023

José Hernández, CFO
Ann Zigmond, Controller
David Effrein, Finance Manager

CTRMA INVESTMENT REPORT BY FUND
Month Ending June 30, 2026

Fund	TexSTAR	TexSTAR-Trustee	Goldman Sachs	Agencies / Treasuries / SLGS	Balance
Renewal and Replacement Fund	8.70		16,364.82		16,373.52
TxDOT Grant Fund	542,541.50		1,482,900.95	10,000,000.00	12,025,442.45
TxDOT Reimb - US 183N 4th GP Lane			42,890,531.48	20,060,156.50	62,950,687.98
Senior Lien Debt Service Reserve Fund	461,128.38		111,672,645.04		112,133,773.42
Senior Debt Service 2010			5,599,347.88		5,599,347.88
2011 Senior Debt Service Account			8,955.93		8,955.93
2013 Senior Debt Service Fund			47,715.58		47,715.58
2013 Sub DSF			37,553.67		37,553.67
2013 Sub DSRF			400,623.14		400,623.14
2015 DSA			125,016.92		125,016.92
2016 Senior Debt Service Fund			985,294.93		985,294.93
2016 Sub Debt Service Fund			1,027,414.70		1,027,414.70
2016 Sub Debt Service Reserve Fund			339,722.11		339,722.11
Operating Fund	10,038,592.45	4,273,359.65	6,674,291.53		20,986,243.63
Revenue Fund			2,469,525.53		2,469,525.53
General Fund	10,982,260.76		172,653,323.20	179,668,250.00	363,303,833.96
71E Revenue Fund			11,373,483.44	40,108,000.00	51,481,483.44
MoPac Revenue Fund			102,085.83		102,085.83
MoPac General Fund			33,964,544.03		33,964,544.03
MoPac Operating Fund			5,174,366.84		5,174,366.84
MoPac Loan Repayment Fund			1,837,208.34		1,837,208.34
2015 Series B Senior Project	417,615.53		2,714,501.63		3,132,117.16
2015C TIFIA Project acct	829,659.40		4,968,065.42	39,813,281.00	45,611,005.82
2018 Senior Debt Service Fnd 290E III			1,622,672.83		1,622,672.83
2018 290E III Senior Project	1,112,057.29		3,594,166.43		4,706,223.72
2020A Senior Debt Service Account			1,837,969.14		1,837,969.14
2020B Senior Debt Service Fund			1,675,491.26		1,675,491.26
2020C Sr Debt Service Fund			4,296,961.96		4,296,961.96
2020D Sub Debt Sevice Fund			3,052,349.10		3,052,349.10
2020D Sub Debt Service Reserve Fund			4,257,840.04		4,257,840.04
2020E Senior Lien Project			20,003.44	54,696,044.23	54,716,047.67
2020F Sub Debt Service Fund			38,532.42		38,532.42
2020G Debt Service Acct			1,276,300.00		1,276,300.00
2020G Debt Service Reserve			4,736,622.74		4,736,622.74
2021A TIFIA Sub Lien Debt Service Reserve			23,585,407.01		23,585,407.01
2021A TIFIA 183S Loan Account			3,852,268.00		3,852,268.00
2021B Senior Cap I Project			9,982,416.51		9,982,416.51
2021B Senior Debt Service Fund			5,866,900.00		5,866,900.00
2021B Senior Lien Project			179.05	16,538,652.99	16,538,832.04
2021C Sub Lien Cap I Project			1,586.11		1,586.11
2021C Sub Lien Project			47,873.54	4,755,241.01	4,803,114.55
2021C Sub Lien Debt Service Fund			5,730,654.97		5,730,654.97
2021D Senior Debt Service Fund			5,897,366.29		5,897,366.29
2021E Senior Debt Service Fund			5,585,720.17		5,585,720.17
2025A Senior Debt Service Fund			7,817,721.23		7,817,721.23
2025B Sub Debt Service Fund			3,498,275.95		3,498,275.95
2025B Sub Debt Service Reserve Fund			9,907,367.97		9,907,367.97
2020E Senior Debt Service Account			3,718,700.00		3,718,700.00
2021A TIFIA Manor Expressway Loan Acct			448,260.00		448,260.00
Totals	**24,383,864.01**	**4,273,359.65**	**518,915,089.10**	**365,639,625.73**	**913,211,938.49**

CTRMA ALLOCATION OF FUNDS
Month Ending June 30, 2026



CTRMA INVESTMENTS
Month Ending June 30, 2026

Fund	Agency	CUSIP #	Yield to Maturity	Purchased	Matures	Market Value	Cost / Book Value	Book Value	Maturity Value	Accrued Interest	Interest Earned
2015TIFIAP	Treasury	91282CLS8	3.64%	3/10/2026	10/31/2026	20,000,000	20,060,156	20,060,156	20,000,000	296,271	412,500
2015TIFIAP	Treasury	91282CET4	3.68%	3/17/2026	5/31/2027	20,000,000	19,753,125	19,753,125	20,000,000	154,327	262,500
71E REVENUE	Farmer Mac	31428JBU0	3.54%	2/18/2026	2/23/2027	20,000,000	20,000,000	20,000,000	20,000,000		
71E REVENUE	Treasury	91282CMP3	3.56%	3/6/2026	2/28/2027	20,000,000	20,121,451	20,108,000	20,000,000	121,451	
GENERAL	Farmer Mac	31424WU91	3.73%	9/10/2025	8/5/2026	24,986,750	25,000,000	25,000,000	25,000,000		362,639
GENERAL	Farmer Mac	31424WU67	3.72%	9/10/2025	9/15/2026	49,972,000	50,000,000	50,000,000	50,000,000		930,000
GENERAL	Treasury	91282CME8	3.80%	7/1/2025	12/31/2026	25,149,500	25,162,000	25,162,000	25,000,000		1,062,500
GENERAL	Treasury	91282CET4	3.68%	3/16/2026	5/31/2027	40,000,000	39,506,250	39,506,250	40,000,000	308,654	525,000
GENERAL	Farmer Mac	31428JHK6	3.83%	5/7/2026	6/7/2027	40,000,000	40,000,000	40,000,000	40,000,000		127,667
TXDOT REIM	Treasury	91282CLS8	3.64%	3/10/2026	10/31/2026	20,000,000	20,060,156	20,060,156	20,000,000	296,271	412,500
TXDOTGRANT	Farmer Mac	31424W5C2	3.64%	12/15/2025	12/31/2026	10,000,000	10,000,000	10,000,000	10,000,000		182,000
					Totals	**290,108,250**	**289,663,138**	**289,649,687**	**290,000,000**	**1,176,974**	**4,277,306**

State and Local Government Series (SLGS)
Month Ending June 30, 2026

Fund	Agency	Arbitrage Yield	Yield	Purchased Date	Purchase Value	Beginning	Accrued Interest	Withdrawals	End Value
2021CPROJ	SLGS	1.83%	2.82%	4/23/2024	35,000,000	35,000,000	605,241.01	30,850,000	4,755,241.01
2021BPROJ	SLGS	1.83%	2.82%	4/23/2024	210,000,000	210,000,000	9,567,152.99	203,028,500	16,538,652.99
2020E PRJ	SLGS	1.83%	2.82%	4/1/2025	72,600,000	72,600,000	2,156,044.23	20,060,000	54,696,044.23
				Totals	**317,600,000**	**317,600,000**	**12,328,438.23**	**253,938,500**	**75,989,938.23**

TexSTAR

MONTHLY NEWSLETTER JUNE 2026

PERFORMANCE

As of June 30, 2026

Current Invested Balance	$ 14,088,510,166.60
Weighted Average Maturity (1)	38 Days
Weighted Average Life (2)	101 Days
Net Asset Value	0.999819
Total Number of Participants	1159
Management Fee on Invested Balance	0.06%*
Interest Distributed	$ 43,589,848.22
Management Fee Collected	$ 730,721.58
% of Portfolio Invested Beyond 1 Year	7.63%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

June Averages

Average Invested Balance	$ 14,398,427,347.73
Average Monthly Yield, on a simple basis	3.6216%
Average Weighted Maturity (1)	40 Days
Average Weighted Life (2)	104 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

NEW PARTICIPANTS

We would like to welcome the following entity who joined the TexSTAR program in June:

* City of Crosbyton
* Brazoria County Municipal Utility District No. 81

ECONOMIC COMMENTARY

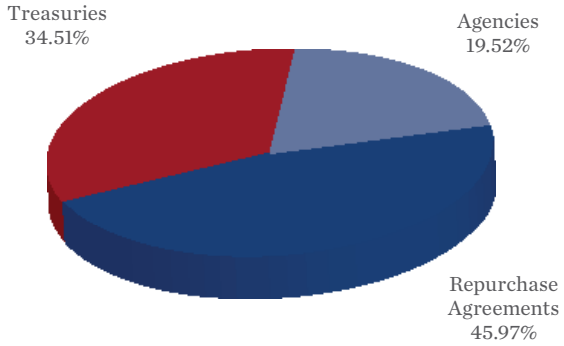
Market review

Geopolitical headlines and energy prices dominated markets in the second quarter, with attention centered on the Middle East and the disruption to shipping through the Strait of Hormuz. In June, the U.S. and Iran signed a memorandum of understanding (MOU) that outlined a potential path toward de-escalation, including a temporary lifting of the U.S. blockade on Iranian ports, commitments to allow commercial vessels to transit the Strait, and the start of a 60-day negotiation window to address broader issues. Progress was uneven, however, as both sides continued to dispute key provisions and enforcement terms. The ceasefire framework was repeatedly tested by renewed strikes, leaving control of shipping routes, enforcement of transit terms, and nuclear provisions as ongoing sticking points. While initial steps supported a partial reopening, intermittent enforcement actions and lingering security risks continued to constrain maritime activity. Maritime traffic through the Strait improved modestly following the MOU, but flows remained below pre-conflict levels and sensitive to periodic flare-ups. Oil prices declined after the agreement's initial announcement as markets began to price in de-escalation and a gradual normalization in transit. Even so, ongoing disruptions and residual uncertainty kept geopolitical risk elevated, preserving some upside risk to inflation.

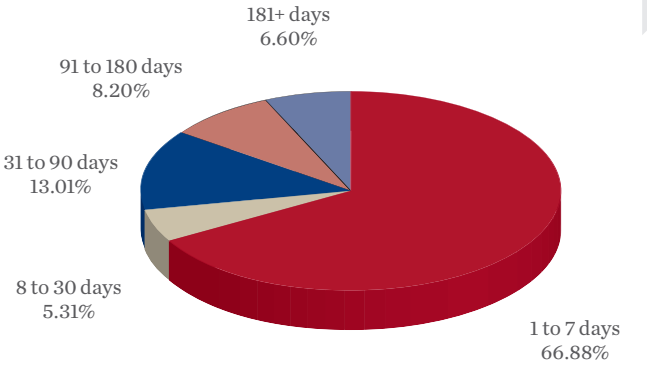
On the data front, May CPI showed a renewed pickup in inflation pressures, driven largely by energy. Headline inflation rose 0.5% month-over-month (m/m) and 4.2% year-over-year (y/y), the highest level in three years, as the energy index increased 3.9% m/m—led by higher gasoline prices—and accounted for a significant share of the monthly gain. Food prices rose 0.2% m/m, while shelter increased 0.3% m/m, moderating from April. Motor vehicle insurance fell 1.7%, providing a notable offset. The labor market also improved at the margin: May payrolls rose by 172,000 versus 105,000 consensus, and prior months were revised higher by a combined 122,000. Hiring was reasonably broad but leaned toward leisure and hospitality and healthcare, likely supported by World Cup-related demand, alongside a sizable increase in government employment driven largely by local hiring. The unemployment rate was 4.3%, and wage growth remained contained at 0.3% m/m and 3.4% y/y—suggesting firmer labor conditions without a meaningful acceleration in wage inflation. At the June meeting—the first under Chair Kevin Warsh—the Federal Open Market Committee (FOMC) unanimously voted to hold the federal funds target range at 3.50%–3.75%. *(continued page 4)*

INFORMATION AT A GLANCE

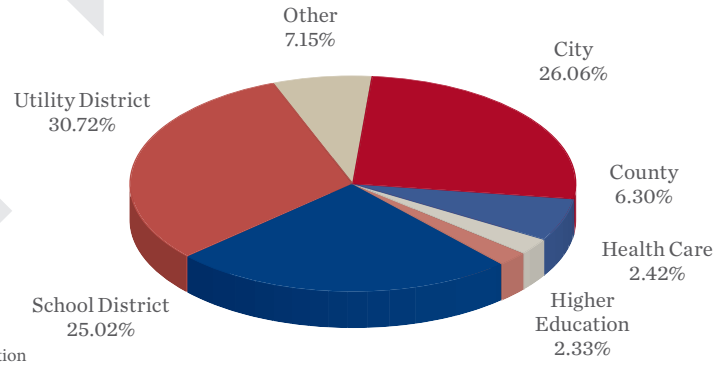
PORTFOLIO BY TYPE OF INVESTMENT AS OF JUNE 30, 2026



PORTFOLIO BY MATURITY AS OF JUNE 30, 2026 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF JUNE 30, 2026



(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

HISTORICAL PROGRAM INFORMATION

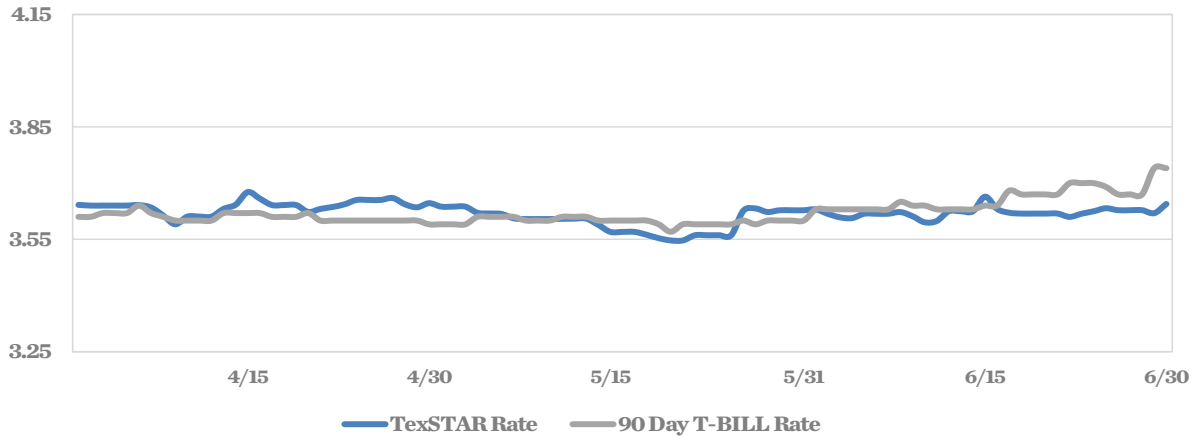
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Jun 26	3.6216%	$14,088,510,166.60	$14,085,969,809.30	0.999819	40	104	1159
May 26	3.5974%	13,969,164,373.89	13,968,175,874.30	0.999929	42	103	1157
Apr 26	3.6378%	14,100,470,888.05	14,100,134,553.14	0.999976	39	100	1157
Mar 26	3.6513%	13,997,013,148.85	13,996,705,855.03	0.999978	41	106	1152
Feb 26	3.6770%	14,876,805,793.89	14,878,473,431.07	1.000077	34	92	1151
Jan 26	3.7074%	14,134,489,687.87	14,136,948,435.43	1.000138	37	95	1150
Dec 25	3.8246%	12,788,699,800.27	12,792,655,256.09	1.000263	41	107	1146
Nov 25	3.9802%	12,728,766,391.86	12,730,994,343.48	1.000175	42	102	1143
Oct 25	4.1164%	13,011,629,049.75	13,014,921,958.46	1.000163	47	100	1140
Sep 25	4.2135%	13,526,011,595.54	13,529,342,119.81	1.000246	49	101	1133
Aug 25	4.2859%	13,432,632,076.54	13,434,977,535.50	1.000127	47	97	1132
Jul 25	4.2950%	12,138,930,727.22	12,138,243,630.47	0.999943	45	101	1118

PORTFOLIO ASSET SUMMARY AS OF JUNE 30, 2026

	BOOK VALUE	MARKET VALUE
Uninvested Balance	$ 373.59	$ 373.59
Accrual of Interest Income	19,197,000.39	19,197,000.39
Interest and Management Fees Payable	(43,471,284.37)	(43,471,284.37)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	6,488,334,000.00	6,488,334,000.00
Government Securities	7,624,450,076.99	7,621,909,719.69
TOTAL	**$ 14,088,510,166.60**	**$ 14,085,969,809.30**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TEXSTAR VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

DAILY SUMMARY FOR JUNE 2026

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
6/1/2026	3.6300%	0.000099453	$14,176,027,125.69	0.999916	40	108
6/2/2026	3.6180%	0.000099123	$14,140,037,907.80	0.999918	40	108
6/3/2026	3.6088%	0.000098871	$14,145,478,296.44	0.999912	40	107
6/4/2026	3.6067%	0.000098815	$14,508,347,315.66	0.999917	39	105
6/5/2026	3.6183%	0.000099132	$14,466,904,197.23	0.999887	40	105
6/6/2026	3.6183%	0.000099132	$14,466,904,197.23	0.999887	39	104
6/7/2026	3.6183%	0.000099132	$14,466,904,197.23	0.999887	38	103
6/8/2026	3.6228%	0.000099256	$14,452,068,986.76	0.999889	40	105
6/9/2026	3.6117%	0.000098951	$14,495,155,749.13	0.999893	41	106
6/10/2026	3.5956%	0.000098510	$14,498,331,485.48	0.999897	41	105
6/11/2026	3.5989%	0.000098600	$14,583,981,377.59	0.999912	41	104
6/12/2026	3.6249%	0.000099313	$14,620,986,442.91	0.999908	41	105
6/13/2026	3.6249%	0.000099313	$14,620,986,442.91	0.999908	40	104
6/14/2026	3.6249%	0.000099313	$14,620,986,442.91	0.999908	40	102
6/15/2026	3.6639%	0.000100382	$14,736,662,877.83	0.999919	41	105
6/16/2026	3.6312%	0.000099486	$14,712,051,216.88	0.999918	40	104
6/17/2026	3.6211%	0.000099208	$14,624,554,932.20	0.999817	41	105
6/18/2026	3.6188%	0.000099146	$14,534,261,561.39	0.999829	42	106
6/19/2026	3.6188%	0.000099146	$14,534,261,561.39	0.999829	41	105
6/20/2026	3.6188%	0.000099146	$14,534,261,561.39	0.999829	41	104
6/21/2026	3.6188%	0.000099146	$14,534,261,561.39	0.999829	40	103
6/22/2026	3.6100%	0.000098905	$14,418,486,480.46	0.999801	40	103
6/23/2026	3.6185%	0.000099136	$14,291,544,096.53	0.999816	40	104
6/24/2026	3.6250%	0.000099316	$14,226,833,917.25	0.999819	40	104
6/25/2026	3.6330%	0.000099535	$14,130,098,903.76	0.999831	40	104
6/26/2026	3.6278%	0.000099392	$14,071,744,181.66	0.999849	40	105
6/27/2026	3.6278%	0.000099392	$14,071,744,181.66	0.999849	39	104
6/28/2026	3.6278%	0.000099392	$14,071,744,181.66	0.999849	39	103
6/29/2026	3.6199%	0.000099176	$14,108,698,884.82	0.999828	38	102
6/30/2026	3.6444%	0.000099846	$14,088,510,166.60	0.999819	38	101
Average	**3.6216%**	**0.000099222**	**$14,398,427,347.73**		**40**	**104**

TexSTAR

ECONOMIC COMMENTARY (cont.)

While the decision itself was widely expected, the communication was firmer than markets anticipated, with a shortened statement that removed explicit forward guidance and any easing bias. The Committee's assessment of the economy described growth as solid, supported by strong productivity growth and capital investment, and characterized labor market conditions as balanced. It also acknowledged energy-driven inflation pressures and reiterated its commitment to price stability. Updated projections reflected a more cautious outlook, with inflation revised higher and growth modestly lower. The median rate path now signals a potential hike this year, followed by a rate cut in 2027 and a rate cut 2028. While Chair Warsh did not submit a projection, nine of eighteen participants anticipated at least one increase in 2026. Markets responded to the June messaging by repricing toward a higher probability of additional hikes, pushing front-end yields higher. One-month Treasury bill yields declined 1 bp, but three-month Treasury yields rose 14 bps to 3.82%. Six-month and 12-month yields increased more—up 23 bps and 21 bps to 3.97% and 3.98%, respectively.

Outlook

At the start of 2026, the macro backdrop still pointed to a gradual easing cycle. Since then, the Middle East conflict and the closure of the Strait of Hormuz sent shockwaves through energy markets, pushing oil to multi-decade highs and reigniting inflation concerns. More recently, June's MOU outlining a potential path toward de-escalation led markets to assign a lower probability to a prolonged disruption, contributing to a meaningful pullback in energy prices from their highs. Even with that improvement, the policy backdrop has shifted: easing that once looked near-certain now feels more distant, and the key question is less about when cuts arrive and more about how long policy may need to remain restrictive if inflation does not continue to cool. At the same time, U.S. growth has firmed after a sluggish period in late 2025 and early 2026. Upper-income consumer spending has been supported by strong wealth gains, while business investment is being boosted by an AI-driven capital spending cycle led by the largest technology companies. Other areas of demand remain softer, reflecting government cutbacks and demographic headwinds, but overall momentum has been resilient enough to coexist with elevated uncertainty and higher energy costs.

Looking ahead, inflation remains the key swing factor for monetary policy. Elevated oil prices were a key contributor to the recent inflation surge. However, inflation could drift lower over the rest of 2026 if energy pressures continue to stabilize and shelter inflation and wage growth continue to moderate. In this environment, the bar for rate cuts is meaningfully higher, and the probability of hikes rises if inflation proves persistent. Our base case is that the Federal Reserve remains on hold through 2026 as policymakers look for clearer evidence that lower energy prices are feeding through to inflation, while also monitoring whether a strengthening labor market—supported by accelerating capital spending—creates additional price pressure.

This information is an excerpt from an economic report dated June 2026 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

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Exhibit B

Financial Statements for July 2026

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending July 31, 2026

	System Budget Amount FY 2027	System Year to Date	Percent of Budget	System Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	246,226,700	21,095,016	8.57%	17,063,875
Video Tolls	52,613,100	7,503,062	14.26%	4,437,778
Fee Revenue	14,988,200	1,001,200	6.68%	1,208,863
Total Operating Revenue	**313,828,000**	**29,599,278**	**9.43%**	**22,710,516**
Other Revenue				
Interest Income	23,286,000	1,654,458	7.10%	2,006,682
Miscellaneous Revenue	175,000	-	-	-
Headquarters Rent Revenue	-	-	-	28,272
Total Other Revenue	**23,461,000**	**1,654,458**	**7.05%**	**2,034,954**
TOTAL REVENUE	**337,289,000**	**31,253,736**	**9.27%**	**24,745,469**
EXPENSES				
Salaries and Benefits				
Salary Expense - Regular	6,477,085	251,180	3.88%	235,906
Salary Reserve	80,000	-	-	-
TCDRS	1,298,267	-	-	42,559
FICA	328,812	14,315	4.35%	13,278
FICA MED	89,272	3,607	4.04%	3,386
Health Insurance Expense	1,061,965	92,298	8.69%	42,112
Life Insurance Expense	5,264	223	4.23%	155
Auto Allowance Expense	10,200	510	5.00%	553
Other Benefits	301,006	6,601	2.19%	7,402
Unemployment Taxes	7,740	-	-	16
Total Salaries and Benefits	**9,659,611**	**368,733**	**3.82%**	**345,368**
Administrative				
Administrative and Office Expenses				
Accounting	10,000	1,170	11.70%	675
Auditing	227,000	70,000	30.84%	-
Financial Advisors	180,000	13,500	7.50%	18,000
Human Resources	100,000	-	-	89
Legal	30,000	-	-	-
IT Services	550,000	-	-	-
Software Licenses	2,198,150	1,933,149	87.94%	1,702,201
Cell Phones	29,300	180	0.61%	100

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending July 31, 2026

	System Budget Amount FY 2027	System Year to Date	Percent of Budget	System Prior Year to Date
Local Telephone Service	600	59	9.91%	-
Overnight Delivery Services	250	-	-	76
Copy Machine	15,300	-	-	1,272
Repair and Maintenance - General	10,000	-	-	-
Meeting Facilities	2,500	-	-	-
Meeting Expense	16,750	602	3.59%	850
Toll Tag Expense	3,000	-	-	-
Parking / Local Ride Share	2,350	-	-	32
Mileage Reimbursement	6,100	-	-	-
Insurance Expense	2,001,000	116,367	5.82%	96,098
Rent Expense	537,000	157,420	29.31%	78,524
Building Parking	2,150	-	-	-
Total Legal Services	504,000	-	-	-
Total Administrative and Office Expenses	**6,425,450**	**2,292,447**	**35.68%**	**1,897,917**
Office Supplies				
Books and Publications	4,750	298	6.27%	298
Office Supplies	6,050	344	5.69%	368
Miscellaneous Office Equipment	4,500	-	-	-
Computer Supplies	274,450	-	-	82,820
Copy Supplies	500	-	-	-
Other Reports - Printing	500	-	-	-
Office Supplies - Printed	5,500	-	-	27
Postage Expense	1,150	454	39.50%	149
Total Office Supplies	**297,400**	**1,096**	**0.37%**	**83,661**
Communications and Public Relations				
Print Production	75,000	-	-	-
Website Maintenance	180,000	2,752	1.53%	-
Research Services	100,000	-	-	-
Communications and Marketing	675,000	17,391	2.58%	142,280
Media Planning and Placement	1,300,000	3,459	0.27%	-
Direct Mail Production	45,000	-	-	-
TV and Video Production	250,000	-	-	-
Photography	25,000	-	-	-
Radio Production	50,000	-	-	-
Other Public Relations	20,000	-	-	-
Promotional Items	30,000	(4,600)	-15.33%	2,912
Printing	50,000	-	-	-
Other Communication Expenses	50,000	3,000	6.00%	-
Total Communications and Public Relations	**2,850,000**	**22,002**	**0.77%**	**145,192**

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending July 31, 2026

	System Budget Amount FY 2027	System Year to Date	Percent of Budget	System Prior Year to Date
Employee Development				
Subscriptions	250	-	-	-
Agency Memberships	89,300	5,050	5.66%	-
Continuing Education	16,000	-	-	-
Professional Development	44,570	-	-	3,121
Other Licenses	2,000	-	-	-
Seminars and Conferences	67,500	-	-	-
Travel	129,000	2,325	1.80%	4,524
Total Employee Development	**348,620**	**7,375**	**2.12%**	**7,646**
Financing and Banking Fees				
Trustee Fees	60,000	10,500	17.50%	7,000
Bank Fee Expense	12,000	827	6.89%	934
Continuing Disclosure	5,000	-	-	-
Arbitrage Rebate Calculation	20,000	-	-	-
Rating Agency Expense	50,000	47,500	95.00%	35,000
Total Financing and Banking Fees	**147,000**	**58,827**	**40.02%**	**42,934**
Total Administrative	**10,068,470**	**2,381,747**	**23.66%**	**2,177,350**
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	1,105,506	100,938	9.13%	3,011
GEC 2.1 Program Funding Support	331,030	31,178	9.42%	-
GEC-Toll Ops Support	1,106,400	105,741	9.56%	19,235
GEC-Roadway Ops Support	2,089,291	83,176	3.98%	-
GEC-Technology Support	759,867	45,943	6.05%	41,428
GEC-Public Information Support	250,000	22,704	9.08%	-
GEC-General Support	4,836,943	201,397	4.16%	-
General System Consultant	1,955,840	-	-	-
Traffic Modeling	121,322	-	-	-
Traffic and Revenue Consultant	2,305,000	-	-	-
Total Operations and Maintenance Consulting	**14,861,199**	**591,077**	**3.98%**	**63,674**

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending July 31, 2026

	System Budget Amount FY 2027	System Year to Date	Percent of Budget	System Prior Year to Date
Roadway Operations and Maintenance				
Roadway Maintenance	6,828,857	-	-	-
Landscape Maintenance	3,780,357	-	-	-
Maintenance Supplies-Roadway	379,581	-	-	-
Tools and Equipment Expense	95,000	459	0.48%	2,145
Gasoline	30,000	1,496	4.99%	1,182
Repair and Maintenance - Vehicles	10,000	517	5.17%	209
Natural Gas	-	298	-	147
Electricity - Roadways	400,363	11,570	2.89%	6,767
Total Roadway Operations and Maintenance	**11,524,158**	**14,339**	**0.12%**	**10,450**
Toll Processing and Collection Expense				
Image Processing	2,416,754	149,583	6.19%	-
Tag Collection Fees	16,374,413	1,402,065	8.56%	1,154,272
Court Enforcement Costs	75,000	-	-	-
PBM Incentive	240,000	-	-	-
Total Processing and Collection Expense	**19,106,167**	**1,551,648**	**8.12%**	**1,154,272**
Toll Operations Expense				
Generator Fuel	5,500	-	-	-
Fire and Burglar Alarm	500	41	8.22%	41
Refuse	3,000	202	6.72%	176
Telecommunications	160,000	8,419	5.26%	9,739
Water - Irrigation	9,500	237	2.50%	496
ETC Spare Parts Expense	350,000	-	-	-
Repair and Maintenance Toll Equipment	200,000	-	-	4,582
Law Enforcement	1,299,680	76,422	5.88%	32,790
ETC Maintenance Contract	5,772,000	36,826	0.64%	-
Transaction Processing Maintenance Contract	2,254,000	-	-	-
ETC Toll Management Center Sys Operation	753,600	335,920	44.58%	319,124
ETC Development	550,000	-	-	-
ETC Testing	200,000	-	-	-
Total Toll Operations Expense	**11,557,780**	**458,068**	**3.96%**	**366,947**
Total Operations and Maintenance	**57,049,304**	**2,615,132**	**4.58%**	**1,595,343**

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending July 31, 2026

	System Budget Amount FY 2027	System Year to Date	Percent of Budget	System Prior Year to Date
Other Expenses				
Special Projects and Contingencies				
HERO	1,790,623	-	-	118,131
Special Projects	100,000	-	-	-
71 Express Interest Expense	1,355,000	114,842	8.48%	130,460
Customer Relations	12,000	-	-	-
Technology Initiatives	200,000	-	-	-
Other Contractual Services	250,000	11,250	4.50%	16,000
Contingency	200,000	-	-	-
Total Special Projects and Contingencies	**3,907,623**	**126,092**	**3.23%**	**264,592**
TOTAL OPERATING EXPENSE	**80,685,008**	**5,491,704**	**6.81%**	**4,382,652**
Income before Non-Cash Expense	**256,603,992**	**25,762,032**	**10.04%**	**20,362,817**
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	-	117,822	-	117,822
Amortization Expense - RTU Asset - Leases	-	-	-	42,896
Amortization Expense - Refundings	8,600,000	595,803	6.93%	546,116
Total Amortization Expense	**8,600,000**	**713,625**	**8.30%**	**706,834**
Depreciation Expense				
Depreciation Expense - Equipment	28,000	2,170	7.75%	2,170
Depreciation Expense - Autos and Trucks	26,000	1,964	7.56%	1,150
Depreciation Expense - Building & Toll Facility	200,000	14,729	7.36%	14,729
Depreciation Expense - Highways and Bridges	70,000,000	5,358,169	7.65%	4,400,445
Depreciation Expense - Toll Equipment	4,000,000	308,699	7.72%	361,792
Depreciation Expense - Signs	800,000	53,284	6.66%	53,284
Depreciation Expense - Land Improvements	700,000	45,194	6.46%	45,194
Total Depreciation Expense	**75,754,000**	**5,784,209**	**7.64%**	**4,878,763**
TOTAL NON-CASH EXPENSE	**84,354,000**	**6,497,834**	**7.70%**	**5,585,597**
Operating Income	**172,249,992**	**19,264,198**	**11.18%**	**14,777,220**
Non-Operating Expenses				
Interest Expense - Debt Obligations	82,952,721	9,007,734	10.86%	7,775,687
Headquarters Expenses	500,000	19,334	3.87%	26,888
Community Initiatives	600,000	-	-	-
Total Non-Operating Expenses	**84,052,721**	**9,027,069**	**10.74%**	**7,802,575**
TOTAL EXPENSES	**249,091,729**	**21,016,606**	**8.44%**	**17,770,825**
Net Income	**88,197,271**	**10,237,130**	**11.61%**	**6,974,645**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending July 31, 2026

	MoPac Budget Amount FY 2027	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	24,545,600	2,380,430	9.70%	1,324,633
Video Tolls	4,574,700	791,755	17.31%	371,415
Fee Revenue	441,200	30,629	6.94%	36,278
Total Operating Revenue	**29,561,500**	**3,202,814**	**10.83%**	**1,732,326**
Other Revenue				
Interest Income	825,000	115,447	13.99%	93,196
Total Other Revenue	**825,000**	**115,447**	**13.99%**	**93,196**
TOTAL REVENUE	**30,386,500**	**3,318,262**	**10.92%**	**1,825,522**
EXPENSES				
Administrative				
Administrative and Office Expenses				
Software Licenses	44,000	3,000	-	-
Total Administrative and Office Expenses	**44,000**	**3,000**	**-**	**-**
Financing and Banking Fees				
Bank Fee Expense	-	43	-	40
Total Financing and Banking Fees	**-**	**43**	**-**	**40**
Total Administrative	**121,000**	**3,043**	**2.51%**	**40**
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	41,694	-	-	-
GEC 2.1 Program Funding Support	28,970	-	-	-
GEC-Toll Ops Support	33,600	-	-	-
GEC-Roadway Ops Support	87,609	-	-	-
GEC-Technology Support	57,933	-	-	14,571
GEC-General Support	806,157	-	-	-
General System Consultant	48,160	-	-	-
Traffic Modeling	3,678	-	-	-
Traffic and Revenue Consultant	-	9,316	-	-
Total Operations and Maintenance Consulting	**1,107,801**	**9,316**	**0.84%**	**14,571**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending July 31, 2026

	MoPac Budget Amount FY 2027	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
Roadway Operations and Maintenance				
Roadway Maintenance	367,348	-	-	-
Landscape Maintenance	363,375	-	-	-
Maintenance Supplies-Roadway	20,419	-	-	-
Natural Gas	12,000	731	6.09%	198
Electricity - Roadways	12,137	-	-	-
Total Roadway Operations and Maintenance	**775,279**	**731**	**0.09%**	**198**
Toll Processing and Collection Expense				
Image Processing	100,698	-	-	-
Tag Collection Fees	682,267	103,467	15.17%	65,415
PBM Incentive	10,000	-	-	-
Total Processing and Collection Expense	**792,965**	**103,467**	**13.05%**	**65,415**
Toll Operations Expense				
Law Enforcement	33,320	-	-	-
ETC Maintenance Contract	1,628,000	-	-	-
Transaction Processing Maintenance Contract	46,000	-	-	-
ETC Toll Management Center System Operation	31,400	-	-	16,796
Total Toll Operations Expense	**1,738,720**	**-**	**-**	**16,796**
Total Operations and Maintenance	**4,414,765**	**113,513**	**2.57%**	**96,980**
Other Expenses				
Special Projects and Contingencies				
HERO	74,609	-	-	-
Customer Relations	500	-	-	-
Total Special Projects and Contingencies	**75,109**	**-**	**-**	**-**
TOTAL OPERATING EXPENSE	**4,610,874**	**116,556**	**2.53%**	**97,019**
Income before Non-Cash Expense	**25,775,626**	**3,201,705**	**12.42%**	**1,728,503**
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	-	1,416	-	1,416
Total Amortization Expense	**-**	**1,416**	**-**	**1,416**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending July 31, 2026

	MoPac Budget Amount FY 2027	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
Depreciation Expense				
Depreciation Expense - Highways and Bridges	6,000,000	456,447	7.61%	455,415
Depreciation Expense - Toll Equipment	1,000,000	74,678	7.47%	36,566
Depreciation Expense - Signs	32,000	2,379	7.43%	2,379
Total Depreciation Expense	**7,032,000**	**533,505**	**7.59%**	**494,360**
TOTAL NON-CASH EXPENSE	**7,032,000**	**534,921**	**7.61%**	**495,776**
Operating Income	**18,743,626**	**2,666,784**	**14.23%**	**1,232,727**
Non-Operating Expenses				
Interest Expense - Debt Obligations	-	53,070	-	57,133
CAMPO RIF Payment	10,000,000	-	-	-
Total Non-Operating Expenses	**10,000,000**	**53,070**	**0.53%**	**57,133**
TOTAL EXPENSES	**21,642,874**	**704,547**	**3.26%**	**649,928**
Net Income	**8,743,626**	**2,613,715**	**29.89%**	**1,175,594**

Central Texas Regional Mobility Authority
Balance Sheet
as of July 31, 2026

	System as of 7/31/26	MoPac as of 7/31/26	Consolidated as of 7/31/26	Consolidated as of 7/31/25
ASSETS				
Current Assets				
Cash				
Regions Operating Account	132,478	-	132,478	192,791
Cash in TexStar	2,785,061	-	2,785,061	4,497,537
Regions Payroll Account	393,703	-	393,703	117,065
Restricted Cash				
Goldman Sachs	292,046,357	-	292,046,357	440,052,413
Restricted Cash - TexSTAR	19,454,349	-	19,454,349	23,642,170
Treasury SLGS	73,123,240	-	73,123,240	167,371,054
Non-System Cash				
MoPac Operating Account	-	7,602	7,602	4,310
MoPac - Goldman Sachs	-	21,305,042	21,305,042	27,460,899
Headquarters Operating Account	3,357	-	3,357	3,357
Headquarters Security Deposits	-	-	-	28,899
Headquarters Property Management	36,770	-	36,770	67,577
Total Cash and Cash Equivalents	**387,975,316**	**21,312,645**	**409,287,960**	**663,438,073**
Accounts Receivables				
Accounts Receivable - Net	16,332,316	1,787,879	18,120,195	13,736,975
Due From Other Agencies	383,451	-	383,451	769,445
Due From NTTA	3,744,404	-	3,744,404	2,558,746
Due From HCTRA	37,118,562	-	37,118,562	15,179,506
Due From TxDOT	211,325	135,595	346,920	10,515,109
Due From Other Funds	-	2,276,964	2,276,964	2,134,402
Interest Receivable	781,785	-	781,785	1,192,175
Total Receivables	**58,571,842**	**4,200,438**	**62,772,281**	**46,404,897**
Short Term Investments				
Treasuries	209,049,219	-	209,049,219	74,990,374
Agencies	229,331,593	20,000,000	249,331,593	119,688,360
Total Short Term Investments	**438,380,812**	**20,000,000**	**458,380,812**	**194,678,734**
Total Current Assets	**884,927,970**	**45,513,083**	**930,441,053**	**904,521,704**
Capital Assets				
Non-Depreciable Assets				
Construction in Progress	101,166,729	1,372,802	102,539,531	449,455,470
Land	972,235	-	972,235	972,235
Right of Way	88,149,606	-	88,149,606	88,149,606

Central Texas Regional Mobility Authority
Balance Sheet
as of July 31, 2026

	System as of 7/31/26	MoPac as of 7/31/26	Consolidated as of 7/31/26	Consolidated as of 7/31/25
Depreciable Assets - Net Depreciation and Amortization				
Equipment	97,654	-	97,654	123,695
Autos and Trucks	143,387	-	143,387	91,082
Buildings and Toll Facilities	3,684,989	-	3,684,989	3,861,736
Highways and Bridges	2,061,158,274	175,358,971	2,236,517,244	1,849,264,581
Toll Equipment	22,916,269	2,781,358	25,697,627	27,861,583
Signs	9,779,612	135,795	9,915,407	10,583,360
Land Improvements	3,614,589	-	3,614,589	4,156,913
Intangible Assets				
Intangible Software	2,941,620	35,354	2,976,974	4,407,829
Right to Use Assets				
Leases	-	-	-	386,064
Total Capital Assets	**2,294,624,964**	**179,684,279**	**2,474,309,243**	**2,439,314,155**
Other Assets				
Intangible Assets-Net	135,202,344	-	135,202,344	158,640,357
Prepaid Insurance	239,630	-	239,630	193,390
Deferred Outflows (Pension & OPEB related)	1,750,759	-	1,750,759	2,023,955
Total Other Assets	**137,192,732**	**-**	**137,192,732**	**160,857,701**
Total Assets	**3,316,745,666**	**225,197,362**	**3,541,943,028**	**3,504,693,560**
LIABILITIES				
Current Liabilities				
Accounts Payable	9,180,246	448,139	9,628,385	5,127,907
Headquarters Security Deposits Payable	-	-	-	28,897
Interest Payable	6,681,365	53,070	6,734,435	8,840,425
Due to Other Funds	2,276,964	-	2,276,964	2,134,415
TCDRS Payable	103,051	-	103,051	91,672
Medical Reimbursement Payable	90	-	90	-
Due to other Agencies	9,056	-	9,056	13,714
Due to HCTRA	1,237,845	-	1,237,845	1,018,863
71E TxDOT Obligation - Short Term	670,529	-	670,529	761,720
Total Current Liabilities	**20,159,147**	**501,209**	**20,660,356**	**18,034,995**
Long Term Liabilities				
Compensated Absences	864,323	-	864,323	864,323
Right to Use Obligations - Lease	-	-	-	410,575
Deferred Inflows (Pension & OPEB related)	1,329,524	-	1,329,524	1,060,679
Pension & OPEB Liability	700,721	-	700,721	1,618,061
Long Term Payables	**2,894,568**	**-**	**2,894,568**	**4,288,974**

Central Texas Regional Mobility Authority
Balance Sheet
as of July 31, 2026

	System as of 7/31/26	MoPac as of 7/31/26	Consolidated as of 7/31/26	Consolidated as of 7/31/25
Bonds Payable				
Senior Lien Revenue Bonds:				
Senior Lien Revenue Bonds 2010	97,349,567	-	97,349,567	100,884,447
Senior Lien Revenue Bonds 2011	-	-	-	2,760,629
Senior Lien Revenue Bonds 2015	-	-	-	9,000,000
Senior Lien Refunding Revenue Bonds 2016	28,090,000	-	28,090,000	42,940,000
Senior Lien Revenue Bonds 2018	42,300,000	-	42,300,000	42,261,375
Senior Lien Revenue Bonds 2020A	49,135,000	-	49,135,000	50,265,000
Senior Lien Refunding Bonds 2020B	52,880,000	-	52,880,000	53,610,000
Senior Lien Refunding Bonds 2020C	76,955,000	-	76,955,000	128,105,000
Senior Lien Revenue Bonds 2020E	167,160,000	-	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	-	255,075,000	255,075,000
Senior Lien Refunding Bonds 2021D	272,575,000	-	272,575,000	273,125,000
Senior Lien Refunding Bonds 2021E	238,415,000	-	238,415,000	326,360,000
Senior Lien Refunding Bonds 2025A	105,115,000	-	105,115,000	-
Senior Lien Premium 2016 Revenue Bonds	3,879,316	-	3,879,316	5,540,155
Senior Lien Revenue Bond Premium 2018	2,103,291	-	2,103,291	2,339,304
Senior Lien Revenue Bond Premium 2020A	10,281,349	-	10,281,349	10,619,880
Senior Lien Refunding Bond Premium 2020B	9,586,765	-	9,586,765	10,121,840
Senior Lien Revenue Bonds Premium 2020E	18,851,427	-	18,851,427	20,566,814
Senior Lien Revenue Bonds Premium 2021B	50,369,777	-	50,369,777	51,492,733
Senior Lien Refunding Bonds Premium 2021D	41,025,184	-	41,025,184	42,441,819
Senior Lien Refunding Bonds Premium 2025A	10,666,395	-	10,666,395	-
Total Senior Lien Revenue Bonds	**1,531,813,071**	**-**	**1,531,813,071**	**1,594,668,996**
Sub Lien Revenue Bonds:				
Subordinate Lien Refunding Bonds 2016	-	-	-	66,285,000
Subordinate Lien Refunding Bonds 2020D	37,285,000	-	37,285,000	89,345,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	-	61,570,000	61,570,000
Subordinate Lien Refunding Bonds 2025B	97,470,000	-	97,470,000	-
Subordinate Lien BANs 2021C	-	-	-	244,185,000
Subordinate Refunding 2016 Premium	-	-	-	3,519,854
Subordinate Lien Refunding Premium 2020G	5,518,668	-	5,518,668	5,922,640
Subordinate Lien BANS 2021C Premium	-	-	-	10,783,210
Subordinate Lien Refunding 2025B Premium	10,777,200	-	10,777,200	-
Total Sub Lien Revenue Bonds	**212,620,868**	**-**	**212,620,868**	**481,610,703**

Central Texas Regional Mobility Authority
Balance Sheet
as of July 31, 2026

	System as of 7/31/26	MoPac as of 7/31/26	Consolidated as of 7/31/26	Consolidated as of 7/31/25
Other Obligations				
TIFIA Note 2021A - 183S	321,599,414	-	321,599,414	322,001,852
TIFIA Note 2021A - 290E	41,088,581	-	41,088,581	41,088,581
TIFIA Note 2021A - 183A Phase III	106,712,890	-	106,712,890	106,712,890
TIFIA Note 2021F - 183N	250,289,625	-	250,289,625	-
71E TxDOT Obligation - Long Term	37,352,789	-	37,352,789	42,432,738
Regions 2022 MoPac Loan	-	19,590,900	19,590,900	21,090,900
Total Other Obligations	**757,043,300**	**19,590,900**	**776,634,200**	**533,326,962**
Total Long Term Liabilities	**2,504,371,808**	**19,590,900**	**2,523,962,708**	**2,613,895,635**
Total Liabilities	**2,524,530,955**	**20,092,109**	**2,544,623,064**	**2,631,930,630**
NET ASSETS				
Net Assets Beginning	781,977,582	202,491,539	984,469,121	864,612,691
Current Year Operations	10,237,130	2,613,715	12,850,844	8,150,239
Total Net Assets	**792,214,711**	**205,105,254**	**997,319,965**	**872,762,929**
Total Liabilities and Net Assets	**3,316,745,666**	**225,197,362**	**3,541,943,028**	**3,504,693,560**

Statement of Cash Flows
For the Month Ending July 31, 2026

	System	MoPac	Consolidated Total
Cash flows from operating activities:			
Receipts from toll fees	$ 7,324,913	$ 2,807,446	$ 10,132,359
Receipts from other income	-	-	-
Payments to vendors	(13,155,017)	(825,803)	(13,980,820)
Payments to employees	(414,814)	-	(414,814)
Net cash flows provided by operating activities	**$ (6,244,918)**	**$ 1,981,643**	**$ (4,263,275)**
Cash flows from capital and related financing activities:			
Payments on interest	$ (35,194,482)	$ (337,209)	$ (35,531,691)
Payments on obligations	(50,000)	(1,500,000)	(1,550,000)
Payments for construction in progress	(5,972,326)	(28,321)	(6,000,647)
Net cash flows used in capital and related financing activities	**$ (41,216,808)**	**$ (1,865,530)**	**$ (43,082,338)**
Cash flows from investing activities:			
Interest income	$ 1,522,910	$ 115,447	$ 1,638,357
Purchase of investments	(148,815,345)	(20,000,000)	(168,815,345)
Net cash flows provided by investing activities	**$ (147,292,435)**	**$ (19,884,553)**	**$ (167,176,988)**
Net decrease in cash and cash equivalents	**$ (194,754,161)**	**$ (19,768,440)**	**$ (214,522,601)**
Cash and cash equivalents at beginning of year	582,729,476	41,081,084	623,810,560
Cash and cash equivalents at end of year	**$ 387,975,315**	**$ 21,312,644**	**$ 409,287,959**
Reconciliation of change in net position to net cash provided by operating activities:			
Operating Income	$ 19,264,198	$ 2,666,784	$ 21,930,982
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation and amortization	6,497,834	534,921	7,032,755
Bad Debt	(3,443,126)	(373,882)	(3,817,008)
Changes in assets and liabilities:			
(Increase)/Decrease accounts receivables and due from other governments	(18,831,239)	(21,486)	(18,852,725)
Increase in prepaid expenses and other assets	116,367	-	116,367
Increase/(Decrease) in accounts payable	(8,436,888)	(709,247)	(9,146,135)
Increase/(Decrease) in accrued expenses	(1,412,064)	(115,447)	(1,527,511)
Total adjustments	**$ (25,509,116)**	**$ (685,141)**	**$ (26,194,257)**
Net cash flows provided by operating activities	**$ (6,244,918)**	**$ 1,981,643**	**$ (4,263,275)**
Reconciliation of cash and cash equivalents:			
Unrestricted cash and cash equivalents	$ 106,931,159	$ 19,173,955	$ 126,105,114
Restricted cash and cash equivalents: Current	15,861,611	501,209	16,362,820
Restricted cash and cash equivalents: Noncurrent	265,182,545	1,637,480	266,820,025
Total	**$ 387,975,315**	**$ 21,312,644**	**$ 409,287,959**

CTRMA INVESTMENT REPORT
Month Ending July 31, 2026

	Balance 7/1/2026	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 7/31/2026	Rate July 2026
Amount in Trustee TexStar							
General Fund	10,982,260.76	33,772.84				11,016,033.60	3.62%
Trustee Operating Fund	10,038,592.45	26,370.38		(5,000,000.00)		5,064,962.83	3.62%
Renewal and Replacement	8.70					8.70	3.62%
TxDOT Grant Fund	542,541.50	1,668.41				544,209.91	3.62%
Senior Lien Debt Service Reserve Fund	461,128.38	1,418.08				462,546.46	3.62%
2015B Senior Lien 183S Project	417,615.53	1,284.28				418,899.81	3.62%
2015C TIFIA 183S Project Account	829,659.40	2,551.36				832,210.76	3.62%
2018 290E III Senior Lien Project	1,112,057.29	3,419.81				1,115,477.10	3.62%
	24,383,864.01	70,485.16	-	(5,000,000.00)	-	19,454,349.17	
Amount in TexStar Operating Fund	4,273,359.65	11,700.85		5,000,000.00	6,500,000.00	2,785,060.50	3.62%
Goldman Sachs							
Operating Fund	6,674,291.53	19,256.13	171,073.54		157,906.98	6,706,714.22	3.57%
Senior Debt Service 2010	5,599,347.88	14,894.72				5,614,242.60	3.57%
2011 Senior Debt Service Account	8,955.93	25.96				8,981.89	3.57%
2013 Senior Debt Service Fund	47,715.58	138.31				47,853.89	3.57%
2013 Sub DSRF	400,623.14	1,161.26				401,784.40	3.57%
2013 Sub DSF	37,553.67	108.85				37,662.52	3.57%
2015 DSA	125,016.92	362.38				125,379.30	3.57%
2015 Series B Senior Project	2,714,501.63	7,873.64			2,464.00	2,719,911.27	3.57%
2015C TIFIA Project acct	4,968,065.42	14,400.57				4,982,465.99	3.57%
2016 Senior Debt Service Fund	985,294.93	2,856.00			474,018.75	514,132.18	3.57%
2016 Sub Debt Service Fund	1,027,414.70	2,978.09				1,030,392.79	3.57%
2016 Sub Debt Service Reserve Fund	339,722.11	984.73				340,706.84	3.57%
2018 290E III Senior Project	3,594,166.43	10,577.25			733,710.25	2,871,033.43	3.57%
2018 Senior Debt Service Fnd 290E III	1,622,672.83	4,315.26			1,057,500.00	569,488.09	3.57%
2020A Senior Debt Service Account	1,837,969.14	4,887.78			1,228,375.00	614,481.92	3.57%
2020B Senior Debt Service Fund	1,675,491.26	4,455.58			1,277,900.00	402,046.84	3.57%
2020C Sr Debt Service Fund	4,296,961.96	11,428.96			1,104,198.09	3,204,192.83	3.57%
2020D Sub Debt Service Reserve Fund	4,257,840.04	12,340.67				4,270,180.71	3.57%
2020D Sub Debt Sevice Fund	3,052,349.10	8,184.05			621,977.38	2,438,555.77	3.57%
2020E Senior Debt Service Account	3,718,700.00	8,747.52			3,718,700.00	8,747.52	3.57%
2020E Senior Lien Project	20,003.44	81.97	150,000.00		150,998.76	19,086.65	3.57%
2020E Senior Lien CAP I	-	1,286.37				1,286.37	3.57%
2020F Sub Debt Service Fund	38,532.42	111.68				38,644.10	3.57%
2020G Debt Service Reserve	4,736,622.74	13,728.34				4,750,351.08	3.57%
2020G Debt Service Acct	1,276,300.00	3,406.68			1,276,300.00	3,406.68	3.57%
2021A TIFIA Sub Lien Debt Service Reserve	23,585,407.01	68,358.53				23,653,765.54	3.57%

CTRMA INVESTMENT REPORT
Month Ending July 31, 2026

	Balance 7/1/2026	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 7/31/2026	Rate July 2026
2021A TIFIA 183S Loan Account	3,852,268.00	10,282.49			3,852,267.63	10,282.86	3.57%
2021A TIFIA Manor Expressway Loan Acct	448,260.00	1,196.42			448,259.53	1,196.89	3.57%
2021B Senior Debt Service Fund	5,866,900.00	14,364.67			5,866,900.00	14,364.67	3.57%
2021B Senior Cap I DSA	-	0.09				0.09	3.57%
2021B Senior Cap I Project	9,982,416.51	45,367.91				10,027,784.42	3.57%
2021B Senior Lien Project	179.05	867.28				1,046.33	3.57%
2021C Sub Lien Cap I Project	1,586.11	4.60				1,590.71	3.57%
2021C Sub Lien Debt Service Fund	5,730,654.97	16,577.01				5,747,231.98	3.57%
2021C Sub Lien Project	47,873.54	1,319.18	2,900,000.00		2,918,669.28	30,523.44	3.57%
2021D Senior Debt Service Fund	5,897,366.29	15,681.86			5,557,625.00	355,423.15	3.57%
2021E Senior Debt Service Fund	5,585,720.17	14,929.78			3,580,994.88	2,019,655.07	3.57%
2025A Senior Debt Service Fund	7,817,721.23	20,784.31			2,627,875.00	5,210,630.54	3.57%
2025B Sub Debt Service Reserve Fund	9,907,367.97	28,717.76				9,936,085.73	3.57%
2025B Sub Debt Service Fund	3,498,275.95	9,300.59			2,436,750.00	1,070,826.54	3.57%
TxDOT Grant Fund	1,482,900.95	4,052.56				1,486,953.51	3.57%
TxDOT Reimb - US 183N 4th GP Lane	42,890,531.48	124,323.65				43,014,855.13	3.57%
Renewal and Replacement Fund	16,364.82	33.93		355,165.00	371,558.99	4.76	3.57%
Revenue Fund	2,469,525.53	3,640.61	8,975,380.96	(3,005,563.03)		8,442,984.07	3.57%
General Fund	172,653,323.20	419,263.73		(355,165.00)	147,786,191.41	24,931,230.52	3.57%
Senior Lien Debt Service Reserve Fund	111,672,645.04	323,697.34				111,996,342.38	3.57%
71E Revenue Fund	11,373,483.44	31,656.30	377,812.23	946,324.70	10,357,427.71	2,371,848.96	3.57%
MoPac Revenue Fund	102,085.83	9,580.63	509,146.23	(512,159.74)		108,652.95	3.57%
MoPac General Fund	33,964,544.03	86,740.97		485,828.50	20,029,313.90	14,507,799.60	3.57%
MoPac Operating Fund	5,174,366.84	14,144.79	135,595.34	400,000.00	726,067.64	4,998,039.33	3.57%
MoPac Loan Repayment Fund	1,837,208.34	4,980.79		1,685,569.57	1,837,208.34	1,690,550.36	3.57%
	518,915,089.10	**1,418,460.53**	**13,219,008.30**	**-**	**220,201,158.52**	**313,351,399.41**	

Amount in Fed Agencies and Treasuries

Total in Pools - TxStar	28,657,223.66	82,186.01	-	-	6,500,000.00	22,239,409.67
Total in Goldman Sachs FSGF	518,915,089.10	1,418,460.53	13,219,008.30	-	220,201,158.52	313,351,399.41
Total in Treasury SLGS	317,600,000.00	12,511,739.80	-	-	256,988,500.00	73,123,239.80
Total in Fed Agencies and Treasuries	289,649,687.50	-	168,731,124.66	-	-	458,380,812.16
Total Invested	1,154,822,000.26	14,012,386.34	181,950,132.96	-	483,689,658.52	867,094,861.04

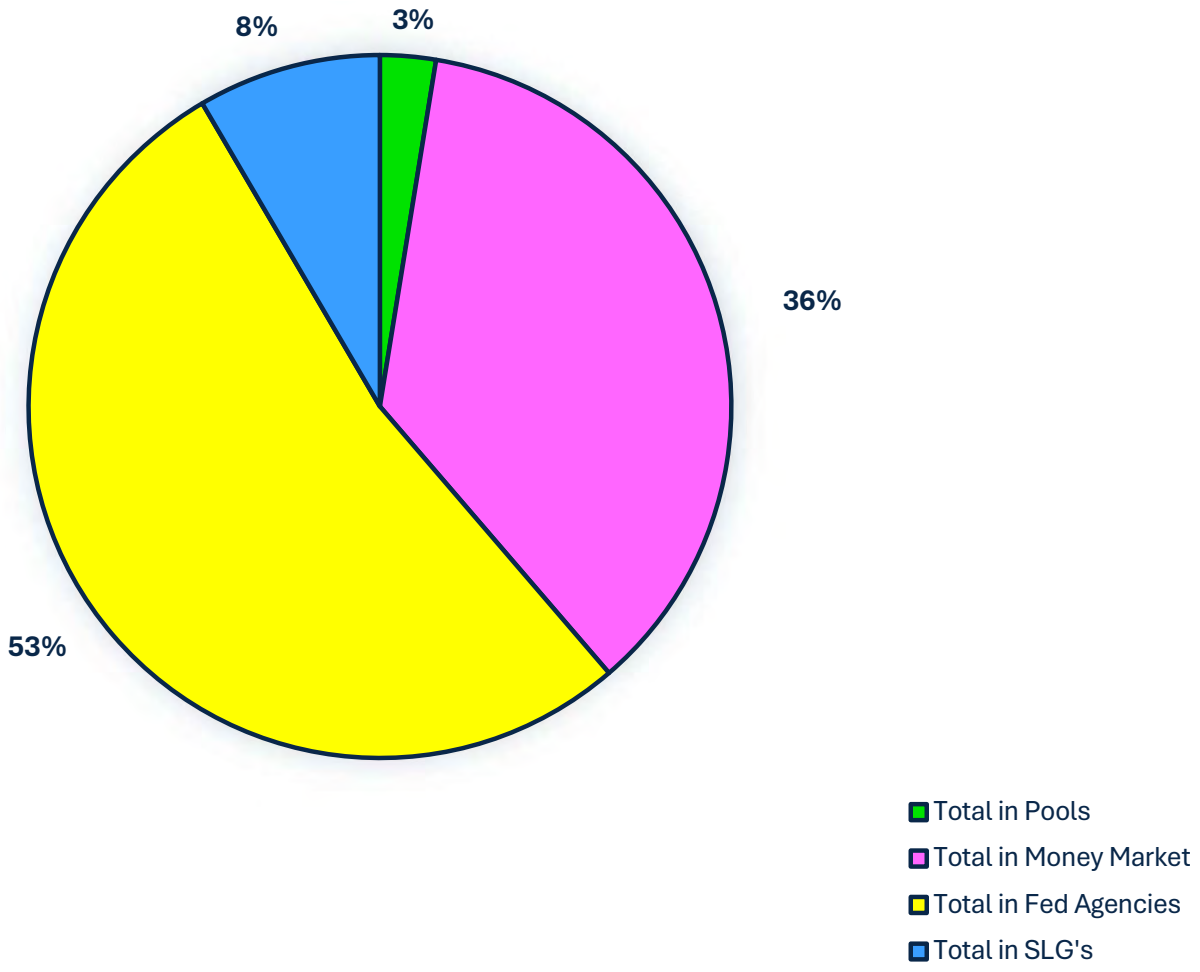
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevent provisions of the Public Funds Investment Act Chapter 2256.023

José Hernández, CFO
Ann Zigmond, Controller
David Effrein, Finance Manager

CTRMA INVESTMENT REPORT BY FUND
Month Ending July 31, 2026

Fund	TexSTAR	TexSTAR-Trustee	Goldman Sachs	Agencies / Treasuries / SLGS	Balance
Renewal and Replacement Fund	8.70		4.76		13.46
TxDOT Grant Fund	544,209.91		1,486,953.51	10,000,000.00	12,031,163.42
TxDOT Reimb - US 183N 4th GP Lane			43,014,855.13	20,060,156.00	63,075,011.13
Senior Lien Debt Service Reserve Fund	462,546.46		111,996,342.38		112,458,888.84
Senior Debt Service 2010			5,614,242.60		5,614,242.60
2011 Senior Debt Service Account			8,981.89		8,981.89
2013 Senior Debt Service Fund			47,853.89		47,853.89
2013 Sub DSF			37,662.52		37,662.52
2013 Sub DSRF			401,784.40		401,784.40
2015 DSA			125,379.30		125,379.30
2016 Senior Debt Service Fund			514,132.18		514,132.18
2016 Sub Debt Service Fund			1,030,392.79		1,030,392.79
2016 Sub Debt Service Reserve Fund			340,706.84		340,706.84
Operating Fund	5,064,962.83	2,785,060.50	6,706,714.22		14,556,737.55
Revenue Fund			8,442,984.07		8,442,984.07
General Fund	11,016,033.60		24,931,230.52	318,402,671.16	354,349,935.28
71E Revenue Fund			2,371,848.96	50,104,704.00	52,476,552.96
MoPac Revenue Fund			108,652.95		108,652.95
MoPac General Fund			14,507,799.60	20,000,000.00	34,507,799.60
MoPac Operating Fund			4,998,039.33		4,998,039.33
MoPac Loan Repayment Fund			1,690,550.36		1,690,550.36
2015 Series B Senior Project	418,899.81		2,719,911.27		3,138,811.08
2015C TIFIA Project acct	832,210.76		4,982,465.99	39,813,281.00	45,627,957.75
2018 Senior Debt Service Fnd 290E III			569,488.09		569,488.09
2018 290E III Senior Project	1,115,477.10		2,871,033.43		3,986,510.53
2020A Senior Debt Service Account			614,481.92		614,481.92
2020B Senior Debt Service Fund			402,046.84		402,046.84
2020C Sr Debt Service Fund			3,204,192.83		3,204,192.83
2020D Sub Debt Sevice Fund			2,438,555.77		2,438,555.77
2020D Sub Debt Service Reserve Fund			4,270,180.71		4,270,180.71
2020E Senior Lien Project			19,086.65	54,673,344.67	54,692,431.32
2020E Senior Lien CAP I			1,286.37		1,286.37
2020F Sub Debt Service Fund			38,644.10		38,644.10
2020G Debt Service Acct			3,406.68		3,406.68
2020G Debt Service Reserve			4,750,351.08		4,750,351.08
2021A TIFIA Sub Lien Debt Service Reserve			23,653,765.54		23,653,765.54
2021A TIFIA 183S Loan Account			10,282.86		10,282.86
2021B Senior Cap I Project			10,027,784.42		10,027,784.42
2021B Senior Debt Service Fund			14,364.67		14,364.67
2021B Senior Lien Project			1,046.33	16,582,601.59	16,583,647.92
2021B Senior Cap I DSA			0.09		0.09
2021C Sub Lien Cap I Project			1,590.71		1,590.71
2021C Sub Lien Project			30,523.44	1,867,293.54	1,897,816.98
2021C Sub Lien Debt Service Fund			5,747,231.98		5,747,231.98
2021D Senior Debt Service Fund			355,423.15		355,423.15
2021E Senior Debt Service Fund			2,019,655.07		2,019,655.07
2025A Senior Debt Service Fund			5,210,630.54		5,210,630.54
2025B Sub Debt Service Fund			1,070,826.54		1,070,826.54
2025B Sub Debt Service Reserve Fund			9,936,085.73		9,936,085.73
2020E Senior Debt Service Account			8,747.52		8,747.52
2021A TIFIA Manor Expressway Loan Acct			1,196.89		1,196.89
Totals	**19,454,349.17**	**2,785,060.50**	**313,351,399.41**	**531,504,051.96**	**867,094,861.04**

CTRMA ALLOCATION OF FUNDS
Month Ending July 31, 2026



CTRMA INVESTMENTS
Month Ending July 31, 2026

Fund	Agency	CUSIP #	Yield to Maturity	Purchased	Matures	Market Value	Cost / Book Value	Book Value	Maturity Value	Accrued Interest	Interest Earned
GENERAL	Treasury	91282CME8	3.80%	7/1/2025	12/31/2026	25,149,500	25,162,000	25,162,000	25,000,000		1,062,500
GENERAL	FAMC	31424WU91	3.73%	9/10/2025	8/5/2026	24,986,750	25,000,000	25,000,000	25,000,000		362,639
GENERAL	FAMC	31424WU67	3.72%	9/10/2025	9/15/2026	49,972,000	50,000,000	50,000,000	50,000,000		930,000
TXDOTGRANT	FAMC	31424W5C2	3.64%	12/15/2025	12/31/2026	10,000,000	10,000,000	10,000,000	10,000,000		182,000
71E REVENUE	FAMC	31428JBU0	3.54%	2/18/2026	2/23/2027	20,000,000	20,000,000	20,000,000	20,000,000		
71E REVENUE	Treasury	91282CMP3	3.56%	3/6/2026	2/28/2027	20,000,000	20,121,451	20,108,000	20,000,000	121,451	
2015TIFIAP	Treasury	91282CLS8	3.64%	3/10/2026	10/31/2026	20,000,000	20,060,156	20,060,156	20,000,000	296,271	412,500
TXDOT REIM	Treasury	91282CLS8	3.64%	3/10/2026	10/31/2026	20,000,000	20,060,156	20,060,156	20,000,000	296,271	412,500
GENERAL	Treasury	91282CET4	3.68%	3/16/2026	5/31/2027	40,000,000	39,506,250	39,506,250	40,000,000	308,654	525,000
2015TIFIAP	Treasury	91282CET4	3.68%	3/17/2026	5/31/2027	20,000,000	19,753,125	19,753,125	20,000,000	154,327	262,500
GENERAL	FAMC	31428JHK6	3.83%	5/7/2026	6/7/2027	40,000,000	40,000,000	40,000,000	40,000,000		127,667
GENERAL	FAMC	31315KEK2	4.01%	7/10/2026	4/16/2027	20,000,000	19,394,889	19,394,889	20,000,000		
GENERAL	FAMC	31428JPC5	4.17%	7/13/2026	8/13/2027	20,000,000	20,000,000	20,000,000	20,000,000		
MOPAC GENL	FAMC	31428JPS0	4.10%	7/14/2026	6/30/2027	20,000,000	20,000,000	20,000,000	20,000,000		
71E REVENUE	FHLB	313384CM9	3.94%	7/14/2026	3/1/2027	10,245,000	9,996,704	9,996,704	10,000,000		
GENERAL	FAMC	31428JPN1	4.20%	7/16/2026	7/16/2027	20,000,000	20,000,000	20,000,000	20,000,000		
GENERAL	Treasury	91282CBB6	4.32%	7/24/2026	12/31/2027	10,000,000	9,491,797	9,491,797	10,000,000	4,076	
GENERAL	Treasury	91282CGC9	4.32%	7/24/2026	12/31/2027	15,000,000	14,907,735	14,907,735	15,000,000	37,908	
GENERAL	FAMC	31428JQQ3	4.34%	7/28/2026	12/30/2027	20,000,000	20,000,000	20,000,000	20,000,000		
GENERAL	FAMC	31428JQQ3	4.34%	7/28/2026	12/30/2027	15,000,000	15,000,000	15,000,000	15,000,000		
GENERAL	FFCB	3133EWTU4	4.32%	7/30/2026	6/22/2028	20,000,000	19,940,000	19,940,000	20,000,000	87,822	
					Totals	**460,353,250**	**458,394,263**	**458,380,812**	**460,000,000**	**1,306,780**	**4,277,306**

State and Local Government Series (SLGS)
Month Ending July 31, 2026

Fund	Agency	Arbitrage Yield	Yield	Purchased Date	Purchase Value	Beginning	Accrued Interest	Withdrawals	End Value
2021CPROJ	SLGS	1.83%	2.82%	4/23/2024	35,000,000	35,000,000	617,293.54	33,750,000	1,867,293.54
2021BPROJ	SLGS	1.83%	2.82%	4/23/2024	210,000,000	210,000,000	9,611,101.59	203,028,500	16,582,601.59
2020E PRJ	SLGS	1.83%	2.82%	4/1/2025	72,600,000	72,600,000	2,283,344.67	20,210,000	54,673,344.67
				Totals	**317,600,000**	**317,600,000**	**12,511,739.80**	**256,988,500**	**73,123,239.80**

TexSTAR

MONTHLY NEWSLETTER JULY 2026

PERFORMANCE

As of July 31, 2026

Current Invested Balance	$ 13,733,755,838.19
Weighted Average Maturity (1)	36 Days
Weighted Average Life (2)	102 Days
Net Asset Value	0.999872
Total Number of Participants	1163
Management Fee on Invested Balance	0.06%*
Interest Distributed	$ 43,951,625.82
Management Fee Collected	$ 745,524.33
% of Portfolio Invested Beyond 1 Year	5.79%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

July Averages

Average Invested Balance	$ 14,050,549,632.99
Average Monthly Yield, on a simple basis	3.6208%
Average Weighted Maturity (1)	36 Days
Average Weighted Life (2)	100 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate. (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

NEW PARTICIPANTS

We would like to welcome the following entity who joined the TexSTAR program in July:

* City of Cleveland
* Rockwall County Municipal Utility District No. 10
* Harris County Water Control & Improvement District No. 113
* City of Lockney

ECONOMIC COMMENTARY

Market review

After June's memorandum of understanding (MOU), July's early optimism around a more durable Middle East de-escalation proved short-lived. Roughly a week into the month, a fresh flare-up in Persian Gulf tensions pushed U.S. Treasury yields higher and sent oil sharply upward after President Donald Trump suggested the ceasefire with Iran may be over, signaled the potential for additional U.S. strikes, and outlined plans to reimpose a blockade on Iranian ships transiting the Strait of Hormuz while charging fees on other cargo. With Brent topping $100/bbl for the first time in more than a month, markets quickly repriced the inflation risk from potential energy supply disruption, dragging both bond prices and equities lower and reinforcing expectations that the Federal Reserve may need to raise rates this year.

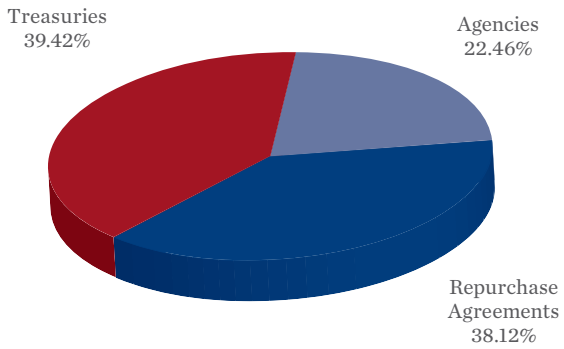
The June CPI report provided some relief after several months of elevated price pressures. Headline CPI fell 0.4% month-over-month (m/m), the largest one-month drop since April 2020, driven by a sharp decline in energy prices following the June MOU, bringing the year-over-year (y/y) rate down to 3.5%. More encouragingly, core CPI was flat on the month: shelter rose just 0.1% (its smallest increase since January 2021), while auto insurance, one of the drivers of inflation a year ago, continued to fall, helping pull y/y core inflation down to 2.6%. While this was only one benign print, the report suggested that underlying price pressures may be easing alongside near-term energy-driven relief.

The June jobs report signaled some moderation, reversing the trend of the past three months. Payrolls rose 57,000, below the 100,000 consensus, and revisions subtracted 74,000 from the prior two months, pulling the three-month average down to a still solid 111,000 from 164,000. Weakness was concentrated in leisure and hospitality, which more than reversed May's gain despite expectations of a World Cup-related hiring boost. The unemployment rate edged down to 4.2% from 4.3%, largely reflecting a shrinking labor force and lower participation. Wages were modestly firmer at 0.35% m/m and 3.52% y/y but remained consistent with the year-to-date trend and did not point to a renewed inflation impulse. Overall, the labor market looks tight rather than strong: hiring has cooled, but layoffs and jobless claims remain near the low end of historical ranges.

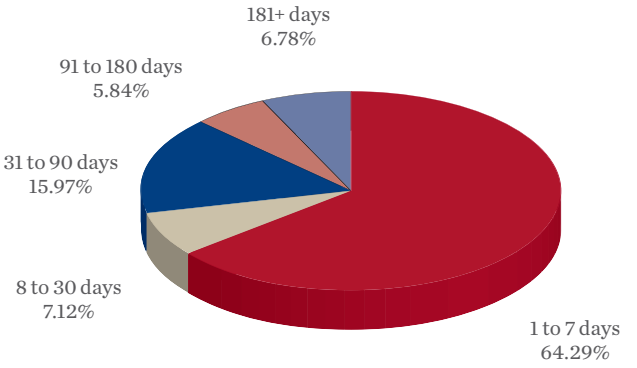
(continued page 4)

INFORMATION AT A GLANCE

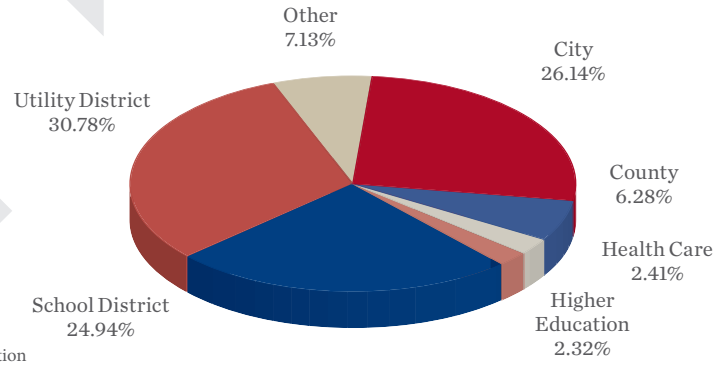
PORTFOLIO BY TYPE OF INVESTMENT AS OF JULY 31, 2026



PORTFOLIO BY MATURITY AS OF JULY 31, 2026 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF JULY 31, 2026



(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

HISTORICAL PROGRAM INFORMATION

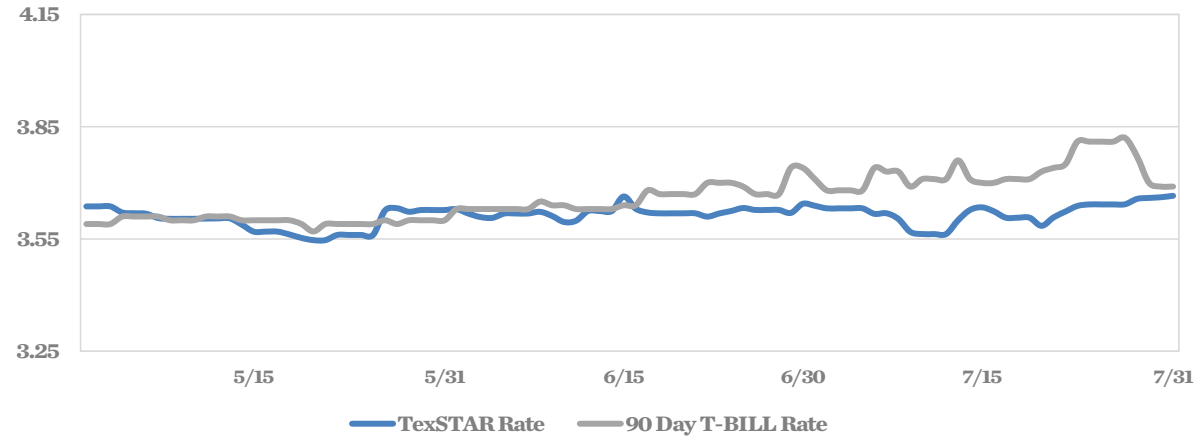
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Jul 26	3.6208%	$ 13,733,755,838.19	$13,733,002,428.47	0.999872	36	100	1163
Jun 26	3.6216%	14,088,510,166.60	14,085,969,809.30	0.999819	40	104	1159
May 26	3.5974%	13,969,164,373.89	13,968,175,874.30	0.999929	42	103	1157
Apr 26	3.6378%	14,100,470,888.05	14,100,134,553.14	0.999976	39	100	1157
Mar 26	3.6513%	13,997,013,148.85	13,996,705,855.03	0.999978	41	106	1152
Feb 26	3.6770%	14,876,805,793.89	14,878,473,431.07	1.000077	34	92	1151
Jan 26	3.7074%	14,134,489,687.87	14,136,948,435.43	1.000138	37	95	1150
Dec 25	3.8246%	12,788,699,800.27	12,792,655,256.09	1.000263	41	107	1146
Nov 25	3.9802%	12,728,766,391.86	12,730,994,343.48	1.000175	42	102	1143
Oct 25	4.1164%	13,011,629,049.75	13,014,921,958.46	1.000163	47	100	1140
Sep 25	4.2135%	13,526,011,595.54	13,529,342,119.81	1.000246	49	101	1133
Aug 25	4.2859%	13,432,632,076.54	13,434,977,535.50	1.000127	47	97	1132

PORTFOLIO ASSET SUMMARY AS OF JULY 31, 2026

	BOOK VALUE	MARKET VALUE
Uninvested Balance	$ 814.34	$ 814.34
Accrual of Interest Income	18,212,443.21	18,212,443.21
Interest and Management Fees Payable	(43,918,699.73)	(43,918,699.73)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	5,244,527,000.00	5,244,527,000.00
Government Securities	8,514,934,280.37	8,514,180,870.65
TOTAL	**$ 13,733,755,838.19**	**$ 13,733,002,428.47**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TEXSTAR VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

DAILY SUMMARY FOR JULY 2026

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
7/1/2026	3.6390%	0.000099699	$14,091,723,540.22	0.999832	38	101
7/2/2026	3.6321%	0.000099509	$14,217,461,268.35	0.999861	38	101
7/3/2026	3.6321%	0.000099509	$14,217,461,268.35	0.999861	38	100
7/4/2026	3.6321%	0.000099509	$14,217,461,268.35	0.999861	37	99
7/5/2026	3.6321%	0.000099509	$14,217,461,268.35	0.999861	36	98
7/6/2026	3.6174%	0.000099106	$14,178,257,668.83	0.999862	36	101
7/7/2026	3.6190%	0.000099151	$14,215,461,191.55	0.999839	35	100
7/8/2026	3.6038%	0.000098733	$14,202,154,573.01	0.999837	36	101
7/9/2026	3.5693%	0.000097790	$14,096,442,381.13	0.999848	37	102
7/10/2026	3.5634%	0.000097628	$14,231,886,228.10	0.999842	38	102
7/11/2026	3.5634%	0.000097628	$14,231,886,228.10	0.999842	37	101
7/12/2026	3.5634%	0.000097628	$14,231,886,228.10	0.999842	36	100
7/13/2026	3.6001%	0.000098632	$14,130,770,270.09	0.999809	36	100
7/14/2026	3.6277%	0.000099389	$14,061,982,412.37	0.999864	36	100
7/15/2026	3.6348%	0.000099584	$14,145,740,666.49	0.999887	35	99
7/16/2026	3.6241%	0.000099291	$14,113,418,421.78	0.999876	36	99
7/17/2026	3.6071%	0.000098824	$14,094,523,946.91	0.999870	36	99
7/18/2026	3.6071%	0.000098824	$14,094,523,946.91	0.999870	35	98
7/19/2026	3.6071%	0.000098824	$14,094,523,946.91	0.999870	35	97
7/20/2026	3.5854%	0.000098230	$14,048,796,312.13	0.999858	35	98
7/21/2026	3.6079%	0.000098846	$14,057,236,135.15	0.999833	35	98
7/22/2026	3.6236%	0.000099278	$13,955,073,274.36	0.999810	36	99
7/23/2026	3.6385%	0.000099680	$13,832,160,115.85	0.999771	37	100
7/24/2026	3.6426%	0.000099797	$13,861,278,149.29	0.999777	37	102
7/25/2026	3.6426%	0.000099797	$13,861,278,149.29	0.999777	36	100
7/26/2026	3.6426%	0.000099797	$13,861,278,149.29	0.999777	35	99
7/27/2026	3.6431%	0.000099811	$13,875,706,621.62	0.999779	36	102
7/28/2026	3.6574%	0.000100203	$13,876,912,079.61	0.999809	36	102
7/29/2026	3.6600%	0.000100274	$13,798,849,494.61	0.999875	36	102
7/30/2026	3.6618%	0.000100324	$13,719,687,579.35	0.999885	36	102
7/31/2026	3.6656%	0.000100427	$13,733,755,838.19	0.999872	36	102
Average	**3.6208%**	**0.000099201**	**$14,050,549,632.99**		**36**	**100**

TexSTAR

ECONOMIC COMMENTARY (cont.)

Economic growth softened, but the underlying picture was more resilient. In the advance estimate for 2Q26, real GDP rose at a 1.5% seasonally adjusted annualized rate, down from 2.1% in 1Q and below the 2.0% consensus. A wider trade deficit and weaker government spending weighed on the top line but were offset by accelerating consumer spending and continued strength in business fixed investment. Consumer spending increased 3.2%, while business fixed investment surged 8.4%, led by spending on equipment tied to the AI buildout. Real final sales to private domestic purchasers rose 3.9%, following a 1.7% gain in 1Q, suggesting that underlying economic momentum remained firm.

At the July meeting, the Federal Open Market Committee voted 9-3 to maintain the federal funds target range at 3.50%–3.75%. However, Fed Presidents Hammack, Logan and Kashkari dissented in favor of a 25 basis point (bp) rate hike, signaling the growing divide within the Fed on the inflation outlook. Consistent with the Committee's move toward less forward guidance, the shorter statement was largely unchanged from June and continued to describe growth as solid, labor market conditions as stable and inflation as elevated. At the press conference, Chair Warsh offered limited guidance on the path forward, while reiterating that 2% remains the inflation objective. At the same time, he acknowledged that higher market rates have already tightened financial conditions, giving the Committee some room to assess incoming data. Markets ultimately reflected the balance between easing inflation data and persistent geopolitical uncertainty, as the cooler inflation print and softer wage growth reduced the perceived risk of a near-term rate hike while renewed geopolitical headlines and re-escalation concerns pushed longer yields higher. The curve steepened as three- and six-month Treasury bill yields declined 6 basis points (bps) and 2 bps to 3.76% and 3.95%, respectively, while one- and two-year Treasury yields rose 6 bps and 11 bps to 4.04% and 4.29%, respectively.

Outlook

The outlook remains highly dependent on how the Middle East conflict evolves and, in turn, what happens to energy prices and inflation. While June's MOU briefly reduced fears of a prolonged supply disruption, July's re-escalation pushed oil higher again, underscoring that progress toward de-escalation is unlikely to be linear. The key swing factor is whether energy markets can stabilize from here, or whether renewed pressure spills over into broader headline inflation and business input costs.

If geopolitical pressures ease and energy prices cool, inflation should continue to moderate and economic activity should benefit. For now, our base case is that growth runs near trend, supported by still-healthy business investment, particularly tied to technology and artificial intelligence (AI), and consumer spending that has held up better than expected, especially among higher-income households. Inflation dynamics remain central to the policy path. We continue to expect the Federal Reserve to keep rates on hold through year-end, even though markets still price in one to two 25 bp hikes. A hike as early as September is possible if inflation proves more persistent or if energy-related price pressures broaden, but we would view any move this year as a "fine-tuning" step rather than the start of a prolonged hiking cycle. More hawkish views have been most evident among rotating regional bank presidents rather than longer-tenured Governors, suggesting that—even if additional tightening occurs—further hikes into 2027 would likely be limited.

This information is an excerpt from an economic report dated July 2026 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #8

Discuss and consider approving an agreement with Garver, LLC for engineering and design services for the City of Cedar Park RM 1431/183A intersection improvements project

Strategic Plan Relevance:	Stewardship, Collaboration and Safety
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	$1,323,249.41
Funding Source:	City of Cedar Park and Williamson County
Action Requested:	Consider and act on draft resolution

Project Description: The Project is located at the intersection of RM 1431, owned by the Texas Department of Transportation (TxDOT), and the Mobility Authority's 183A Frontage Roads, directly adjacent to TxDOT's 183A General Purpose Lane Project limits. The Project entails development and construction of improvements within both Mobility Authority and TxDOT right-of-way, evaluating innovative intersection concepts that enhance traffic operations and safety at this high volume location. The desired outcome is an innovative, high-capacity intersection with minimal right-of-way impacts.

Previous Actions & Brief History of the Program/Project:
Following the Board's approval on March 25th, 2026, the City of Cedar Park ("City") and Mobility Authority entered into an Interlocal Agreement to design and construct the RM 1431 (Whitestone Blvd.) at 183A Intersection Improvement Project.

Staff initiated procurement efforts for preliminary engineering, final design, and construction-phase services for the RM 1431/183A Intersection Improvements Project on May 4, 2026. On June 24, the Board authorized the Executive Director to negotiate with the most highly qualified provider.

The Executive Director has negotiated a satisfactory agreement with Garver, LLC for preliminary engineering services in accordance with Policy Code 401.035.

Financing: City of Cedar Park and Williamson County

Action requested/Staff Recommendation: Approve the proposed agreement with Garver, LLC and authorize the Executive Director to finalize and execute the agreement on behalf of the Mobility Authority, in the form or substantially the same form attached hereto as Exhibit "A".

Backup provided: Draft Resolution
Draft agreement

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

RESOLUTION NO. 26-0XX

APPROVING AN AGREEMENT WITH GARVER, LLC
FOR ENGINEERING AND DESIGN SERVICES FOR THE
CITY OF CEDAR PARK RM 1431/183A INTERSECTION IMPROVEMENT PROJECT

WHEREAS, by Resolution No. 26-016, dated March 25, 2026, the Board of Directors approved an interlocal agreement with the City of Cedar Park to develop and construct the Ranch to Market Road 1431/183A intersection improvements project ("Project"); and

WHEREAS, on May 4, 2026, the Mobility Authority issued a request for qualifications (RFQ) to firms interested in providing engineering and design services for the Project; and

WHEREAS, by Resolution No. 26-039 dated June 24th, 2026, the Board approved the ranking of respondents to the RFQ and authorized the Executive Director to negotiate a contract with Garver LLC to provide engineering and design services for the Project; and

WHEREAS, the Executive Director and Garver, LLC have reached a proposed agreement for engineering and design services which is attached hereto as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed agreement with Garver, LLC and authorizes the Executive Director to finalize and execute the agreement 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:

_____
James M. Bass
Executive Director

Approved:

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

Exhibit A

CONTRACT FOR PROFESSIONAL SERVICES
with Work Authorizations

THIS CONTRACT FOR PROFESSIONAL SERVICES is made by and between the Central Texas Regional Mobility Authority, 3300 N Interstate 35 Frontage Rd #300, Austin, Texas 78705, hereinafter called "Mobility Authority," and **Garver, LLC**, having its principal business address at **810 Hesters Crossing #210 Round Rock, TX 78681**, hereinafter called "Engineer," for the purpose of contracting for professional services.

WITNESSETH

WHEREAS, the Mobility Authority desires to contract for services generally described as professional services, and more specifically described in Article 1; and

WHEREAS, pursuant to a qualifications-based selection conducted in accordance with the Professional Services Procurement Act (Tex. Gov't Code Sec. 2254.001, et. seq.), and the Mobility Authority's Policy Code regarding the procurement of professional services, the Mobility Authority has selected the Engineer to provide the needed Services; and

WHEREAS, the Engineer has agreed to provide the Services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Mobility Authority and the Engineer, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

AGREEMENT

ARTICLE 1. SCOPE OF SERVICES. The Mobility Authority and the Engineer will furnish items and perform those services for fulfillment of this Contract as identified in Attachment B, Services to be Provided by the Mobility Authority and Attachment C, Services to be Provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers and Land Surveyors. This Contract does not obligate the Mobility Authority to proceed with the Services or authorize the performance of work through a Work Authorization.

ARTICLE 2. CONTRACT PERIOD. This Contract becomes effective when fully executed by all parties hereto and it shall terminate on **07/31/2030** (the "Contract Period") unless the Contract Period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. A Work Authorization issued prior to expiration of this Contract may remain in effect until such time as the Services authorized under that Work Authorization are complete and accepted by the Mobility Authority. The terms of this Contract shall continue in effect in respect to any work authorization remaining in effect following the expiration of this Contract. No new Services may be added to a Work Authorization, and no new Work Authorization may be issued after the termination date of this Contract.

ARTICLE 3. COMPENSATION.

A. Amount Payable. The amount payable under this Contract will be determined by the individual work authorizations authorized over the contract period.

B. Basis of Payment. The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule. The amount presented in Attachment E is the amount the Mobility Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement, for the performance of all services as set forth in this Contract and work authorizations.

C. Reimbursement of Eligible Costs. To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

D. Engineer Payment of Subconsultants. No later than ten (10) days after receiving payment from the Mobility Authority, the Engineer shall pay all subconsultants for work performed under a subcontract authorized hereunder. The Mobility Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Mobility Authority may also suspend the work under this Contract or any work authorization until subconsultants are paid. This requirement also applies to all lower tier subconsultants, and this provision must be incorporated into all subcontracts.

E. Non-compensable Time. Time spent by the Engineer'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 in excess of what would reasonably be considered appropriate under industry standards for the performance of such Services is not compensable, unless that additional time spent resulted from the Mobility Authority's delay in providing information, materials, feedback, or other necessary cooperation to the Engineer. The Mobility Authority will not pay any hourly compensation to the Engineer for Services or deliverables required due to an error, omission, or fault of the Engineer.

F. Consistency of Classification/Duties and Hourly Rates. Time spent by the Engineer's personnel 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.

G. Taxes. All payments to be made by the Mobility Authority to the Engineer pursuant to this Contract 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. A "Texas Sales and Use Tax Exemption Certificate" is available from the Mobility Authority for use toward project-related expenses upon request. Title to any consumable items purchased by the Engineer in performing this Contract shall be deemed to have passed to the Mobility Authority at the time the Engineer 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.

ARTICLE 4. INVOICE REQUIREMENTS

A. Monthly Invoices. The Engineer shall request reimbursement of costs incurred by submitting an itemized invoice in a form acceptable to the Mobility Authority. If the work is eligible for payment through an agreement with another entity, the billing statement shall be in a form and include such detail as that entity may require, including a breakdown of Services provided on a Project-by-Project basis, together with other Services requested by the Mobility Authority. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred, with the exception of the closing of the Mobility Authority's fiscal year. Notwithstanding the ninety (90) day submittal deadline, all requests for reimbursement of costs incurred during the Mobility Authority's fiscal year (ending June 30th) must be submitted no later than 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday.

B. Form of Invoice. The invoice shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The invoice shall indicate if the work has been completed or if the billing is for partial completion of the work. The fixed fee will be paid in proportion to the percentage of work completed per work authorization.

C. Overhead Rates. The Engineer shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included.

D. Thirty Day Payments. Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. If the Mobility Authority disputes a request for payment by the Engineer, the Mobility Authority agrees to pay any undisputed portion of the invoice within this 30-day window. The Mobility Authority shall notify the Engineer of the disputed amount no later than the 21st day after the date the Mobility Authority receives the monthly invoice.

E. Withholding Payments. The Mobility Authority reserves the right to withhold payment of up to 110% of the disputed amount of the Engineer's invoice in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; or (3) required reports (including third-party verifications, if any) are not received. In the event that payment is withheld, the Mobility Authority shall notify the Engineer and give a remedy that would allow the Mobility Authority to release the payment.

F. Invoice and Progress Report Submittal Process.

(1) The invoice submittal shall include:

- Progress report
- Forecast for completion of the scope
- Invoice (in the required format provided by the Mobility Authority)
- Supporting documents as requested

(2) A progress report shall be submitted to the Mobility Authority at least once each calendar month;

(3) An update to the Project schedule (using critical path method analysis) indicating the Project's overall status versus the baseline schedule (originally submitted with the Project Management Plan) shall be submitted to the Mobility Authority at least once each calendar month;

(4) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report and Project schedule information will be required nevertheless;

(5) The invoice submittal shall not be later than the 10th day of the month following service unless otherwise directed; if submitted after the 10th day, it will be processed the following month;

(6) As it relates to the Mobility Authority's end of fiscal year closeout efforts, the Engineer shall submit the invoice including their services through June 30th for a given year no later than 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday;

(7) The Mobility Authority's Director of Engineering will review the invoices to confirm that supporting documentation is included, and for compliance with the Contract and consistency with the submitted progress report; and

(8) The invoice will either be recommended for approval by the Mobility Authority's Director of Engineering, or the Mobility Authority's Director of Engineering will return it to the Engineer for required correction.

G. Effect of Payments. No payment by the Mobility Authority shall relieve the Engineer of its obligation to perform on a timely basis the Services required under this Contract. If, prior to acceptance of any Service, product or other deliverable, the Executive Director determines that said Service, product or deliverable does not satisfy the requirements of this Contract, the Executive Director may reject same and require the Engineer to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority.

H. Audit. The Mobility Authority shall have the right to examine the books and records of the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the Contract Period and for four (4) years from the date of final payment under this Contract or until any pending litigation has been completely and fully resolved, and the Executive Director approves of the destruction of records, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, TxDOT, Texas State Auditor, the Federal Highway

Administration ("FHWA"), the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of the Engineer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 5. WORK AUTHORIZATIONS. The Executive Director will issue work authorizations to authorize all work under this contract. Refusal to accept a work authorization in the form prescribed by the Mobility Authority may be grounds for termination of the contract. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the full execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1.

ARTICLE 6. SIGNATORY WARRANTY. The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Contract.

ARTICLE 7. NOTICES. A notice, demand, request, report, and other communication required or permitted under this Contract, 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 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 their 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 an electronic mail transmission (attaching 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:

Engineer:	**Mobility Authority:**
Stephen Johnson Garver, LLC 810 Hesters Crossing #210 Round Rock, TX 78681	Director of Engineering Central Texas Regional Mobility Authority 3300 N Interstate 35 Frontage Rd #300 Austin, Texas 78705

ARTICLE 8. INCORPORATION OF PROVISIONS. Attachments A through H are attached hereto and incorporated into this Contract as if fully set forth herein.

ARTICLE 9. ENTIRETY OF AGREEMENT. This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.

ARTICLE 10. PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE. In the event of any conflict between the Contract and other documents, the order of precedence shall be as set forth below: A) Supplemental Work Authorization; B) Work Authorization; C) Contract Amendments; D) Contract; E) RFP/ RFQ; F) Engineer's Response to RFP/RFQ.

Each party is signing this agreement on the date stated under that party's signature.

THE ENGINEER

(Signature)

(Printed Name)

(Title)

(Date)

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

Attachments and Exhibits to Contract for Professional Services
Incorporated into the Contract by Reference

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Mobility Authority
C	Services to Be Provided by the Engineer
D	Key Personnel
E	Fee Schedule
F	Work Schedule
G	Computer Graphics Files for Document and Information Exchange, if applicable
H	Subcontracting

ATTACHMENT A

GENERAL PROVISIONS
INDEX TO PROVISIONS

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2	Progress
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4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Data Ownership
8	Public Information and Confidentiality
9	Personnel, Equipment and Material
10	Subcontracting
11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms
14	Termination
15	Compliance with Laws
16	Indemnification
17	Engineer's Responsibility
18	Noncollusion
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21	Maintenance, Retention and Audit of Records
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38	Abbreviations and Definitions

ATTACHMENT A

GENERAL PROVISIONS

ARTICLE 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Executive Director and the Engineer have signed a Work Authorization and the Engineer has received a Notice to Proceed as defined in the Work Authorization. Costs incurred by the Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization are not eligible for reimbursement. The Executive Director will issue Work Authorizations to authorize all work under this Contract. All work must be completed on or before the completion date specified in the Work Authorization.

B. Contents. Each Work Authorization shall include: (1) scope of Services including types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost-plus, unit cost, lump sum, or specified rate; and (5) a Work Authorization budget using fees set forth in Attachment E Fee, Schedule. The Engineer shall not include additional contract terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and the Contract, the terms and conditions of the Contract shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A Work Authorization budget shall be prepared by the Engineer and set forth in detail (1) the computation of the estimated cost of the work as described in the Work Authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization. The Mobility Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work Authorizations are issued at the sole discretion of the Executive Director. While it is the Executive Director's intent to issue Work Authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

E. Incorporation into Contract. Each Work Authorization shall be signed by both parties and become a part of the Contract. No Work Authorization will waive the Mobility Authority's or the Engineer's responsibilities and obligations established in this Contract. The Engineer shall promptly notify the Mobility Authority of any event that will affect completion of the Work Authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization executed within the period of performance specified in the Work Authorization. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the Supplemental Work Authorization. The Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by the Executive Director prior to expiration of the Work Authorization. Any Supplemental Work Authorization must be executed by both parties within the Contract Period established in Article 2 of the Contract.

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Executive Director. The Executive Director may, at his sole discretion, extend the Work Authorization period by execution of a Supplemental Work Authorization.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work Authorization budget for the Executive Director’s approval. The Engineer must allow adequate time for

the Executive Director to review, negotiate, and approve any request for a Supplemental Work Authorization prior to expiration of the Work Authorization.

G. Deliverables. Upon satisfactory completion of the Work Authorization, the Engineer shall submit a letter of completion along with the deliverables as specified in the executed Work Authorization to the Executive Director for review and acceptance.

ARTICLE 2. PROGRESS

A. Progress meetings. As required and detailed in the Work Authorizations or as otherwise directed by the Executive Director, the Engineer shall from time to time during the progress of the work confer with the Executive Director. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Executive Director in order to evaluate features of the work.

B. Conferences. At the request of the Executive Director and as required and detailed in the Work Authorizations, conferences shall be held at the Engineer's office, the office of the Mobility Authority, or at other locations designated by the Executive Director. These conferences may also include evaluation of the Engineer's Services and work when requested by the Executive Director.

C. Inspections. If federal funds are used to reimburse costs incurred under this Contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

D. Reports. The Engineer shall promptly advise the Executive Director in writing of events that have a significant impact upon the progress of a Work Authorization, including:

1. problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated, and any State or federal assistance needed to resolve the situation; and
2. favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Executive Director determine that the progress of work does not satisfy the work schedule or other deadlines set forth in a Work Authorization, the Executive Director shall review the work schedule with the Engineer to determine the nature of corrective action needed. The Executive Director’s participation in reviewing the work schedule and determining corrective actions needed will not, in any way, excuse the Engineer from any responsibility or costs associated with the failure to timely perform the Services.

ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Executive Director desire to suspend a Work Authorization but not terminate the Contract, the Executive Director may provide written notification to the Engineer, giving ten (10) business days prior notice. Both parties may waive the ten (10) business day notice requirement in writing.

B. Reinstatement. All or part of a Work Authorization may be reinstated and resumed in full force and effect within thirty (30) days of receipt of written notice from the Executive Director to resume the work. Both parties may waive the thirty-day notice in writing.

C. Contract Period Not Affected. If the Executive Director suspends a Work Authorization, the Contract Period as determined in Article 2 of the Contract is not affected and the Contract and the Work Authorization will terminate on the date specified unless the Contract is amended to authorize additional time.

D. Limitation of Liability. The Mobility Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Executive Director to begin work, during periods when work is suspended, or after the completion of the Contract or Work Authorization.

ARTICLE 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of a Work Authorization and constitutes additional work beyond the Services to be provided under the Work Authorization, it shall promptly notify the Executive Director and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

B. Supplemental Agreement. If the Executive Director finds that the work does constitute additional work, the Executive Director shall so advise the Engineer, and a written supplemental agreement will be executed as provided in General Provisions, Article 6, Supplemental Agreements.

C. Limitation of Liability. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

ARTICLE 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this Contract and Work Authorization(s) but the Executive Director requests changes to the completed work or parts thereof which involve changes to the original scope of Services or character of work under the Contract and Work Authorization(s), the Engineer shall make such revisions as requested and as directed by the Executive Director, provided the work is reflected in a Supplemental Work Authorization.

B. Work Does Not Comply with Contract. If the Engineer submits work that does not comply with the terms of this Contract or Work Authorization(s), the Executive Director shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with the Contract or Work Authorization(s). No additional compensation shall be paid for these revisions or re-work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Contract which are necessary to correct errors or omissions appearing therein, when required to do so by the Executive Director. No additional compensation shall be paid for this work.

ARTICLE 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Contract may be modified if the Executive Director determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. When to Execute. Both the Engineer and the Executive Director must execute a supplemental agreement within the Contract Period specified in Article 2 of the Contract.

ARTICLE 7. DATA OWNERSHIP

A. Work for Hire. All services provided under this Contract are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, models, animations, and other documents and files created or collected under the terms of this Contract are the property of the Mobility Authority.

B. Ownership of Plans. Notwithstanding any provision in this Contract or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Engineer, 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, are and at all times shall be and remain the property of the Mobility Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Mobility Authority. Engineer hereby assigns any and all rights and interests it may have in the foregoing to the Mobility Authority, and Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect rights and interests in the foregoing; and 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 Contract or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Engineer a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling Engineer's obligations under this Contract, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Contract or (b) the termination of this Contract, at which time the Engineer shall deliver to the Mobility Authority all such materials and documents. If the Engineer or a subconsultant desires later to use any of the data generated or obtained by it in connection with any Project or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Executive Director. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are

not developed for the Mobility Authority or for purposes of this Contract. Intellectual property developed, utilized, or modified in the performance of Services for which the Engineer is compensated under the terms of this Contract shall remain the property of the Mobility Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect such intellectual property. The Mobility Authority retains an unrestricted license for software packages developed in whole or in part with Mobility Authority funds.

C. Separate Assignment. If for any reason the agreement of the Mobility Authority and the Engineer set forth in subarticle 7.B regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Engineer hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Engineer may have or at any time acquire in said work product and other materials, without royalty, fee or additional consideration of any sort, and without regard to whether this Contract has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other work product provided by the Engineer to the Mobility Authority and resulting from the Services performed under this Contract are intended by the Engineer solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Engineer shall have no liability for the use by the Mobility Authority of any work product generated by the Engineer under this Contract on any Project other than for the specific purpose and Project for which the work product was prepared.

D. Disposition of Documents. All documents prepared by Engineer and all documents furnished to Engineer by the Mobility Authority shall be delivered to the Mobility Authority upon request. Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Mobility Authority under this Contract, but further use of the data is subject to permission by the Mobility Authority.

E. Release of Design Plan. The Engineer (1) will not release any roadway design plan created or collected under this Contract except to its subconsultants as necessary to complete the Contract; (2) shall include a provision in all subcontracts which acknowledges the Mobility Authority's ownership of the design plan and prohibits its use for any use other than the project identified in this Contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subconsultants, including costs, damages, or other liability resulting from improper use. Neither Engineer nor any subconsultant may charge a fee for any portion of the design plan created by the Mobility Authority."

ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Mobility Authority will comply with Government Code, Chapter 552, (the "Public Information Act") in the release of information produced under this Contract. The requirements of Subchapter J, of the Public Information Act, may apply to this Contract and the Engineer agrees that the Contract can be terminated if the Engineer knowingly or intentionally fails to comply with a requirement of that subchapter.

B. Confidentiality. The Engineer shall not disclose information obtained from the Mobility Authority under this Contract without the express written consent of the Executive Director. All employees of the Engineer and its subconsultants working on the Project may be required to sign a non-disclosure and confidentiality agreement.

C. Access to Information. The Engineer is required to make any information created or exchanged with the Mobility Authority pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Mobility Authority.

ARTICLE 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. Engineer Resources. The Engineer shall furnish and maintain an office for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under the Contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Contract, or it will be able to obtain such personnel from sources other than the Mobility Authority.

B. Removal of Employee. All employees of the Engineer assigned to this Contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Executive Director

may instruct the Engineer to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Executive Director, the work of that employee does not comply with the terms of this Contract or if the conduct of that employee becomes detrimental to the work; or for any other reason identified by the Executive Director.

C. Mobility Authority Approval of Replacement Personnel. The Engineer may not replace any Key Personnel, as designated in the applicable Work Authorization, without prior written approval of the Director of Engineering. If any Key Personnel cease to work on this Contract, the Engineer must notify the Director of Engineering in writing as soon as possible, but in any event within (3) three business days. The notification must give the reason for removal. The Engineer must receive written approval from the Director of Engineering of proposed replacement Key Personnel. The Director of Engineering's approval will be based upon the proposed replacement Key Personnel qualifications to provide the required Services. Approval will not be unreasonably withheld.

D. Liquidated Damages. The selection of Engineer to provide the Services under this Contract was based, in part, on the Key Personnel identified in Engineer's proposal. Because of the importance and unique nature of the Services to be provided by Key Personnel identified in Attachment C it is impractical to calculate the actual losses that would be suffered by the Mobility Authority by the loss of Key Personnel from the Contract. Therefore, the Engineer agrees to compensate the Mobility Authority for its losses by paying liquidated damages in the amount of $2,500 per day per Key Personnel position in Attachment C if any Key Personnel is removed by the Engineer by reassignment without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Personnel in Attachment C from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Personnel are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this Contract states to the contrary, and as provided in subarticle 7.B, the Mobility Authority shall own all intellectual property acquired or developed under this Contract and all equipment purchased by the Engineer or its subconsultants under this Contract. All intellectual property and equipment owned by the Mobility Authority shall be delivered to the Director of Engineering when the Contract terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first. In the event that a capital item is purchased for the sole use of the Mobility Authority, title shall pass or transfer to the Mobility Authority upon acquisition and prior to any use of the item by the Engineer.

ARTICLE 10. SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract, or transfer any portion of Services related to the work under this Contract unless specified in an executed Work Authorization or otherwise without first obtaining the prior written approval from the Executive Director. Request for approval should include a written description of the proposed services, and proposed rates .

B. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law.

C. Invoice Approval and Processing. All subconsultants shall prepare and submit their invoices on the same billing cycle and format as the Engineer (so as to be included in invoices submitted by the Engineer).

D. Engineer Responsibilities. No subcontract shall relieve the Engineer of any of its responsibilities under this Contract and of any liability for work performed under this Contract, even if performed by a subconsultant or other third party performing work for or on behalf of the Engineer.

ARTICLE 11. INSPECTION OF WORK

A. Review Rights. Under this Contract, the Mobility Authority, TxDOT, and the U.S. Department of Transportation, and any authorized representative of the Mobility Authority, TxDOT, or the U.S. Department of Transportation, shall have the right at all reasonable times to inspect, review or otherwise evaluate the work

performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subconsultant under this Article, the Engineer shall provide and require its subconsultants to provide all reasonable facilities and assistance for the safety and convenience of the persons performing the review in the performance of their duties.

ARTICLE 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Director of Engineering before a final report is issued. The Director of Engineering's comments on the Engineer's preliminary report must be addressed in the final report. Draft reports shall be considered confidential unless otherwise indicated by the Director of Engineering.

ARTICLE 13. VIOLATION OF CONTRACT TERMS

A. Increased Costs. Violation of Contract terms, breach of Contract, or default by the Engineer shall be grounds for termination of the Contract, and any increased or additional cost incurred by the Mobility Authority arising from the Engineer's default, breach of Contract or violation of Contract terms shall be paid by the Engineer.

B. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any default, and all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 14. TERMINATION

A. Causes. The Contract may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Executive Director by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 20, Gratuities.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure.
4. By the Executive Director for his convenience and in his sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer.
5. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Executive Director terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Executive Director shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Executive Director terminate this Contract under subarticles 14.A.3 & 4, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days.

C. Value of Completed Work. If the Engineer defaults in the performance of this Contract or if the Executive Director terminates this Contract for fault on the part of the Engineer, the Executive Director will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in the applicable Work Authorization) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Mobility Authority; (4) the cost to the Mobility Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; (6) delays in opening a revenue-generating Project and costs (including lost revenues) resulting therefrom; and (7) other factors which affect the value to the Mobility Authority of the work performed.

D. Excusable Delays. Except with respect to defaults of subconsultants, the Engineer shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

E. Surviving Requirements. The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the Engineer under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract Period, including without limitation the provisions of Article 16.

F. Payment of Additional Costs. If termination of this Contract is due to the failure of the Engineer to fulfill its Contract obligations, the Mobility Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Mobility Authority for any additional cost to the Mobility Authority.

ARTICLE 15. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, 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 Engineer shall comply with all applicable Authority policies and procedures as outlined in the Mobility Authority Policy Code handbook available on the Authority's website (https://www.mobilityauthority.com/about/policy-disclaimers/code). When required, the Engineer shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 16. INDEMNIFICATION

A. Indemnification. THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONSULTANTS WHICH, FOR THE PURPOSES OF THIS CONTRACT, SHALL INCLUDE THE MOBILITY AUTHORITY'S GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS CONTRACT OR ACTIONS RESULTING IN CLAIMS AGAINST THE INDEMNIFIED PARTIES. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES AND THE INDEMNIFIED PARTIES FROM ANY AND ALL REASONABLE AND NECESSARY 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 AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES AND/OR ANY OF THE INDEMNIFIED PARTIES, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES AND/OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS OR TO THEIR CONDUCT.

ARTICLE 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall have total responsibility for the accuracy and completeness of all work prepared and completed under this Contract and shall check all such material accordingly. The Engineer shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation.

B. Errors and Omissions. The Mobility Authority and Engineer will address errors and omissions as follows:

1. The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors and omissions will be determined by the Executive Director.
2. A problem resulting from an error and omission may be identified during any phase of project development. The Engineer will be responsible for errors and omissions before, during, and after construction of a Project, as well as before and after Contract termination.

3. The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.
4. When an apparent error and omission is identified in work provided by the Engineer, the Executive Director will notify the Engineer of the problem and involve the Engineer in efforts to resolve it and determine the most effective solution, provided that the Executive Director shall ultimately determine the solution that is chosen.
5. Errors and omissions identified prior to Project construction will be corrected at the Engineer's expense with no additional cost to the Mobility Authority.
6. During and after construction, errors and omissions can potentially result in significant additional costs to the Mobility Authority that they would not have incurred if the construction plans had been correct. The resulting additional costs are considered damages that the Mobility Authority will collect from the Engineer, including through offset to amounts owed to the Engineer.
7. After a Project is constructed and is in use, there is a possibility of a Contractor claim that may involve a previous error and omission by the Engineer identified during construction; it is also possible the Engineer could be responsible for some or all of the cost of the Contractor claim. If there is a possibility of Engineer responsibility, upon notice of the Contractor claim, the Executive Director must notify the Engineer of the situation and provide the Engineer the opportunity to contribute any information to the Executive Director that may be useful in addressing the Contractor claim. The Engineer will not be involved in any discussions or negotiations with the Contractor during the claims process. Upon settlement of all previous claims with the Contractor, if additional costs are identified, the Executive Director should consider the same factors as during construction in determining the Engineer's level of responsibility.
8. The additional costs which are considered damages to the Mobility Authority and are to be recovered should represent actual cost to the Mobility Authority.
9. The Executive Director will not accept in-kind services from the Engineer as payment for additional costs owed.
10. The Engineer is responsible for promptly correcting errors and omissions without compensation. In the situation of a dispute concerning whether or not the work is compensable, the Engineer shall not delay the work.
11. A letter will be transmitted by the Executive Director formally notifying the Engineer of payment required for the error and omission and will indicate the Engineer's apparent liability for the identified additional costs. The letter will include an outline of the errors and omissions, along with the additional costs, and references to any previous points of coordination and preliminary agreements. Within 30 calendar days of the date of the letter, a response is required from the Engineer with: (a) payment, (b) a request for a meeting, or (c) a request for the Executive Director to reconsider whether the Executive Director should pursue reimbursement for the identified error and omission. If a response or payment is not received from the Engineer, the Mobility Authority may pursue legal action against the Engineer, in addition to offset of payments to the Engineer, claims against insurance and other remedies available under the Contract.
12. It is the Executive Director's responsibility to identify errors and omissions and fairly evaluate the responsibility for additional cost when applicable. It is the responsibility of the Mobility Authority staff to ensure that the Mobility Authority's business practices are professional, fair, equitable, and reasonable.

C. Professionalism. The Engineer shall perform the services it provides under the Contract: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

D. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Mobility Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers and Land Surveyors.

E. Resealing of Documents. Once the work has been sealed and accepted by the Director of Engineering, the Mobility Authority, as the owner, will notify the party to this Contract, in writing, of the possibility that a Mobility Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions

or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

ARTICLE 18. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract and that it has not paid or agreed to pay any company or Engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

B. Liability. For breach or violation of this warranty, the Mobility Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 19. INSURANCE

The Engineer shall furnish the Mobility Authority a properly completed Certificate of Insurance approved by the Executive Director prior to beginning work under the Contract and shall maintain such insurance through the Contract Period. The Engineer shall provide proof of insurance (and the Professional Liability Insurance discussed herein) in a form reasonably acceptable by the Executive Director. The Engineer certifies that it has and will maintain insurance coverages as follows:

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. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

B. Comprehensive General Liability Insurance. With limits not less than $1,000,000 for bodily injury, including those resulting in death, and $1,000,000 for property damage on account of any one occurrence, with an aggregate limit of $1,000,000.

C. Comprehensive 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 $1,000,000 on account on any one occurrence, and $1,000,000 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 Engineer's obligations under this Contract.

D. Excess Liability Insurance. In an amount of $5,000,000 per occurrence and aggregate.

E. Valuable Papers Insurance. In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the Services provided under this Contract in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

F. Architects and/or Engineers Professional Liability insurance. Engineer shall provide and maintain professional liability coverage, with limits not less than $5,000,000 per claim and $5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the Project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subconsultants (including, but not limited to design subconsultants and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the Engineer's completion of the Services. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

G. General for All Insurance. The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director 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.
All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 19.A. through D.,

above, by A. M. Best Company as “A-X” or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 19.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 Executive Director.
All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 19.B., C., and D., above, shall name the Mobility Authority as additional insured and shall protect the Authority, its officers, employees, and 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 acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the Contractual liability assumed in Article 16, above, is included.

The insurance carrier shall include in each of the insurance policies required under subarticles 19.A. through F., the following statement: “This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director”

H. Subconsultant. The Engineer shall be liable for work performed by the subconsultant and Engineer’s insurance shall cover the work, actions, errors and omissions of the subconsultant.

ARTICLE 20. GRATUITIES

A. Employees Not to Benefit. Mobility Authority policy mandates that the director, employee or agent of the Mobility Authority shall not accept any gift, favor, or service that might reasonably tend to influence the director, employee or agent in making of procurement decisions. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Mobility Authority.

B. Liability. Any person doing business with or who reasonably speaking may do business with the Mobility Authority under this Contract may not make any offer of benefits, gifts or favors to Mobility Authority employees, except as mentioned above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Contract.

ARTICLE 21. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and Services provided (hereinafter called the Records). The Engineer shall make the Records available at its office during the Contract Period and for four (4) years from the date of final payment under this Contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Mobility Authority shall have the exclusive right to examine the books and records of the Engineer for the purpose of checking the amount of work performed by the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the Contract Period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, TxDOT, FHWA, the United States Department of Transportation Office of Inspector General, and the Comptroller General shall have access to any and all books, documents, papers and records of the Engineer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 22. CERTIFICATE OF INTERESTED PARTIES

If applicable, the Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website: https://www.ethics.state.tx.us/.

ARTICLE 23. CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations: The Engineer shall comply with the Acts and Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

B. Nondiscrimination: The Engineer, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this Contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports: The Engineer will provide all information and reports required by the Acts and Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Mobility Authority or the FHWA to be pertinent to ascertain compliance with such Acts and Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer will so certify to the Mobility Authority or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the Nondiscrimination provisions of this Contract, the Mobility Authority will impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Engineer under the Contract until the Engineer complies and/or
(2) cancelling, terminating, or suspending of the Contract, in whole or in part.

F. Incorporation of Provisions: The Engineer will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The Engineer will take such action with respect to any subcontract or procurement as the Mobility Authority, TxDOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Engineer may request the Mobility Authority to enter into such litigation to protect the interests of the Mobility Authority.

ARTICLE 24. PATENT RIGHTS

The Mobility Authority shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Contract.

ARTICLE 25. COMPUTER GRAPHICS FILES

The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Mobility Authority to be applicable to this Contract.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the state for attorney's fees, the cost necessary to complete the Contract, including the cost of advertising and awarding a second Contract, and any other damages provided by law or the Contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. DISPUTES

A. Disputes Not Related to Contract Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. The Executive Director of the Mobility Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, and his decision upon all claims, questions and disputes shall be final. The Engineer shall comply with the decision of the Executive Director with regard to the resolution of any such disputes.

ARTICLE 28. SUCCESSORS AND ASSIGNS

The Engineer and the Mobility Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. The Engineer shall not assign, subcontract or transfer its interest in this Contract without the prior written consent of the Executive Director.

ARTICLE 29. SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 30. PRIOR CONTRACTS SUPERSEDED

This Contract, including all attachments, constitutes the sole agreement of the parties hereto for the Services authorized herein and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter defined herein.

ARTICLE 31. CONFLICT OF INTEREST

A. Representation by Engineer.

The Engineer represents that it has no conflict of interest that would in any way interfere with its or its employees' performance of Services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority and certifies that it is in full compliance with the Mobility Authority's Policy Code related to Conflicts of Interest. The Engineer shall prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code;
2. a public relations firm; or
3. a government consultant.

C. Environmental Disclosure. If the Engineer will prepare an environmental study under this Contract, the Engineer certifies by executing this Contract that it has no financial or other interest in the outcome of the Project on which the environmental study is prepared.

D. Engineering Services for the Construction Contractor. Specific to the Project for which the Services are being provided under this Contract, the Engineer shall not provide services directly to the contractor responsible for constructing the Project unless approved by the Executive Director.

ARTICLE 32. AUDIT REQUIREMENTS
The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

ARTICLE 33. DEBARMENT CERTIFICATIONS
The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Contract, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Contract shall require any party to a subcontract or purchase order awarded under this Contract to certify its eligibility to receive Federal funds and, when requested by the Executive Director, to furnish a copy of the certification.

ARTICLE 34. PERTINENT NON-DISCRIMINATION AUTHORITIES
During the performance of this Contract, the Engineer, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 35. BOYCOTT ISRAEL

The Contractor represents and warrants that (1) it does not, and shall not for the duration of this Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Contract.

ARTICLE 36. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

The Engineer verifies that:

1. It does not, and will not for the duration of this Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or
2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract.

If circumstances relevant to this provision change during the course of this Contract, Engineer shall promptly notify the Executive Director.

ARTICLE 37. ENERGY COMPANY BOYCOTT

The Engineer verifies that:

1. It does not, and will not for the duration of the Contract, boycott energy companies; or
2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract.

If circumstances relevant to this provision change during the course of this Contract, the Engineer shall promptly notify the Executive Director.

ARTICLE 38. ABBREVIATIONS AND DEFINITIONS

Acts and Regulations	Federal, state, and local acts and regulations which are applicable to the Contract
Agreement	This Contract
Mobility Authority	The Central Texas Regional Mobility Authority
Business Days	Any day the Mobility Authority is open for business
CFR	Code of Federal Regulations
Contract	This Contract document and its attachments
Days	Calendar days
Engineer	The service provider performing the services under this Contract
Executive Director	The Executive Director of the Mobility Authority, or anyone to whom he has delegated the authority to act on his behalf
FAR	Federal Acquisition Regulations
FHWA	Federal Highway Administration
OMB	Office of Management and Budget

Project	Any capital improvement, rehabilitation, repair, maintenance, or other work in conjunction with the Authority's or a partner's facilities.
PS&E	Plans, specifications, and estimate
Services	Any work assigned under this Contract
TxDOT	Texas Department of Transportation
USDOT	United States Department of Transportation
Work Authorization	Any work authorization arising from this Contract
Year	When not otherwise clarified, "year" refers to a 12-month period

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY
RM 1431 / 183A Intersection Improvements Professional Services

The Authority shall perform and provide the following in a timely manner so as not to delay the Services to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Designate in writing a person to act as the Authority's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Authority's decisions with respect to the Services to be provided by the Engineer.
3. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
4. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables.
5. Maintain the Project's website and other public involvement materials.
6. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the project.
7. Either provide directly, or have its designated General Engineering Consultant ("GEC") provide general oversight services of the Engineer.
8. Place at Engineer's disposal all reasonably available information pertinent to the Project.
9. Provide assistance in coordinating with Corps of Engineers, FEMA, TCEQ, City of Cedar Park, and TxDOT for any approvals and permits required.
10. Address problems regarding any refusal to grant right of entry (ROE) or communication with landowners who are hostile with respect to the completion of this scope of services.
11. Records available that would assist in the completion of the environmental services.
12. Submittal of documentation to regulatory agencies for review and comment when specified.
13. Review and approval of typical roadway and bridge cross sections created by the Engineer.
14. Approval of pavement design to be used for cost estimation purposes.
15. Available horizontal control points, benchmark elevations and descriptions for vertical control in the project area.

16. Available interface data for 183A Phases I & II adjacent to the project corridor.
17. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
18. Examples of acceptable format for the deliverables required by the work authorizations.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
RM 1431 / 183A Intersection Improvements Professional Services

The Design Consultant Engineer ("Engineer"), shall be responsible for the work described in this Scope of Services ("Services") for the RM 1431 Intersection Improvement Project ("Project"). The Engineer will coordinate with Mobility Authority Staff and their General Engineering Consultant ("GEC"), herein referred to as the "Mobility Authority".

The Engineer will work at the direction and supervision of the Mobility Authority to provide the Services. The Mobility Authority expects the Engineer to work cooperatively and collaboratively through all aspects and phases of environmental studies, preliminary design, and in its dealings with TxDOT, subcontractors, engineers, legal counsel, consultants, governmental entities, utilities, businesses, property owners, and the general public.

The Engineer will report to the Mobility Authority's Project Manager, the GEC's Project Manager and staff, and keep them informed of the design progress, especially issues that would affect the project schedule and delivery. The Engineer shall be available for weekly progress meetings with the Mobility Authority, if scheduled. The Engineer will also be responsible for coordinating with all other members of their project team to verify that all deliverables meet the established schedule and quality requirements.

The Engineer will be expected to deliver a TxDOT-approved Schematic Design, a NEPA Environmental Document and environmental finding. This contract is for Preliminary Engineering only (Schematic Design, NEPA Environmental Document. The final set of construction plans and bid documents suitable for construction bidding, and Construction Phase Services shall be part of a future contract. The Mobility Authority is leading the oversight for design and construction for the Project, but the Project will be fully coordinated with TxDOT and will be required to meet all standard requirements for a TxDOT project including: TxDOT Roadway Design Manual (11/2024 edition), TxDOT Project Development Process Manual (11/2024 edition), AASHTO Policy on Geometric Design of Highways and Streets (7th edition, 2018), TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges (9/2024 edition), Texas Manual on Uniform Traffic Control (TMUTCD – 2025 edition), Highway Capacity Manual - Transportation Research Board (7th Edition, 1/2022), TxDOT Hydraulic Design Manual, TxDOT Access Management Manual (9/2019 edition), Public Right-of-Way Accessibility Guidelines (PROWAG, 8/2023 edition), and the AASHTO Guide for the Development of Bicycle Facilities (5th edition, 12/2024), and the City of Cedar Park's Transportation Criteria Manual (2/2026 edition).

The project location is more specifically defined as the RM 1431 intersection with 183A and the proposed scope includes the construction of intersection improvements. Additional right of way (ROW) is anticipated to be needed for the proposed improvements. The desired outcome is an innovative, high-capacity intersection with minimal right-of-way impacts. This Project shall be developed in compliance with applicable state regulations and design standards.

The Engineer shall coordinate with the Mobility Authority prior to a particular task being started

and will not begin any work until Notice to Proceed has been issued.

Scheduling of activities below will conform to the Project milestones established by the Mobility Authority.

The Engineer will coordinate with both the Mobility Authority and their GEC. It is understood that all references herein to responsibilities of or actions by the Mobility Authority will be led or supported by the GEC. The Engineer shall work cooperatively and collaboratively throughout all aspects and phases of project development and in its dealings with the Mobility Authority, GEC, TxDOT, toll system integrators, engineers, legal counsel, accountants, consultants, government entities, utilities, property owners, and the general public.

The Engineer shall coordinate with the Mobility Authority's Communications and public involvement team, as required, in the Mobility Authority's dealings with the general public, adjacent property owners, and interested advocacy groups.

The Engineer shall receive all Data Collection and background information files relevant to the RM 1431 at 183A intersection and obtained / developed as part of the 183A Added Capacity Project (ACP) from the Mobility Authority or the GEC. This shall include all Survey, Aerial Mapping, Horizontal and Vertical Control, Geotechnical Investigation Data and Reports, Subsurface Utility Engineering and Utility Coordination data, Environmental Data and Reports, Environmental Data, Traffic Data and Reports, Geometric Design data and Reports.

1. PRELIMINARY ENGINEERING

1.1. PROJECT MANAGEMENT AND ADMINISTRATION

1.1.1. GENERAL

1.1.1.1. The Engineer shall be responsible for, direct, and coordinate all activities associated with the project to comply with Mobility Authority policies and procedures, and to deliver that work on time. The Engineer shall coordinate all subconsultant activity including quality of and consistency of work and administration of the invoices and monthly progress reports. The Engineer shall coordinate via the GEC with the City of Cedar Park and TxDOT.

1.1.2. TASKS

1.1.2.1. Prepare monthly written progress reports (12 anticipated), based on an anticipated 12 month schedule for Preliminary Engineering activities.

1.1.2.2. Provide bi-weekly coordination updates on the project for the Mobility Authority, TxDOT, and other interested parties.

1.1.2.3. Escalate any major project issues to the Mobility Authority.

1.1.2.4. Copy the Mobility Authority's Project Manager (PM) on all internal and external correspondence

1.1.2.5. Develop and maintain a detailed project schedule to track project conformance to schedule, for each work authorization.

1.1.2.6. Meet on a scheduled (anticipated monthly) basis with the Mobility Authority and partner agencies to review and coordinate project progress. 12 monthly meetings are assumed with the Project Manager up to 2 task leaders from The Engineer.

1.1.2.7. Prepare, distribute, and file both written and electronic correspondence.

1.1.2.8. Prepare and distribute meeting agendas and minutes.

1.1.2.9. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

1.1.2.10. The Engineer shall also support up to three external Stakeholder meetings along with the Mobility Authority, City, and TxDOT to provide updates and get concurrence at project milestones with key Stakeholders.

DELIVERABLES

i. Monthly written Progress Reports (Anticipate 12)

ii. Monthly Update Reviews and preview of upcoming month (Anticipate 12)

iii. Detailed Work Schedule for approval by the Mobility Authority (Initial and monthly updates: anticipate 12 total)

iv. Project Meeting minutes

v. Written and electronic correspondence and other work-related communication documentation

vi. Phone and Conference call log and other related documentation

vii. Draft and Final External Stakeholder Meeting materials (Agenda, PowerPoint, meeting notes preparation) for up to 3 meetings

1.2. DATA COLLECTION

1.2.1. General

1.2.1.1. The Engineer shall collect existing data as necessary to complete the conceptual and schematic design. Data shall include the following information:

1.2.1.1.1. Adopted land use maps and plans as available.

1.2.1.1.2. Previously prepared Feasibility Studies

1.2.1.1.3. Updates to existing and future design year traffic data.

1.2.1.1.4. Aerial photos, planimetric mapping, and DTM from public sources or adjacent projects.

1.2.1.1.5. Environmental Data.

1.2.1.1.6. Previously prepared drainage studies.

1.2.1.1.7. Available planimetric and topographic data

1.2.1.1.8. Federal Emergency Management Agency (FEMA) Flood Boundary Maps and Flood Insurance Studies and Models.

1.2.2. SURVEY

1.2.2.1. **ROW Survey**

1.2.2.1.1. The Surveyor shall research Williamson County Appraisal district records and obtain owner information for the properties within the proposed corridor. The Surveyor shall prepare a spreadsheet of current ownership adjacent to the existing ROW to obtain Right of Entry (ROE), if necessary. The Surveyor will send out ROE letters (approved by the Client) prior to accessing private properties. For non-responsive landowners, letters will be sent via certified mail and/or hand delivered. If still no response, a copy of the letter will be left at the front door or gate. Signed ROE letters are documented in the ownership table with specific conditions/notes provided. It is assumed that up to 25 parcels along the RM 1431 and 183A corridors shall may require ROE for survey.

1.2.2.1.2. The Surveyor shall obtain vesting adjoiner deeds, plats, TxDOT ROW deeds found of record and record easements within and crossing the ROW and provide an abstract base map in a 2 dimensional (2d) dgn format of adjoining private or public ownership to include reference information, record ROW lines, record deed property lines, record deed acreage and any known easements crossing or adjacent to the ROW.

The abstract map shall show the provided planimetrics file obtained from the design aerial Lidar.

1.2.2.1.3. Surveyor shall perform a survey of the existing Project limits at the intersection of 183A and RM 1431 and show adjoining public easements listed/shown on record subdivision plats & adjoiner deeds. ROW determination shall be based on a best fit analysis of ROW and front corner monuments.

1.2.2.1.4. The existing ROW survey shall not require a boundary survey of the properties adjacent to the existing ROW at this time. Boundary Survey and preparation of metes and bounds for ROW acquisition may be performed in a future phase of surveying services and are not included as part of this phase of work.

1.2.2.1.5. The existing ROW survey shall not require setting missing monumentation of the existing ROW. Monumentation may be performed in a future phase of surveying services.

1.2.2.1.6. The Surveyor shall provide a dgn of the existing ROW within the project limits. The map will show existing centerline/baseline with stationing and show all found property markers and calculated points along the existing ROW lines.

1.2.2.2. **Field Survey**

1.2.2.2.1. As necessary, to supplement survey gathered for the 183A ACP project, provide a supplemental ground survey of obscure areas, drainage structures, manholes, pipe sizes and flow lines with inverts outside of the pavement and bridge structures within the limits of the Project.

1.2.2.2.2. DGN, DTM & TIN FILES

1.2.2.2.2.1. The Engineer's Surveyor shall prepare DGN and DTM files covering the specific work location, meeting standards and specifications as required.

1.2.2.2.2.2. Map Accuracy Standard

1.2.2.2.2.2.1. Aerial mapping must meet or exceed the requirements for ASPRS Class 1 standard for 1" = 40' scale mapping with a one-foot contour interval.

1.2.2.2.2.2.2. Field verification of adherence to the required accuracy specification is at the discretion of the Mobility Authority.

1.2.2.2.2.3. Statement of Map Accuracy

1.2.2.2.2.3.1. For maps that are not field checked but have been compiled to meet the Mobility Authority's accuracy standard, the Engineer's Surveyor shall include the following statement along with the Photogrammetrist's seal on the delivered hard copy and digital versions of the map:

1.2.2.2.2.3.1.1. "This map was compiled to meet the ASPRS Standard for Class 1 map accuracy."

1.2.2.2.2.3.2. If the map was checked and found to conform to this spatial accuracy standard, the statement above and the following statement must also be included on the delivered hard copy and digital versions of the map, and in the field check summary:

1.2.2.2.2.3.2.1. "This map was checked and found to conform to the ASPRS Standard for Class 1 map accuracy."

1.2.2.3. **Horizontal and Vertical Control for Aerial Mapping (OMIT)**

DELIVERABLES

i. DGN and DTM files in a MicroStation or OpenRoads format.

ii. Adopted land use maps and plans as available.

iii. Federal Emergency Management Agency (FEMA) Flood Boundary Maps and Flood Insurance Studies and Models.

1.2.3. GEOTECHNICAL INVESTIGATION

1.2.3.1. General Requirements

1.2.3.1.1. Perform geotechnical investigations and testing for preliminary pavement design according to TxDOT's Geotechnical Manual (April 2024 edition) and TxDOT's Pavement Design Manual (June 2021 edition). Borings and testing for the design of sign structure and culvert foundations shall be part of a future work authorization and are not included in this scope of work. All proposed boring locations shall be identified by the Engineer and shown on a boring layout and reviewed and approved by the Mobility Authority prior to performing geotechnical investigations.

1.2.3.1.2. The Engineer shall be responsible for locating existing underground and overhead utilities prior to drilling borings by using Texas811 or a similar locator service.

1.2.3.1.3. Provide a traffic control plan in accordance with TxDOT Standards for all work to be performed adjacent to traffic.

1.2.3.1.4. Record GPS coordinates of each bore hole using hand-held GPS unit . Bore hole GPS coordinates will be provided to the survey team, who will provide ground elevations and coordinates in order to place the boring locations in the plans.

1.2.3.1.5. Perform four (4) borings with pavement cores and four (4) pavement cores along RM 1431 for pavement design, with four west and four east of 183A. Terminate borings upon encountering limestone. Backfill borings per TxDOT Geotechnical Manual requirements. All borings must be backfilled or plugged on the same day of the drilling operations.

1.2.3.2. **Pavement Design**

1.2.3.2.1. Pavement design work shall be done in accordance with the TxDOT Pavement Manual. The pavement design will be limited to RM 1431 pavement sections between Discovery Blvd and C-Bar Ranch Trail.

1.2.3.2.2. Review the Pavement Design Reports from previous TxDOT's US 183 frontage road project and the Mobility Authority's 183A Phase I project.

1.2.3.2.3. The Engineer shall perform an evaluation of the existing RM 1431 and 183A frontage road pavement sections, including Falling Weight Deflectometer (FWD) Testing, Dynamic Cone Penetrometer (DCP) Testing (to be provided by the Engineer). It is assumed that if Ground Penetrating Radar (GPR) is required by TxDOT, it will be provided by TxDOT. The pavement design is to verify that the existing sections are adequate for the project. A pavement design memo and summary of findings will be incorporated into the project geotechnical report.

1.2.3.2.4. The pavement design shall include sections for temporary detour pavement (if any) used during construction

1.2.3.3. **Geotechnical Report**

1.2.3.3.1. The Engineer will prepare a draft geotechnical report that will present recommendations for the pavement design:

1.2.3.3.1.1. Site vicinity and geology map.

1.2.3.3.1.2. Generalized subsurface conditions, as well as groundwater conditions encountered during drilling operations.

1.2.3.3.1.3. Engineering and construction considerations, structural fill requirements and earthwork recommendations.

1.2.3.3.1.4. Boring logs in English units, laboratory test results, results of FWD and DCP testing, and plan of borings with station and offset and top of hole elevations.

1.2.3.3.1.5. Existing boring logs performed by others will be presented in the appendix to supplement the new borings for pavement design. The intent is to have one report for the limits of this Project. The Engineer assumes no liability for the accuracy of borings performed by others.

1.2.3.3.2. Geophysical study results will be included with the draft geotechnical report, if available.

DELIVERABLES

i. Submit the Draft and Final geotechnical reports for review and comment to the Mobility Authority in *.pdf and hard copy formats. One draft copy of the geotechnical report shall also be kept on file with the Engineer for future reference.

ii. Boring Logs

1.2.4. SUBSURFACE UTILITY ENGINEERING

1.2.4.1. **Subsurface Utility Engineering**

1.2.4.1.1. Utility Engineer Investigation (Subsurface Utility Engineering) includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-138-02 (https://www.fhwa.dot.gov/programadmin/asce.cfm)] and Utility Quality Levels.

1.2.4.1.2. The Engineer shall complete a Quality Level B Subsurface Utility Engineering (SUE) investigation with the existing and proposed ROW along 183A and RM 1431. This is anticipated to be ~1,500 to the west and east of the RM 1431 and 183A intersection, up to but not including the intersections of RM 1431 at Discovery Blvd. (west) and C-Bar Ranch (east). An estimated 25,000 linear feet (LF) of QLB SUE and an estimated 10 test holes of QLA SUE has been included in the scope of work.

1.2.4.2. **Utility Quality Levels**

1.2.4.2.1. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

1.2.4.2.2. Quality Level D Existing Records: Utilities are plotted from review of available existing records.

1.2.4.2.3. Quality Level C - Surface Visible Feature Survey: Quality Level D information from existing records is correlated with surveyed surface visible features. It includes Quality Level D information.

1.2.4.2.4. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. It incorporates Quality Levels C and D information to produce Quality Level B.

1.2.4.2.5. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. It incorporates Quality Levels B, C and D information to produce Quality Level A.

1.2.4.3. **Designate (Quality Level B)**

1.2.4.3.1. Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D.

1.2.4.3.2. As requested by the Mobility Authority, compile and confirm "as-built" information from plans, and other location data as provided by the utility owners. It is assumed that in addition to City of Cedar Park Water and Wastewater lines, 7 existing Utility Owners are anticipated.

1.2.4.3.3. Designate, record, and mark the horizontal location of all existing utility facilities and their service laterals to proposed ROW using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the Mobility Authority. A non-water base paint, utilizing the APWA color code scheme, shall be used on all surface markings of underground utilities.

1.2.4.3.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, shall be prepared and delivered to the Mobility Authority. It is understood by both the Engineer and the Mobility Authority that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation in critical locations (up to 10). A note will be

placed on the quality level B deliverable that states "lines sizes are from best available records".

1.2.4.3.5. Determine and inform the Mobility Authority of the approximate utility depths at critical locations as determined by the Mobility Authority. This depth indication is understood by both the Engineer and the Mobility Authority to be approximate only and is not intended to be used preparing the right of way and construction plans.

1.2.4.3.6. Provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.

1.2.4.3.7. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

1.2.4.3.8. This information will be provided in the latest version of AutoCAD or MicroStation, as requested by the Mobility Authority. The electronic file will be delivered on CD, DVD or Newforma File Transfer as requested by the Mobility Authority.

1.2.4.3.9. A hard copy of the quality level B information will be provided in 11" x 17" format and will be signed, sealed and dated by the Engineer.

1.2.4.4. Subsurface Utility Locate (Test Hole) Service (Quality Level A) – **CONTINGENCY. Refer to Section 1.6.1.1**

1.2.4.5. Excavation for Test Holes **– CONTINGENCY. Refer to Section 1.6.1.2**

1.2.4.6. Utility Adjustment Coordination

1.2.4.6.1. Utility adjustment coordination shall be performed by the Mobility Authority. The Engineer shall support the Mobility Authority with the utility adjustment coordination work.

1.2.4.6.2. Assist the Mobility Authority with the preparation of Project notifications to identified utility owners, including providing current design plans.

1.2.4.6.3. Assist the Mobility Authority with the preparation for and attend a kick-off meeting with identified utility owners potentially affected within the Project corridor.

1.2.4.6.4. Assist the Mobility Authority with the preparation for and attend individual utility coordination meetings with utility owners affected along the Project corridor. It is anticipated that 5 utility owner coordination meetings will be required.

1.2.4.6.5. Assist the Mobility Authority with identifying utility conflicts. Prepare a Utility Conflict Matrix and track resolution of potential conflicts. An updated Utility Conflict Matrix shall be submitted with milestone submittal packages.

1.2.4.6.6. Assist the Mobility Authority with evaluation of relocation alternatives.

1.2.4.7. **Utility Agreements for Utility Adjustments**

1.2.4.7.1. Utility Agreements for Utility Adjustments shall be performed by the Mobility Authority. The Engineer shall support the Mobility Authority in the development of utility agreements for utility adjustments.

1.2.4.7.2. Assist the Mobility Authority with the development of any utility agreements required as part of this Project (10 anticipated).

1.2.4.8. **General Requirements**

1.2.4.8.1. To the extent possible and in accordance with standards of care and quality as defined by ASCE C-I 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, The Engineer shall determine the location of known existing utilities as well as ITS and toll infrastructure within the Project area, as described above, using Quality Level B standards. The Engineer shall compile "As-Built" information from plans, plats and other location data as provided by utility owners. A color-coded composite utility facility plan with utility owner names, quality levels and line sizes will be prepared and delivered to the GEC. It is understood by both the Engineer and the GEC that the line sizes of utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. All above ground appurtenance locations must be included in the deliverable to the GEC. This information will be provided in the latest version of MicroStation or OpenRoads used by the Mobility Authority. The electronic file will be delivered on CD. A hard copy is required and must be signed, sealed and dated by the Engineer.

1.2.4.8.2. In coordination with the GEC, the Engineer shall attend utility meetings with utility owners and other interested parties or agencies that are identified to be within the proposed Project's area. The purpose of these meetings is to verify that all utility owners and area entities are aware of the scope and relevant details of the proposed Project. The

Engineer shall be responsible for writing and documenting the meeting minutes and other follow-up work with utility owners, if necessary.

1.2.4.8.3. The Engineer shall coordinate with the GEC and utility companies attending meetings at the Draft and Final Geometric Schematic submittals. The Engineer shall discuss potential conflicts and mitigation strategies to avoid utility conflicts.

1.2.4.8.4. The Engineer shall incorporate existing utility survey and SUE work into the preliminary design for presentation at utility coordination meetings.

1.3. ENVIRONMENTAL STUDIES

1.3.1. ENVIRONMENTAL DATA COLLECTION

1.3.1.1. The Engineer shall review previously collected environmental data including previous reports prepared for the 183A corridor. This effort will include the following:

1.3.1.1.1. Review of past study data.

1.3.1.1.2. Conduct field visit survey.

1.3.1.1.3. Update area secondary source environmental data provided by TxDOT, the Mobility Authority, and City of Cedar Park including land use, developed areas, property lines, floodplains, wetlands, utilities, oil and gas wells, and other features that could influence the development of route concepts.

1.3.1.1.4. Update the area aerial map provided by the Mobility Authority to depict relevant secondary source data.

1.3.1.1.5. Prepare an environmental features map depicting the study area and environmental features that could influence the development of improvement concepts.

1.3.1.1.6. The Engineer shall provide right-of-entry (ROE) and coordination with landowners prior to proposed survey investigations. ROE is desired to cover all types of field work - Geotech, Environmental, SUE/UC, ROW Evaluation. These ROE letters will be sent and tracked by The Engineer's Surveyor.

1.3.2. ENVIRONMENTAL DOCUMENTATION

Environmental documentation shall be based upon feedback from TxDOT on the level of Environmental Study and documentation that will be required. Each environmental service provided by the Engineer shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and

shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the Mobility Authority and (where applicable) by agencies with regulatory oversight. Deliverables must meet regulatory requirements for legal sufficiency and must adhere to the requirements for reports enumerated in TxDOT's NEPA MOU.

It is assumed the project will qualify for a TxDOT-approved CE. The scope does not assume intensive archaeological investigations, geophysical surveys, historic resource surveys beyond PCR coordination, formal USFWS consultation, Section 4(f) evaluations, mitigation plan development, wetland permitting, or extensive agency coordination resulting from previously unidentified environmental constraints.

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1.3.2.1. Quality Assurance/Quality Control Review

1.3.2.1.1. For each deliverable, the Engineer shall perform quality assurance quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:

- Current Environmental Compliance Toolkit guidance published by TxDOT's Environmental Affairs Division and in effect as of the date of receipt of the documents or documentation to be reviewed.
- Current state and federal laws, regulations, policies, guidance, agreements, and memoranda of understanding between TxDOT and other state or federal agencies; and
- FHWA and American Association of State Highway and Transportation Officials (AASHTO) guidelines contained in "Improving the Quality of Environmental Documents, A Report of the Joint AASHTO and American Council of Engineering Companies (ACEC) Committee in Cooperation with the Federal Highway Administration" (May 2006) for:
    - Readability, and
    - Use of evidence and data in documents to support conclusions.
    - Upon request by the Mobility Authority, the Engineer shall provide documentation that the QA/QC reviews were performed by qualified staff

1.3.2.2. Deliverables shall contain data acquired during the environmental service. Deliverables shall be written to be understood by the public and must be in accordance with TxDOT's Environmental Toolkit guidance, documentation standards, current guidelines, policies, and procedures.

1.3.2.3. Electronic versions of each deliverable must be written in software which is compatible to the Mobility Authority and must be provided in a changeable format for future use by the Mobility Authority. The Engineer shall supplement hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format unless another format is specified. Each deliverable shall be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable.

1.3.2.4. Submission of Deliverables

- Deliverables shall consist of technical reports of environmental services performed in addition to the assembled Environmental Document.
- Deliverables must comply with applicable state and federal environmental laws, regulations and procedures and include items listed in the Environmental Document Review Checklist.
- On the cover page of each technical report and environmental document prepared under the Mobility Authority granted by this MOU, and for memorandum corresponding to the documentation, the Engineer shall insert the following language in a way that is conspicuous to the reader or include it in the project record:
  - "The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated July 17, 2025, and executed by FHWA and TxDOT."

1.3.2.5. The Mobility Authority shall provide TxDOT's and other agency comments on draft deliverables to the Engineer. The Engineer shall revise the deliverable:

- to include Mobility Authority commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106, or Section 4(f)), required for the Transportation Activity as specified by the Mobility Authority;
- to incorporate the results of public involvement and agency coordination;
- to reflect mitigation measures resulting from comments received or changes in the Transportation Activity; and
- include with the revised document a comment response form (matrix) in the format provided by the Mobility Authority.

1.3.2.6. Photographs shall be well focused and clearly depict details relevant to an evaluation of the project area. Provision of photographs shall be one

original print of each image or electronic presentations of comparable quality. Comparable quality electronic photograph presentations shall be at least 1200 x 1600 pixel resolution. Photographs shall be attached to separately labeled pages that clearly identify project name; project identification (ID) number; address or Universal Transverse Mercator (UTM) of resource; description of the picture and direction of the photographic view. In addition to the hard-copy prints, an electronic version of each will be submitted with the same identification information as the hard-copy.

1.3.3. TECHNICAL REPORTS AND DOCUMENTATION

1.3.3.1. Definition of technical report and documentation for environmental services: a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision. .

1.3.3.2. Technical reports and documentation must be produced before an environmental document is prepared in order to identify issues early in the process. TxDOT will determine what technical reports and documentation will be necessary for any given project. Technical reports and documentation must be prepared for the Mobility Authority with detail and clarity to support environmental determination(s). Technical reports shall be compliant with the TxDOT Environmental Compliance Toolkits. The environmental document will reference the technical reports.

1.3.3.3. Environmental technical reports and documentation must include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports and forms must include information to determine the significance of impacts. Some examples of environmental technical reports and documentation are listed below:

- ECOS scoping
- Environmental Constraints Map
- Water Resources Delineation Report
- Species Analysis Form
- Archeological Background Study
- Historic Resources Project Coordination Request (PCR)
- Hazardous Materials
- Community Impacts Assessment
- Traffic Noise Analysis

- Karst Investigations

1.3.3.4. The Engineer shall conduct the following tasks and prepare draft and final technical reports listed below consistent with the TxDOT Environmental Compliance Toolkit:

1.3.3.4.1. Environmental Data Collection. Field visit and desktop analysis for development of the technical reports.

1.3.3.4.2. Technical Reports and documentation

1.3.3.4.3. ECOS Scoping. Assumes assistance with any ECOS data input.

1.3.3.4.4. WPD Forms. Assumes assistance with WPD information required for ECOS. Includes development of Draft and Final Purpose and Need Statement.

1.3.3.4.5. Species Analysis Form. Required to evaluate any threatened and endangered species that may be located within the project area.

1.3.3.4.6. Species Analysis Spreadsheet. Evaluation of federal and state listed species as well as Species of Greater Conservation Need that could have potential habitat in the study area.

1.3.3.4.7. Documentation of TPWD BMP Form. Document any anticipated BMPs that will be required for construction.

1.3.3.4.8. Archeological Background Study (ABS). Due to the heavily urban area and minimal right of way anticipated, is assumed the project will require an ABS, but no archaeological survey will be required. **Refer to Section 1.6.1.3 for contingency scope items, if necessary.**

1.3.3.4.9. Community Impacts Assessment (CIA). No community facilities are anticipated to be impacted by the project. However, potential ROW acquisition requires full CIA report.

1.3.3.4.10. Hazardous Materials Initial Site Assessment (ISA)**.** ROW acquisition requires Hazardous Materials ISA.

1.3.3.4.11. Historic Resources Project Coordination Request (PCR). No historic properties are anticipated to be impacted by the project. However, due to ROW acquisition, a PCR is required. **Should additional investigation beyond the PCR be required, this has been included as contingency scope within item 1.6.1.4.**

1.3.3.4.12. Traffic Noise Analysis– Due to noise receivers within or adjacent to the project area, it is anticipated that a full noise model and analysis will be required for the project. **Should a noise workshop be required, this has been included as contingency scope/fee within item 1.6.**

1.3.3.4.13. Traffic noise model input and output data files

1.3.3.4.14. Surface Water Analysis Form. Required to assess any waters of the U.S. within the project area.

1.3.3.4.15. Waters of the US Delineation Report. Assumes a Nationwide Permit 14 will be required for the project.

1.3.3.4.16. Section 404 / Section 10 Impact Table. Assumes a Nationwide Permit will be required for the project.

1.3.3.4.17. Maintain Project File

1.3.3.4.18. Karst Investigation Report. Project location is generally within Karst Zone 4b (geographic areas that do not contain endangered or other rare karst invertebrate species), but is directly adjacent to Karst Zone 1 (geographic area known to contain endangered karst invertebrate species). **Should an evaluation of Karst species be needed, this has been included as contingency scope/fee within item 1.6.1.6.**

1.4. PRELIMINARY DESIGN

1.4.1. GENERAL

1.4.1.1. The Engineer shall conduct a planning study that includes the development of improvement concepts to meet current roadway design standards as established by the latest editions of design criteria manuals defined herein on page 1. The planning study is intended to:

1.4.1.1.1. Develop and screen improvement options to determine which should be advanced for further detailed schematic design and environmental study.

1.4.1.1.2. Establish the right-of-way needs for the intersection configuration.

1.4.2. CONCEPT DEVELOPMENT

1.4.2.1. The Engineer shall develop and evaluate up to 2 improvement concepts for the intersection at RM 1431 and 183A. This effort shall include the following:

1.4.2.1.1. Research - Perform record research and obtain applicable existing information, including but not limited to: as-built plans, construction plans, right of way maps, environmental reports, previous studies related to the project area, and future land use maps.

1.4.2.1.2. Field Investigation - Conduct a field investigation of the existing intersection and the surrounding area to determine field conditions

including photographic record of notable existing features. This field investigation will be limited to accessible areas within the existing right-of-way.

1.4.2.1.3. The Engineer shall develop the roadway design criteria based on the design criteria manuals defined herein on page 1.

1.4.2.1.4. Design Concept Conference: The Engineer shall prepare and submit a preliminary Design Summary Report (DSR) to the Mobility Authority for review and approval and shall attend an initial Kick-Off Meeting to establish and agree on fundamental aspects and concepts and to establish the basic features and design criteria for the project. This meeting will be coordinated with any adjacent projects for continuity.

1.4.2.1.5. The improvement concepts are to be plan view only. Profile work must be done only to the extent necessary to lay out the proper horizontal geometry.

1.4.2.1.6. The improvement concepts must contain the following design elements (to the extent that they are available and can be established at the time of concept development):

1.4.2.1.6.1. Roadway alignments

1.4.2.1.6.2. Pavement edges, face of curbs, driveways, and shoulder lines of mainlanes, intersections, interchanges, and connecting highways or streets

1.4.2.1.6.3. Typical sections of existing and proposed roadways

1.4.2.1.6.4. Anticipated structure locations

1.4.2.1.6.5. Anticipated conveyance of major drainage elements

1.4.2.1.6.6. Additional impervious cover calculations and identification of required TSS treatment volume

1.4.2.1.6.7. Preliminary ROW and easement requirements and control-of-access locations

1.4.2.1.6.8. Direction of traffic flow and the number of lanes on roadways

1.4.2.1.6.9. Existing and projected traffic volumes

1.4.2.1.6.10. Existing known utilities

1.4.3. TRAFFIC OPERATIONS ANALYSIS

1.4.3.1. The Engineer shall define and document a traffic analysis study area that includes the RM 1431 / 183A interchange and a surrounding influence area consisting of upstream and downstream signalized intersections, unsignalized intersections, and major driveways that materially affect interchange operations. The analysis network shall extend sufficiently beyond the interchange to capture queuing, operational interactions, and access-related effects that influence ramp terminals and mainline/frontage road operations. The Engineer shall include major access points along the frontage roads within the study limits as part of the operational analysis network. The Engineer shall document the final study area limits and included intersections/driveways in the Traffic Data Collection Plan and Traffic Analysis Methodology documentation.

1.4.4. TRAFFIC DATA COLLECTION

1.4.4.1. The Engineer shall be responsible for field review of the project, inventory and cataloging of existing available data. Based on review of available existing data, additional data needs will be identified, and data collection efforts will be conducted. Prior to field traffic data collection, the Engineer shall develop a data collection plan and provide to the Mobility Authority for approval. The Engineer shall conduct a field review concurrent to the data collection to verify roadway geometry, access characteristics, observed operational constraints, and driver behavior relevant to alternative intersection concepts.

1.4.4.2. **It is anticipated that The Engineer will collect peak hour intersection turning movement counts at eight (8) signalized intersections and eight (8) unsignalized intersections / driveways.** The Engineer will perform two (2) field observation site visits along the corridor to rectify any gaps in the data collection process.

1.4.5. BASE YEAR AND FUTURE TRAFFIC VOLUME PREPARATION

1.4.5.1. The Engineer shall compile available TxDOT AADT volumes and conduct additional traffic counts, as needed, to establish a set existing base-year AADT volumes and balanced AM and PM peak-hour turning movement volumes for the interchange, surrounding intersections, and major driveways within the defined study area.

1.4.5.2. The engineer shall compile available TxDOT annual traffic recording station and vehicle classification count data to develop design hour factors, directional distribution factors, and vehicle classification (truck) portions for the intersection.

1.4.5.3. The Engineer shall review existing traffic origin-destination (OD) data from sources such as Replica to understand general travel patterns through the interchange and the surrounding network. This information may be used to inform route choice assumptions and turning movement distributions for development of microsimulation traffic models (e.g., VISSIM). Replica outputs shall be used as a supporting data source and shall be reviewed and adjusted, as necessary, to remain consistent with observed traffic counts and approved traffic forecasts.

1.4.5.4. The Engineer shall evaluate multiple sources of traffic growth estimates to determine growth trends for development of project traffic forecasts. These include:

i. Historic trend analysis of 20-years of TxDOT AADT counts.

ii. Prior and adjacent studies and inclusion of the on-going 183A Frontage Road project

iii. Review of applicable regional travel demand model outputs (e.g., CAMPO model) and relevant planning data to assess projected future growth patterns.

1.4.5.5. The above existing traffic and forecast growth information will be compiled in a Traffic Projections Methodology Memorandum for review and concurrence by TxDOT Austin District. It is assumed approval will be at the district level.

1.4.5.6. Pending TxDOT Austin District approval of the forecast methodology, the engineer will collaborate with the project design team to support

development and evaluation of intersection and interchange configuration alternatives.

1.4.5.7. For considered alternatives, a final traffic assignment will be made to include project AADT forecasts as well as AM and PM design hour volumes. For the selected alternative, the Engineer shall develop build traffic line diagrams showing AADT volumes and corresponding AM and PM design-hour volumes for inclusion in project schematic plans and for use in traffic operations and microsimulation analyses.

1.4.6. TRAFFIC OPERATIONS AND SAFETY ANALYSIS

1.4.6.1. The Engineer shall analyze traffic operations and safety performance of design alternatives and the preferred alternative. Analysis of design alternatives will be screened at a deterministic, macroscopic level with up to two identified Stage 2 ICE alternatives analyzed using microscopic traffic simulation to evaluate complex operational and safety interactions. The design alternatives analysis process shall consist of the following tasks:

1.4.6.1.1. VISSIM / Synchro Analysis (No-Build): (REFER TO CONTINGENCY, SECTION 1.6.1.7)

1.4.6.1.2. Perform CAP-X and SPICE analysis for design year AM and PM peak hour to assess potential design solutions at the intersection.

1.4.6.1.3. VISSIM / Synchro Analysis (Build) (REFER TO CONTINGENCY, SECTION 1.6.1.8)

1.4.6.1.4. Incorporate screened design concepts into updated Build VISSIM traffic models to further evaluate operational performance and support refinement of alternatives.

1.4.6.1.5. Perform a safety evaluation for the interchange, surrounding intersections, and major driveways within the defined study area to support comparison of No-Build and two (2) Build alternatives.

1.4.6.1.6. Review and summarize available historical crash data to identify crash frequency, severity, predominant crash types, and contributing

factors and identify mitigation measures that might address existing problems.

1.4.6.1.7. The traffic operations, microsimulation, and safety evaluations shall be used in combination to compare alternative concepts, identify operational and safety tradeoffs, and support development of recommended intersection and interchange configuration concepts to support evaluation of ROW needs.

1.4.7. INTERSECTION CONTROL EVALUATION (ICE)

1.4.7.1. The Engineer shall conduct an Intersection Control Evaluation (ICE) as a data-driven, performance-based process to evaluate and compare feasible intersection and interchange control alternatives.

1.4.7.2. The ICE shall be conducted as an integrated component of the traffic operations, microsimulation, and safety analysis and shall consider tradeoffs among traffic operations, safety performance, conceptual design feasibility, right-of-way requirements, access considerations, and project impacts.

1.4.7.3. The Engineer shall evaluate safety as a primary consideration within the ICE process, recognizing that innovative intersection and interchange types are intended to reduce conflict points and the frequency and severity of fatal and serious injury crashes.

1.4.7.4. The Engineer shall complete a Stage 1 ICE to screen feasible intersection and interchange control types using results from traffic operations analysis, CAP-X, SPICE, and qualitative safety considerations.

1.4.7.5. Stage 2 ICE (REFER TO CONTINGENCY SECTION 1.6.1.9)

DELIVERABLES

i. Traffic data collection plan
ii. Traffic Projections Methodology Memo
iii. Traffic line diagrams
iv. SYNCHRO models (no-build, alternatives, build)
v. CAP-X and SPICE spreadsheets (build alternatives)
vi. Microsimulation models and supporting output files (build alternatives)

vii. Traffic and safety analysis methodology memo

viii. Intersection Control Evaluation (ICE) Report inclusive of traditional elements of Traffic and Safety Technical Memorandum sum with traffic operations, safety evaluation, CAP-X, SPICE, and microsimulation findings and recommendations

1.4.8. PUBLIC INVOLVEMENT

1.4.8.1. The Engineer shall be responsible for supporting the GEC's public involvement team with exhibit development and outreach material reviews for one virtual public meeting. The GEC will develop the Public Involvement Plan per TxDOT's Public Involvement Toolkit.

1.4.8.1.1. The Engineer shall support the GEC in providing responses to questions and comments received from the public in the Virtual Public Meeting as part of the Comment/Response Matrix. The GEC will prepare the Virtual Public Meeting Summary Report. Then Engineer shall provide 1 round of review comments of the draft report.

1.4.8.1.2. Garver will evaluate each electronic PDF for level AA conformance under Web Content Accessibility Guidelines (WCAG) 2.0 as required by Section 508 unless other standards are determined by the client. Garver will complete a Supplementary Accessibility Report (SAR) for each PDF with conformance review results. Garver cannot certify, warrant, or guarantee that any digital content is accessible or meets accessibility law requirements and standards.

1.4.8.1.3. An In-Person Open House meeting is not anticipated and is not included as part of this scope.

DELIVERABLES

i. Draft and Final Virtual Public Meeting Exhibits

ii. Public Meeting Summary Report review comments

1.4.9. INTERSECTION OPTION REFINEMENTS

1.4.9.1. The Engineer shall perform up to two rounds of option refinements based on stakeholder input and document the rationale for the refinements. This effort will include the following:

1.4.9.1.1. Refine intersection concepts to address comments by stakeholders.

1.4.9.1.2. Update potential impacts and costs for the refined concepts.

1.4.9.1.3. Provide refined intersection concepts, potential impacts and estimated costs to the Mobility Authority electronically for review and comment. Conduct a meeting with the Authority to discuss within one week of providing the refined intersection concepts to finalize the concepts to be presented in the Engineering Traffic Technical Memorandum.

1.4.9.1.4. Coordinate with the Authority and stakeholders to identify preliminary intersection option recommended preferences and associated rationale.

1.4.9.1.5. Any opinions or estimates of costs or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions or estimates of costs or probable construction cost Engineer prepares.

1.4.10. PLANNING AND FEASIBILITY STUDY DELIVERABLES

DELIVERABLES

i. Draft and Final Engineering Traffic Technical Memorandum

ii. Preliminary (30%) schematic design layout of the ultimate roadway configuration.

1.5. SCHEMATIC DESIGN

1.5.1. GENERAL

1.5.1.1. The Engineer shall prepare an alignment and proposed roadway schematic layout to include projected traffic volumes and existing and proposed typical sections. The Engineer shall furnish Bentley OpenRoads computer generated media containing the roadway schematic layout to the Mobility Authority. Supporting attachments and exhibits shall accompany the schematic layout. OpenRoads computer generated files containing the roadway design schematic shall be compatible with the software used by the Mobility Authority.

1.5.1.2. The Engineer shall produce, obtain, review, and evaluate existing and twenty-year projected traffic data for use in the preparation of the schematic design layout. The data shall be utilized in accordance with the requirements for schematic development and consistent with the policies of the Mobility Authority.

1.5.1.3. The Engineer shall prepare preliminary drawings to identify potential impacts within the project corridor, including impacts to the nature, cultural, and human environment. Identification should include, but not be limited to existing and proposed utilities (public and private), structures, burial grounds, neighborhood communities, historical landmarks, and undeveloped areas is required. Potential utility conflicts and structural impediments must be identified as such. The Engineer shall render assistance to the Mobility Authority for agency meetings as necessary during the development of the schematic design as requested by the Mobility Authority. The Engineer shall also render assistance to the Mobility Authority for meetings with affected property owners (MAPOs), and a virtual public meeting.

1.5.1.4. An itemization of the schematic design and engineering work activity to be performed under this contract is detailed below. All designs shall be prepared in accordance with the design criteria manuals defined herein on page 1.

1.5.1.5. The design schematic horizontal layout will adhere to a design scale of 1 in. = 100 ft (or 1 in. = 200 ft as directed by the Mobility Authority). The schematic layout, exhibits, and attachments will be developed in English units. Bentley OpenRoads computer graphic files furnished to the Mobility Authority must be submitted in electronic format. Schematics will follow the Mobility Authority and TxDOT standards, the schematic will also follow the CADD standards used by the Mobility Authority and shall be submitted as an original document, accompanied with an original Bentley OpenRoads

formatted graphics file. Final copies of the schematic design shall be signed by a professional engineer licensed in the State of Texas.

1.5.2. GEOMETRIC DESIGN

1.5.2.1. The Engineer shall develop geometric design schematics based on the selected planning study improvement concept design after the basic layout, lane arrangement, and ROW and easements requirements depicted on the conceptual schematics is approved. The Mobility Authority may require this task be performed using OpenRoads Technology.

1.5.2.2. The geometric schematic plan view shall contain the following design elements:

1.5.2.2.1. Bentley OpenRoads calculated roadway alignments for RM 1431 and 183A mainlanes and frontage roads.
1.5.2.2.2. Horizontal curve data shown in tabular format
1.5.2.2.3. Pavement edges, curb lines, sidewalks for roadway improvements
1.5.2.2.4. Typical sections of existing and proposed roadways
1.5.2.2.5. Existing and proposed major utilities
1.5.2.2.6. Existing property lines and respective property ownership information
1.5.2.2.7. Existing ROW and easements
1.5.2.2.8. ROW and easements requirements adequate for preparation of ROW maps
1.5.2.2.9. Waters of the US (WOUS)
1.5.2.2.10. Control-of-access limits
1.5.2.2.11. Existing and projected traffic volumes
1.5.2.2.12. Lane lines, shoulder lines, and direction of traffic flow arrows indicating the number of lanes on roadways
1.5.2.2.13. Known existing utilities
1.5.2.2.14. Locations of potential large guide signs and overhead sign bridges or cantilevered signs.

1.5.2.3. The geometric schematic profile view shall contain the following design elements:

1.5.2.3.1. Calculated profile grade and vertical curve data including "K" values
1.5.2.3.2. Existing ground line profiles
1.5.2.3.3. Grade separations and overpasses
1.5.2.3.4. Calculated vertical clearances at grade separations and overpasses
1.5.2.3.5. Evaluate side street and driveway geometries
1.5.2.3.6. Bicycle and pedestrian accommodation

1.5.2.4. The calculated profile grade for other elements will be shown on separate Supplemental Profile rolls.

1.5.2.5. The **Engineer shall consider the following in the analysis to optimize the design to exceed minimum design criteria:**

1.5.2.5.1. Efficient use of the existing ROW
1.5.2.5.2. Preserving access to adjacent properties.
1.5.2.5.3. Roadway and intersection geometry exceeds minimum design criteria
1.5.2.5.4. Bicycle and Pedestrian accommodation in design
1.5.2.5.5. Drainage and Hydraulic design
1.5.2.5.6. Stopping Sight distance exceeds minimum design criteria
1.5.2.5.7. Level-of-service
1.5.2.5.8. Traffic and signal operations
1.5.2.5.9. Construction, ROW, easement, and utility costs
1.5.2.5.10. Construction sequencing
1.5.2.5.11. Traffic control during construction
1.5.2.5.12. Roadside safety appurtenances
1.5.2.5.13. Environmental mitigation (For example: Noise Walls, Storm Water Best Management Practices (BMPs), etc.)
1.5.2.5.14. Avoidance and minimization of environmental resources such as parklands, historical resources, archeological sites, etc.
1.5.2.5.15. Avoidance of utility lines if feasible.
1.5.2.5.16. Impact of construction delays from utility relocations.

1.5.2.6. Typical Sections

1.5.2.6.1. The Engineer shall update both existing and proposed typical sections as necessary to depict the number and type of lanes, shoulders, median width, curb offsets, cross slope, border width, clear zone widths, sidewalks, shared use paths, and ROW limits.

1.5.3. Drainage

1.5.3.1. The Engineer shall use data from as-built plans, drainage GIS data, topographic data, FEMA maps, Atlas 14 rainfall data, existing hydrologic and hydraulic models and reports, and topographical data, to determine and evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system. The methods used in the hydrologic and hydraulic analyses shall be conducted in accordance with the TxDOT

Hydraulic Design Manual, Mobility Authority criteria, and specific guidance provided by the Mobility Authority.

1.5.3.2. The drainage study shall identify the impacts to existing structures and other properties and to the 100-year floodplain due to proposed highway improvements. Provide a drainage study report identifying the results of the study.

1.5.3.2.1. Site Visits: The Engineer shall conduct up to two site visits to observe existing drainage and water quality conditions.

1.5.3.3. The Engineer shall provide the hydrologic and hydraulic models such as HEC-RAS, HEC-HMS, HY-8, SWMM, and other applicable models used in analyses. It is assumed that the hydrologic and hydraulic models from the 183A Added Capacity project team will be leveraged for this project. The Engineer will review and update the hydrologic and hydraulic models as necessary for this project. The anticipated hydrologic and hydraulic models for this project include one HEC-HMS model, one HEC-RAS model, and one HY-8 model.

1.5.3.4. Proposed impervious cover calculations will be performed for the schematic design. The proposed impervious cover will be coordinated with the 183A Added Capacity project team for their incorporation into the Warrior Pond improvements. Impervious cover calculations and required water quality volume requirements will be documented in the Drainage Report.

1.5.3.5. The drainage report shall be provided at every submittal unless there is essentially no change to the previous version submitted or having an approval from the Mobility Authority.

1.5.3.6. The Hydrologic portion of a drainage analysis report should contain, but not limited to, the following elements:

- Description of the project location, boundary, purpose, and objectives, including modeling software, hydraulic design criteria, methods, assumptions, limitations, equations, and data used; Major technical decisions and special configurations
- Basin delineation and estimation of parameters for hydrologic modeling.
- Estimation of peak flows at points of interest for the 2, 5, 10, 25, 50 and 100-year storm events.

- Well annotated pre-project and post-project sub-basin maps with flow path, contours, and major drainage network drawn.
- Discuss how model parameters/coefficients were estimated.
- A table showing the Tc calculation for different flow components, such as sheet flow, shallow concentrate flow and channel flow.
- A table showing the pre-project, pre-mitigation, and post-project (post-mitigation) peak flows at control (junction nodes and outlet) points for the design and the check floods.
- Discuss the differences of model results between the proposed and the existing hydrologic models.
- A summary of major results, findings, project impact, and special notes/recommendations.
- A digital copy of the working and fully annotated HEC-HMS hydrologic models that provide the modeling scenarios for the 2, 5, 10, 25, 50, and 100- year floods for both the existing and proposed conditions along with the digital drainage report.
- Model plans and runs should have meaningful names, intermittent runs should be cleaned, and a readme file should be provided to explain the model plans, runs and special notes on how to use the models.

1.5.3.7. The Hydraulic portion of a drainage analysis report should contain, but not limited to, the following elements:

- Description of the modeling software, criteria, methods, special equations, assumptions, limitations, parameter estimation, data sources and quality, and summary of major technical decisions and special configurations made.
- Discussion of proposed hydraulic condition changes as compared with the existing baseline conditions for each modeling area.
- Hydraulic analyses for pre-mitigation conditions.
- Hydrologic and hydraulic analyses to include mitigation structures such as detention ponds.
- A table showing the pre-project and post-project WSEL at cross sections and hydraulic structures for the design and check floods.
- Hydraulic model cross section layout maps with contours and pertinent references.
- Discuss mitigation proposed for significant adverse impact areas, including detention pond location, volume, and hydraulic connection.
- A summary of major model results and findings, and flooding depths at locations of interest under design flood condition.

- For each major stream crossing structures located in a FEMA SFHA or requiring a bridge class structure, the report shall follow the Hydraulic Report Guidelines referenced and outlined in the TxDOT Hydraulic Manual, Chapter 3, Section 5 under "Special Documentation Requirements for Projects crossing NFIP designated SFHA."
- A list of recommendations and notes for potential bank erosion and bridge/culvert scour. Detailed erosion and scour analysis including D50 information will be provided during the future Final Design (PS&E) phase.
- Model plans and runs should have meaningful names, intermittent runs should be cleaned, and a readme file should be provided to explain the model plans, runs and special notes on how to use the models.

1.5.3.8. The Water Quality portion of a drainage analysis report should contain, but not limited to, the following elements:

- Impervious cover calculations
- Required water quality volume for Warrior Pond improvements
- Required water quality volume and sizing calculations for two additional BMPs to treat additional impervious cover not contributing to Warrior Pond. Assuming up to 2 Jellyfish vaulted systems, or an approved equivalent by TCEQ and CTRMA, will be required to provide full water quality treatment for the project limits.

1.5.3.9. The scope of this project includes analysis of FEMA crossings at RM 1431 and 183A. The Engineer shall utilize HEC-RAS for FEMA crossings, bridge crossings, and bridge-class culvert (BCC) crossings.

1.5.3.10. The scope includes an impact assessment for 3 crossings: the culvert at Spanish Oak at RM 1431, the bridges at Spanish Oak at US 183A, and the culvert at RM 1431 east of Spanish Oak Street and west of C-Bar Ranch Trail. The impact analysis will evaluate the potential effects of the proposed improvements on the crossing. Potential impacts will be assessed both upstream and downstream to identify and address adverse impacts due to the proposed project. Proposed improvements to the Spanish Oak Creek MBC shall be shown on the schematic roll plots. Preparation of 11x17" Culvert Layout sheets are not part of this scope.

1.5.3.11. The project includes storm drain systems. The Engineer shall perform parallel drainage analysis to determine the adequacy of the ROW and provide approximate quantities. Storm drain analyses will focus on trunkline-level evaluations without detailed inlet or lateral calculations as necessary to

accommodate the proposed water quality design and roadway improvements.

1.5.4. ROW REQUIREMENTS

1.5.4.1. The Engineer shall determine the ROW requirements based on the proposed alignment, typical sections, design cross sections, access control, terrain, construction requirements, drainage, clear zone, maintenance, environmental mitigation and utility relocation requirements.

1.5.5. CONSTRUCTION SEQUENCE

1.5.5.1. The Engineer shall consider the requirements for construction staging and traffic control throughout the development of schematic design to develop a concept through which the proposed design could be constructed.

1.5.5.2. The Engineer shall prepare preliminary TCP typical sections and a preliminary phasing layout for the purpose of one constructability evaluation workshop. Phasing layouts are anticipated to be the same scale as the Concept and Geometric schematics. The typical sections, phasing layout, and a high-level TCP narrative on the roll plots and shall be for the purposes of discussion at the workshop to review basic construction phasing concepts for any critical sequence concerns or constraints to consider and mitigate as possible within the schematic design and proposed ROW needs. The Engineer shall use the TCP requirements for number of lanes to be maintained during construction, cross street closure limitations, temporary barriers, and pavement markings to develop preliminary TCP layouts.

1.5.5.3. The construction sequence shall consider temporary vertical and horizontal clearances which may influence the final roadway alignment and profile.

1.5.6. DESIGN EXCEPTIONS, WAIVERS, DEVIATIONS, AND VARIANCES (CONTINGENCY – Refer to Section 1.6.1.10)

1.5.7. CROSS-SECTIONS

1.5.7.1. The Engineer shall use OpenRoads to generate preliminary cross-sections every 50 feet and at other critical locations in conjunction with the Geometric Schematic. The Engineer shall determine earthwork volumes for use in the cost estimate and shall prepare a roll plot of the cross-sections.

1.5.8. 3D DESIGN AND MODEL

1.5.8.1. The Engineer shall use OpenRoads and other design software as approved by the Mobility Authority. This information shall be used for public informational meetings, conflict resolution, feasibility analysis, aesthetic feature presentations and confirmation of design intent. Graphics shall be high-resolution and capable of being displayed or run on standard Mobility Authority computers.

1.5.9. PRELIMINARY COST ESTIMATE

1.5.9.1. The Engineer shall prepare a preliminary cost estimate for the project, including the costs of construction, required ROW and associated improvements, and eligible utility adjustments. Current State unit bid prices will be used in preparation of the estimate.

1.5.10. DELIVERABLES

1.5.10.1. In conjunction with the performance of the foregoing services, the Engineer shall provide the following draft and final documents and associated electronic files as applicable. The number of deliverable items will be determined by the Mobility Authority.

DELIVERABLES

i. Traffic and Operational Analysis Report
ii. Drainage Study Report
iii. Geometric Schematic
iv. Cross-Sections Roll Plot
v. HEC-RAS model digital files from drainage study.
vi. Preliminary Construction Phasing Layouts and Typical Sections
vii. Average Daily Corridor Traffic Projections Report (developed as part of Travel Demand Modeling and Future Traffic Volume Preparation)
viii. Line diagrams with traffic data shown
ix. Documentation to support the GEC's preparation of MAPOs, one Virtual Public Meeting report
x. Design Exception/Waiver/Variance/Deviation documents (1)
xi. An Electronic submittal of the OpenRoads Drainage and Utility, HEC-RAS, SWMM, & HMS models. The models must be approved by TxDOT's District Hydraulic Engineer prior to generating reports.

xii. Cost Estimates for each milestone submittal (2 Concepts, Draft and Final Geometric Schematic)

xiii. KML / KMZ file of conceptual design schematic created from applicable .dgn files for reviewing in Google Earth.

xiv. Schematic 3D model created using Open Roads software.

xv. Electronic files shall be furnished to the Mobility Authority on a Universal Serial Bus (USB) flash drive.

xvi. Utility Conflict Matrix

1.6. CONTINGENCY

1.6.1. GENERAL

Items noted herein are potentially required for execution of this project.

1.6.1.1. **Subsurface Utility Locate (Test Hole) Service (Quality Level A) (From Scope section 1.2.4.4)**

1.6.1.1.1. Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that maintains the integrity of the utility facility.

1.6.1.1.2. Review requested test hole locations and advise the Mobility Authority in the development of an appropriate locate work plan relative to the existing utility infrastructure and proposed highway design elements at critical locations (up to 10).

1.6.1.1.3. Coordinate with utility owner inspectors as may be required by law or utility owner policy.

1.6.1.1.4. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist

1.6.1.1.5. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

1.6.1.1.5.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

1.6.1.1.5.2. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.

1.6.1.1.5.3. Elevation of existing grade over utility at test hole location.

1.6.1.1.5.4. Horizontal location referenced to Project coordinate datum.

1.6.1.1.5.5. Outside diameter of pipe or width of duct banks and configuration of non- encased multi-conduit systems.

1.6.1.1.5.6. Utility facility material(s).

1.6.1.1.5.7. Utility facility condition.

1.6.1.1.5.8. Pavement thickness and type.

1.6.1.1.5.9. Coating/Wrapping information and condition.

1.6.1.1.5.10. Unusual circumstances or field conditions.

1.6.1.2. **Excavation for Test Holes (From Scope section 1.2.4.5)**

1.6.1.2.1. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation will only be utilized with written approval from the Mobility Authority.

1.6.1.2.2. Be responsible for any damage to the utility during the locating process due to work being performed by The Engineer. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer shall not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for all costs involved in the repair or replacement of the utility facility resulting from work being performed by The Engineer.

1.6.1.2.3. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material.

1.6.1.2.4. Furnish and install an above ground marker directly above center line of the utility facility.

1.6.1.2.5. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the Mobility Authority.

1.6.1.2.6. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer. This information shall be provided in the latest version of the CAD

format used by the Mobility Authority. The electronic file will be delivered on CD or via Newforma File Transfer. When requested by the Mobility Authority, the SUE information must be overlaid on the Mobility Authority's design plans

1.6.1.2.7. Return plans, profiles, and test hole data sheets to the Mobility Authority. If requested, conduct a review of the findings with the Mobility Authority.

1.6.1.3. **Archeological Background Study (ABS) (From Scope Section 1.3.3.4.8):**

1.6.1.3.1. If necessary, an Antiquities Permit Application will be prepared and submitted to the Texas Historical Commission.

1.6.1.3.2. If necessary, an archeological survey will be performed and report prepared.

1.6.1.4. **Historic Resources Project Coordination Request (PCR) (From Scope Section 1.3.3.4.11).** Should additional investigation beyond the PCR be required, the following additional investigations and reports shall be prepared and submitted to the Texas Historical Commission:

1.6.1.4.1. Historical Studies Research Design

1.6.1.4.2. Historical Studies Reconnaissance Survey Report

1.6.1.5. **Traffic Noise Workshop (From Scope Section 1.3.3.4.12)**

1.6.1.5.1. Perform a noise workshop with up to one (1) affected property owner. The engineer shall prepare exhibits and summarize findings.

1.6.1.6. **Karst Investigation Report (From Scope Section 1.3.3.4.18).** Shall be prepared, if an evaluation of Karst species be needed. Karst habitat is located adjacent to the project area.

1.6.1.7. **VISSIM, Synchro Analysis (No-Build), (From Scope Section 1.4.6.1.1)** Develop AM and PM peak hour VISSIM traffic models for the defined study area for existing year, No-Build opening year, interim year (Opening year +10), and design years (Opening year +20) to identify operational needs. SYNCHRO will be used for HCM outputs where applicable and a basis for high level conceptual screening.

1.6.1.8. **VISSIM, Synchro Analysis (Build), (From Scope Section 1.4.6.1.3)** Develop AM and PM peak hour VISSIM traffic models for Base Build opening year, interim year, and design years. This Build scenario includes up to 2 alternative intersection and interchange configurations, optimized

intersection signal timings and preliminary geometric and traffic management improvements (turn bays, lane re-assignment, etc.). SYNCHRO will be used for signal timing purposes and HCM outputs where applicable.

1.6.1.9. **Stage 2 ICE (From Scope Section 1.4.7.5):** If warranted, the Engineer shall complete a Stage 2 ICE to further evaluate shortlisted alternatives using the results of traffic operations analysis, microsimulation, and safety evaluation, and to support selection of a preferred alternative.

1.6.1.10. **DESIGN EXCEPTIONS, WAIVERS, DEVIATIONS, AND VARIANCES (CONTINGENCY – Refer to Section 1.5.6)**

If necessary, The Engineer shall identify, document, and keep a list of Design Exceptions, Waivers, and Variances, to be provided to the Mobility Authority as part of the Geometric Memorandum, which includes a plan showing grouped areas of Design Exceptions. The Engineer shall prepare a Request for Design Exception, Waiver, Deviation, or Variance (Request) for each Design Exception, Waiver, and Variance identified. The Requests shall conform to the requirements of current versions of the Mobility Authority/TxDOT PS&E Preparation Manual including completing the Form 1002 for approval of the request. It is assumed one 1 may be required.

ATTACHMENT D

Key Personnel

1.) Project Manager – Stephen Johnson
2.) Traffic Task Lead – Mike Spayd
3.) Roadway Task Lead – Paul Schrader
4.) TCP Task Lead – Matt Beran
5.) Drainage Task Lead – Travis Kaatz
6.) Environmental Task Lead – Susan Chavez

ATTACHMENT E

FEE SCHEDULE
(Final Cost Proposal)

This attachment provides the basis of payment and fee schedule**. The basis of payment for this contract is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) included with each Work Authorization. If more than one basis of payment is used, each one must be supported by a separate FCP.

"X"	Basis	
☐	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and profit. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost, but must submit billing information in a form acceptable to the Mobility Authority as required by Article 4 A & B including classifying work, partial or completed, according to the Table of Deliverables. The Mobility Authority will agree to pay Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, a Lump Sum amount for the specified category of services. The Lump Sum will include compensation for Engineer's services and services of subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses. The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate, as approved by the Authority's Director of Engineering, of the proportion of the total Services completed during the billing period to the Lump Sum amount.

	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown. The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an agreed upon unit price multiplied by the number of units completed for each billing. Each invoice submitted shall identify the specific Contract task(s) and completed work product/deliverable for the agreed upon price outlined in the Work Authorization.
☐	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. The specified rate includes direct labor and indirect cost and profit. The Mobility Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit. Revisions to the specified rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date and are subject to written approval of the Executive Director. The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an amount equal to the cumulative hours charged to the specific Project by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class for all Services performed on the specific Project, plus reimbursable expenses and sub consultant's charges, if any.
☒	Cost Plus	The Mobility Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, hourly rates for the staff working on the assignment computed as follows: *Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + 10 %, in decimal form).* The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, and provisional overhead rate. Actual wages must be within the allowable range shown on the Final Cost Proposal.

Without prior approval by the Executive Director, the Mobility Authority shall not reimburse the Engineer for expenses associated with relocating personnel to complete the services described by this Contract. Roadway tolls incurred by the Engineer or any of its subconsultants in connection with performance of the Services will not be reimbursable under this Contract. Reimbursement shall be limited to the terms of any financial assistance or Project agreements with TxDOT or other third parties. Travel expenses will be limited to the rates published by the Texas Comptroller of Public Accounts.

Engineer acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility Authority and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87, which may reduce the amount of expenses and costs reimbursed to less than what was incurred.

* The **MAXIMUM AMOUNT PAYABLE** will be established by work authorizations over the Contract Period.

The amount payable is based on the following data shown below. Maximum rates will be Adjusted no sooner than 12 months following the Effective Date and no more than once per calendar year. Annual rate adjustments will be capped at a 3.5% per annual increase.

The overhead rate will be adjusted annually and effective upon approval by the Chief Financial Officer.

* The maximum amount payable must be based on the contract scope. The work authorization fee schedules will be derived from this attachment.

ATTACHMENT F

Work Schedule

to be provided with each work authorization

ATTACHMENT G
Computer Graphics for Document and Information Exchange

to be provided with each work authorization

ATTACHMENT H
Subcontracting

Garver, LLC planned subcontract team members at the Contract effective date:

ACI Environmental Services, LLC
ASRI Technical Services LLC
EDGE Engineering, PLLC
Hicks & Company Environmental/Archeological Consultants
Studio 16:19, LLC
STV Incorporated
Surveying and Mapping, LLC
Terracon Consultants, Inc.
The Goodman Corporation

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #9

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

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

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

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

The general systems consulting services to be provided by ARCADIS U.S., 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.

ARCADIS U.S., 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 ARCADIS U.S., 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 ARCADIS U.S., 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 ARCADIS U.S., 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 ARCADIS U.S., 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 ARCADIS U.S., 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 ARCADIS U.S., Inc. for general systems consultant services; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute the contract with ARCADIS U.S., 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:

_____

James M. Bass
Executive Director

Approved:

_____

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 Arcadis U.S., Inc, a corporation (the "Consultant"), to be effective the first day of August, 2026 (the "Effective Date"). Mobility Authority and Consultant may be referred to collectively in this Agreement as the "parties," and individually as a "party."

WITNESSETH:

WHEREAS, pursuant to a Request for Qualifications 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**:

Arcadis U.S., Inc.
98 San Jacinto Blvd., Suite 400
Austin, TX 78701
Attn: Mahrokh Arefi, US Practice Lead, Revenue Systems
Mobile: (516) 641-4455
Email: Mahrokh.Arefi@Arcadis.com

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

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

with a copy to:

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

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

ARTICLE 22: REPORTS OF ACCIDENTS, ETC.

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

ARTICLE 23: MOBILITY AUTHORITY'S ACTS

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

ARTICLE 24: LIMITATIONS

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

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

ARTICLE 25: CAPTIONS NOT A PART HEREOF

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

ARTICLE 26: CONTROLLING LAW, VENUE

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

ARTICLE 27: COMPLETE AGREEMENT

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

ARTICLE 28: TIME OF ESSENCE

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

ARTICLE 29: SEVERABILITY

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

ARTICLE 30: AUTHORIZATION

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

ARTICLE 31: SUCCESSORS

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

ARTICLE 32: INTERPRETATION

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

ARTICLE 33: BENEFITS INURED

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

ARTICLE 34: SURVIVAL

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

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By:_____
James M. Bass, Executive Director

Arcadis U.S., Inc.

By:_____
Mahrokh Arefi,
US Practice Group Lead, Revenue Systems

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:_____	By:_____
James M. Bass, Executive Director	[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 Arcadis U.S., Inc., a Corporation (the "Consultant"), to be effective the first day of August, 2026 (the "Effective Date"). Mobility Authority and Consultant may be referred to collectively in this NDA as the "Parties," and individually as a "Party."

WHEREAS, the Consultant has entered into an agreement entitled "Agreement For General Systems Consultant Services" (the "Agreement") with the Mobility Authority dated as of July fourteenth, 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**:

Arcadis U.S., Inc.
Attn: Mahrokh Arefi, US Practice Lead, Revenue Systems
98 San Jacinto Blvd., Suite 400
Austin, TX 78701
Mobile: (516) 641-4455
Email: Mahrokh.Arefi@Arcadis.com

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

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

with a copy to:

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

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

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

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

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

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

13. *Waiver*. The forbearance or failure of one of the Parties hereto, or by the Mobility Authority Consultants, or any of them, to insist upon strict compliance by the other with any provisions of this NDA, whether continuing or not, shall not be construed as a waiver of any rights, remedies or privileges hereunder. No waiver of any right, remedy or privilege of a Party arising from any default or failure hereunder shall affect such Party's rights, remedies or privileges in the event of a further default or failure of performance.

Both Parties will provide assistance and execute and deliver such documents, as reasonably requested by the other Party and at the requesting Party's expense, to record, perfect, and otherwise protect the requesting Party's rights under this NDA.

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

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

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

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By:_____
James M. Bass, Executive Director

Arcadis U.S., Inc.

By:_____
Mahrokh Arefi,
US Practice Group Lead, Revenue Systems

EXHIBIT "D"

CONSULTANT'S PROPOSAL

ARCADIS

Statement of Qualifications

General Systems Consulting Services

ATTACHMENTS A-C

Submitted to Central Texas Regional Mobility Authority
by Arcadis U.S., Inc.
May 11, 2026

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Appendix A-1 Key Personnel Resumes

Appendix A-2 Litigation History

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Attachment C – Form of Contract Exceptions

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705

May 11, 2026

Arcadis U.S., Inc.
98 San Jacinto Blvd., Suite 400
Austin, TX 78701
www.arcadis.com

CTRMA General Systems Consultant Services RFQ

Dear Selection Committee,

CTRMA operates in a fast-moving, revenue-dependent operating model where tolling systems, ITS infrastructure, customer-facing technologies, operational data systems, and back-office platforms must work together continuously and reliably. Success depends on maintaining system performance, revenue integrity, and customer experience while coordinating across parallel initiatives, regional stakeholders, and the General Engineering Consultant (GEC). Arcadis understands this delivery model and structures our team accordingly.

As a team, we combine national expertise in tolling with direct experience in Texas and Central Texas in tolling, ITS, systems integration, operational strategy, and technology implementation. In Texas, Arcadis has partnered with TxDOT and regional agencies on statewide ITS planning, corridor technology deployment, operational modernization, and emerging transportation systems. This experience provides familiarity with state standards, procurement expectations, and Central Texas priorities that influence how CTRMA delivers projects.

Arcadis has organized this team specifically around CTRMA's four service areas, with embedded leadership, independent oversight, and clear accountability across all assignments. Our approach reflects how CTRMA advances projects in practice: multiple efforts moving in parallel, systems and vendors operating together, and decisions requiring both technical understanding and operational awareness. The proposed team brings experience in toll system implementation, strategic planning and innovation, program governance, supported by specialists in back-office systems, dynamic pricing, modelling, and systems integration.

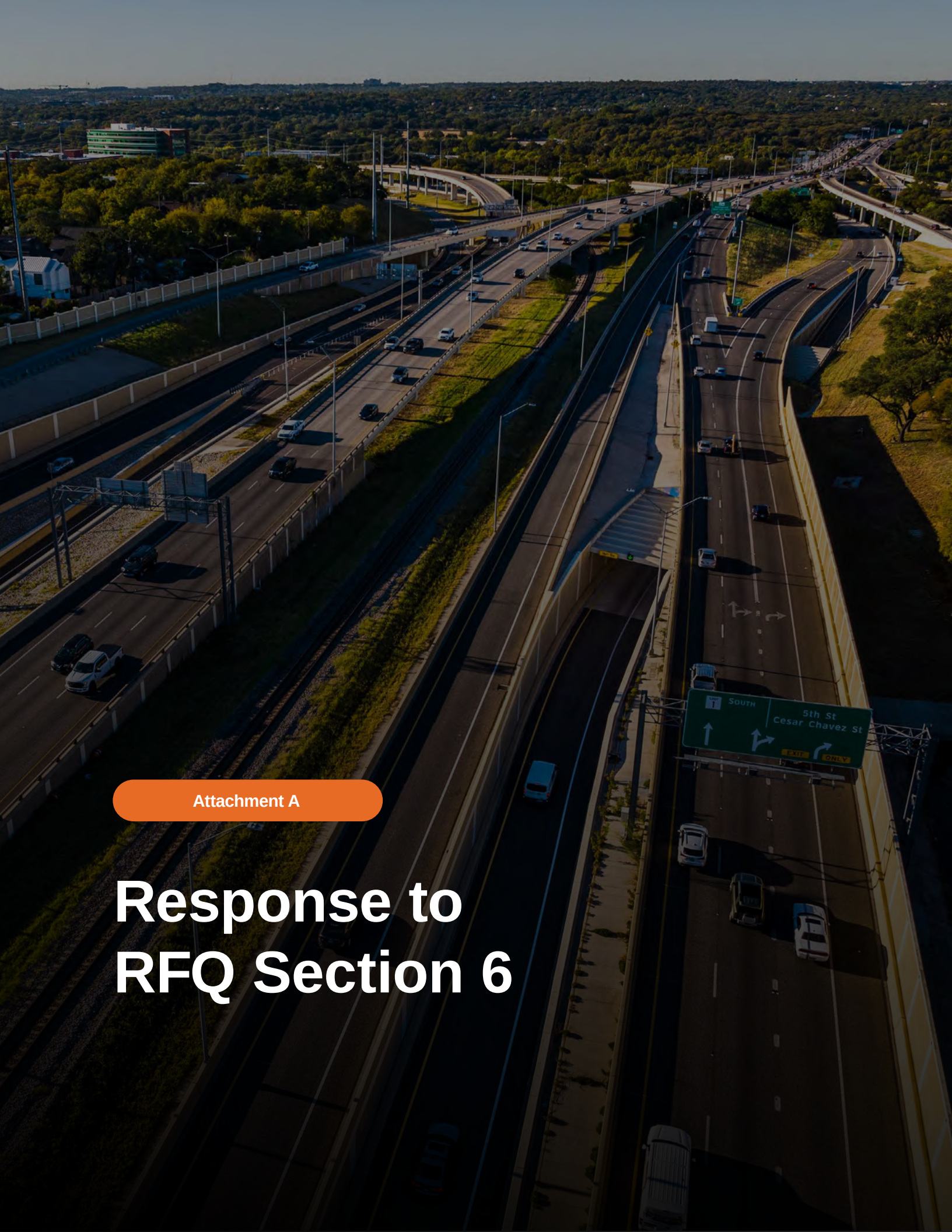
Successful GSC delivery requires more than technical capability alone. It requires responsiveness, sound judgment, disciplined coordination, and the ability to operate effectively within active tolling and transportation operations. Arcadis' ISO 9001-aligned quality program, structured QA/QC processes, and program management framework provides independent oversight, transparent coordination, and consistent delivery throughout the life of each assignment.

Arcadis confirms that our proposal complies with the RFQ requirements and incorporates Addenda 1-3. Arcadis has read the contract requirements for this RFP and have noted proposed modifications in Attachment C. This proposal is subject to and conditioned upon Arcadis and the CTRMA coming to a meeting of minds on mutually acceptable terms of the Contract and neither Arcadis nor the CTMRA will have any obligations to each other with respect to this offering if a mutually acceptable agreement is not reached.

We appreciate your consideration and welcome the opportunity to partner with CTRMA in delivering reliable, high-performing, and future-ready tolling and ITS systems across Central Texas.

Sincerely,

Mahrokh Arefi
Primary Point of Contact and Principal Officer for this Contract
mahrokh.arefi@arcadis.com | 423-756-7193



Attachment A

Response to RFQ Section 6

1 Respondent

1.A Prime Respondent

With over 30 years of experience as a trusted advisor in tolling and ITS, Arcadis leads delivery as a technology consultant, designer, owner's engineer, and technical advisor. Our team has delivered and continues to support major transportation agencies and operators across **North America** and **Globally**, including agencies with similar operational complexity to CTRMA, such as: TxDOT, TDOT, SRTA, DelDOT, VDOT, WSDOT, SANDAG, GDOT, LADOTD, and FDOT, and private concessionaires such as Cintra, Globalvia, and United Bridge Partners.

In Texas, we have partnered with TxDOT on the ITS Master Plan, Regional ITS Architecture, Corpus Christi ITS design, and the I-24 Smart Corridor providing familiarity with statewide coordination, Austin District processes, and regional delivery that influence CTRMA projects. Our experience spans the full toll system lifecycle, including planning, procurement, implementation, systems migration, integration and upgrades, operations, and long-term performance monitoring. We focus on reliability, revenue integrity, system performance, and customer experience, with an understanding of how tolling, back-office systems, and ITS are deployed and operate together as a single, integrated environment.

Our integrated tolling and ITS practice bring multidisciplinary experts across design, development, operations, and maintenance, delivering coordinated, cost-effective solutions that improve tolling efficiency, performance, and user experience through ITS, AI, data analytics, and emerging mobility technologies.

Arcadis has a strong and established presence in Texas, with multiple offices across the state and a team of 490+ professionals. Our teams have extensive experience working with TxDOT and regional and local mobility authorities, and familiarity with state standards, procurement practices, and operational priorities. This allows Arcadis to integrate quickly into CTRMA's environment and operate within existing delivery and coordination framework.

Our Mobility Advisory practice, integrates tolling and ITS expertise with digital and emerging technologies, including: ITS planning, design, and integration; AI and ML applications for traffic operations and incident management; evaluation and deployment of emerging technologies (including CAV infrastructure, edge computing, and advanced data platforms); ConOps, system architectures, and technology roadmaps; and program governance and procurement advisory.

WHY THE ARCADIS TEAM

We deliver tolling and ITS as one integrated system, protecting revenue, maintaining performance, and supporting CTRMA's delivery model across parallel projects and multiple vendors.

WHAT SETS ARCADIS APART

Built for CTRMA's Delivery Model. Arcadis understands how CTRMA operates between TxDOT and local agencies, coordinating with the GEC and delivering projects in parallel while maintaining system performance and revenue integrity.

Local and Texas Experience. Direct experience with TxDOT and Central Texas partners, including familiarity with state standards, procurement, and stakeholder coordination.

Proven Tolling at Scale. 30+ years delivering complete toll systems, 1,200+ lanes, 30 systems across 7 countries, $1.5B+ annual revenue, 500M+ transactions, 1,250+ miles of roadway.

From Strategy to Operations. Combines planning, design, systems integration, and operations to deliver solutions that perform beyond implementation

Proven Deployment Platforms.

- Travel-IQ ATIS with V2X for real time driver alerts and CV deployment.
- inSIGHT ATMS for system wide operations and decision support.
- inSIGHT AM for asset lifecycle management.

Industry Leadership. Active in IBTTA, ITS America, E-ZPass Group, and OmniAir, with cybersecurity practices aligned to PCI DSS, ISO, SOC and NIST standards.

Technical Advisor, Not Just Support. We provide independent oversight, early risk identification, and coordination across vendors, systems, and delivery partners.

Our services extend beyond tolling to broader mobility system performance, including traffic management, traveler information systems, parking strategies, and integrated corridor management. We work with agencies to advance AET, automated enforcement, and customer-facing platforms, with a focus on operational continuity & reliability across mission-critical systems.

What This Means for CTRMA

- Integrated delivery across tolling, ITS, and back-office systems
- Familiarity with TxDOT coordination and Central Texas delivery
- Early identification of risks where systems, data, and operations intersect
- Proven tools already deployed in real-world operations

Arcadis has assembled a team of highly qualified and trusted partners to deliver maximum value to CTRMA.

ASRI, an Austin based small business and established Arcadis teaming partner, brings expertise in systems integration and emerging transportation technologies through collaborations on H-GAC FIFA Scenario Planning and TxDOT CAT services for the Strategic Initiatives and Innovation Division, brings proven skills in systems integration and emerging technology deployment, capabilities essential for CTRMA's goals in innovative mobility and seamless technology adoption. **RS&H** and **Weris** provide balancing strengths aligned to CTRMA's needs. Our collaboration with RS&H on major TxDOT projects, such as the I-10 Feasibility Study and the SMART Sub-Regional CAV Planning Study, demonstrates our ability to deliver complex, multi-agency initiatives efficiently and effectively. RS&H expertise in back-office systems architecture, infrastructure coordination, and toll operations will directly support CTRMA's objectives for reliable, scalable, and interoperable tolling solutions. Weris, our partner on the VDOT Tolling program for over six years, brings advanced skills in dynamic pricing algorithms, modelling, simulation, and operational performance evaluation, enabling CTRMA to deploy sophisticated pricing strategies and make data-driven decisions.

Arcadis Entity Information

Arcadis U.S. Inc. is a corporation incorporated in the State of Delaware. *Arcadis North America, Inc.* is the 100% sole owner of Arcadis U.S., Inc.

Board of Directors:
John M. McCarthy - Chairman of the Board and Director
Wassim Selman - Director
Nilesh Parmar - Director
Alexander Rothchild - Director

Officers:
John M. McCarthy - President
Robyn Miller - Secretary

Company and Project Role	Relevance and Value to CTRMA
Arcadis: Experts in program management, systems, operations, and technology within the tolling and ITS space.	Provide program governance, systems integration oversight, and lifecycle continuity across tolling all tolling and ITS. Bring specialized capabilities in software development and advanced data analytics.
RS&H: Lead support for back-office systems architecture and operations, including digital systems integration and operational coordination	Expertise in back-office system architecture, operational workflows, and system integration, strengthening implementation, performance, and coordination across tolling and transaction processing systems
ASRI: Systems integration and emerging technology deployment, including ITS, and data integration	Provide technical depth, system integration, and emerging technologies, supporting implementation and interoperability
Weris: Experts in express lane modeling and simulation support for implementing a first-of-its-kind dynamic pricing algorithm	Provide advanced modeling and simulation to support dynamic pricing strategies, traffic performance evaluation, and operational decision-making

*Together, our integrated team combines **local experience**, **technical depth**, and a **history of successful delivery** on similar large-scale projects. We are fully prepared to meet CTRMA's priorities for innovation, operational excellence, and end-to-end program integration through coordinated and collaborative solutions across the life of the program.*

1.B Subconsultants

RS&H is recognized for its extensive expertise in tolling and technology, with a legacy that began alongside Florida's Turnpike in 1957. Over the decades, RS&H has continually adapted to industry advancements and client requirements, establishing itself as a trusted leader in toll program management, infrastructure design, and strategic planning. Their commitment to growth is reflected in the acquisition of key industry talent during the past ten years, which has enabled the firm to broaden its service offerings. Today, RS&H provides comprehensive support for toll operations, including implementation of toll systems, in-depth data analysis and reporting, development and management of business rules, policy assessment, customer service center support, and integration of back office systems. Their portfolio also encompasses ITS design, oversight of construction and installation, technology evaluation, and ongoing maintenance of roadside and back office systems. Through a tailored approach and a dedication to industry excellence, RS&H consistently empowers clients to achieve their objectives and deliver world-class service to their customers.

ASRI is an Austin-based transportation consulting firm specializing in emerging technologies in transportation engineering for public-sector projects. Led by Dr. John Song, ASRI brings over 25 years of experience supporting projects for CTRMA, the City of Austin, TxDOT, CapMetro, and other state agencies. ASRI provides expertise in traffic engineering, intelligent transportation systems, planning and advisory services for connected and automated vehicles, tolling system design, and program management services, delivering practical, implementable solutions tailored to local standards and conditions.

Weris is a consulting firm specializing in toll systems, data analytics, systems engineering, and program advisory for public sector clients. Since 2013, Weris has supported agencies in planning, evaluating, and optimizing tolling and ITS environments—covering roadside systems, back-office platforms, transaction processing, and data-driven decision support. The firm provides independent, technically rigorous assistance for mobility technology implementations, including architecture assessment, requirements validation, and performance evaluation. Weris delivers expertise in system testing, business intelligence, and lifecycle support from planning through operations. Notably, Weris has provided modeling, analytics, and validation for dynamic pricing and toll operations, such as VDOT's I-66 Express Lanes, and ongoing analytics that enhance revenue and operational efficiency. Operating under ISO-certified frameworks, Weris emphasizes analytical rigor and actionable insights to help agencies like CTRMA optimize tolling system performance.

RS&H Entity Information

RS&H, Inc. is a corporation.

Officer, Directors, or Partners:
Lisa M. Robert - Director, President, Chief Executive Officer
Amy N. Davis - Director, Executive Vice President, Chief Financial Officer, Treasurer
Marlon F. Starr - Executive Vice President, CLO, Corp. Secretary
Carlo Morgano, Jr. - EVP, CTO
Tara S. Wineinger - EVP, CPO
Rodney L. Bishop, Jr., EVP, Infrastructure Operations
Kirk E. Fauri - EVP, Construction Management Operations
James W. Hullett, Jr. - EVP, Business Growth Strategy
Christopher J. Roe - EVP, BD Leader
Andrew P. Wheeler - EVP, Buildings Operations

Local Address: 8240 N. MoPac Expressway, Suite 300, Austin, TX 78759

ASRI Entity Information

ASRI Technical Services LLC is a limited liability company.

Owner: Jiongjiong "John" Song

Weris Inc.

Weris Inc. is a corporation registered in Virginia as an S corporation

Owner: Zongwei Tao, President/Director

Weris is a designated small business**,** with the following certifications:

- National Minority Supplier Development Council (Capital Region)
- SWAM Certified in Virginia
- DB Certified by PennDOT

2 Respondent's Organization, Key Personnel, and Procedures

2.A Organizational Chart

Our organizational structure is designed to reflect CTRMA's interconnected technology environment, where tolling, ITS, back-office platforms, and data systems operate as an integrated ecosystem. Changes in one area—such as pricing, lane performance, transaction processing, or customer-facing systems—directly impact system performance, revenue, and the customer experience. The General Systems Consultant ensures continuity across systems, vendors, and the complete technology lifecycle. Our structure aligns with the four primary service areas outlined in the RFQ::

- **Tolling Strategic Planning and Innovation**
- **Tolling Systems Implementation and Technology**
- **Tolling Program Governance and Advisory**
- **Tolling Business Intelligence and Quality Assurance.**

Mahrokh Arefi will serve as Principal Officer, providing executive oversight, procurement advisory leadership, and escalation support. She will be the main point of accountability for Arcadis, lead coordination with the General Engineering Consultant (GEC), and ensure alignment with CTRMA's goals. With decades of relevant experience, Mahrokh will oversee quality control, stakeholder engagement, and escalation management. Arcadis will work closely with the GEC (CTRMA's primary day-to-day interface), while maintaining direct engagement with CTRMA as needed.

The four **Scope Area Leads will function as Project Managers** aligned to CTRMA's four service areas and serve as the primary points of delivery within their respective areas. Each Scope Area Lead brings targeted expertise aligned to CTRMA's service areas, providing focused leadership:

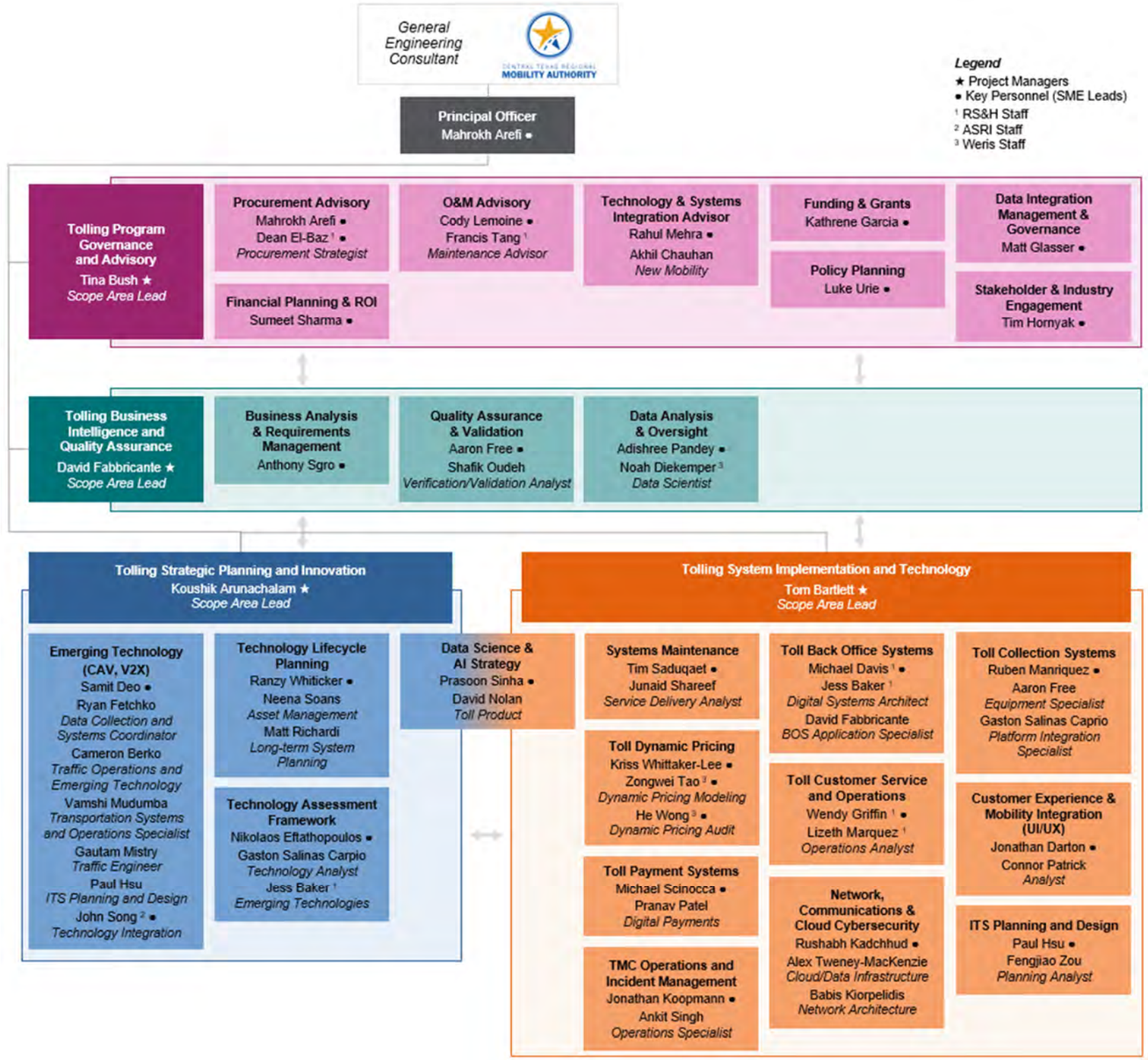
- Strategic Planning and Innovation: **Koushik Arunachalam**
- Systems Implementation: **Tom Bartlett**
- Program Governance: **Tina Bush**
- Business Intelligence and Quality Assurance: **David Fabbricante**

This structure empowers those closest to the work to make decisions, fostering flexibility while maintaining consistency and accountability across the program.

Consistent with the organizational structure, **Program Governance and Advisory** will establish the framework for decision-making, procurement, and alignment with CTRMA priorities. This includes maintaining continuity across initiatives, coordinating with stakeholders, and guiding implementation strategies so that projects remain consistent with long-term operational goals.

Business Intelligence and Quality Assurance will focus on delivering the data, validation, and performance tracking needed to inform decisions and confirm outcomes. This includes requirements management, system testing, revenue assurance, and ongoing performance monitoring across tolling, back-office systems, and ITS.

The named supporting technical specialists and subject matter experts will address specific project demands, working under the direction of the respective Scope Area Leads. They will collaborate across service areas, with governance and quality functions applied continuously to maintain consistency, reduce duplication, and support coordinated delivery. The Scope Area Leads will coordinate through Mahrokh to maintain clarity in roles and avoid duplication of responsibilities, with communication advancing to Atkins and CTRMA as appropriate.



2.B Key Personnel

Summary of relevant RFQ expertise and key personnel resumes are provided in **Appendix A-1**.

2.C Number of Staff

With 34,000 staff globally, and over 7,000 in the US, the Arcadis team has the local knowledge, international experience, skills, and team capacity to efficiently deliver the projects under this contract. Specific to the scope of this RFQ, the following staff are available to work on CTRMA projects from day 1. The table includes staff from Arcadis and our three subconsultants.

Specialty	#	Specialty	#
Toll Planning and Feasibility Analysis	8	Toll Advisory	12
Toll Systems Delivery	12	ITS Planning & Design	24
Toll and ITS (Mobility) Software Development	68	Emerging Transportation Technology	7
Toll Operations and Maintenance	9	Data Science, Integration and AI	8

2.D Quality Assurance and Quality Control

Arcadis places quality control QA/QC at the core of project delivery. Our ISO 9001-aligned QA program ensures independent oversight of all deliverables, including those from vendors/subcontractors, to confirm accuracy, completeness, and compliance with CTRMA standards. This process is integrated throughout all project phases and supported by executive oversight from **Project Principal Mahrokh Arefi**, who leads QA/QC reviews and periodic audits to maintain adherence to established requirements. Our **Culture of Quality** focuses on early issue identification, proactive verification, and getting work right the first time, minimizing rework, cost impacts, and delays across all partners.

Structured Multi-Level Quality Reviews: Arcadis applies a formalized, multi-step review process designed to provide independent oversight and rigorous quality verification of deliverables prepared by third parties. Reviews are done by qualified personnel outside original preparation, ensuring objectivity and a consistent focus on technical accuracy, completeness, constructability, and compliance with CTRMA requirements and applicable standards. Reviews include verification of deliverables against project requirements, design criteria, and system performance expectations, maintaining traceability from requirements through implementation. The process includes:

- *Milestone Reviews:* Formal QA checkpoints to evaluate vendor and contractor deliverables for completeness and readiness prior to submission.
- *Independent Peer Reviews:* Detailed technical and editorial reviews of third-party work products to confirm accuracy, consistency, and adherence to project criteria.
- *Constructability Reviews:* Engagement with construction and maintenance personnel, as applicable, to validate feasibility, identify field conflicts, and confirm practical implementation.
- *"Over-the-Shoulder" Reviews:* Real-time oversight of ongoing work to provide early feedback, prevent errors, and maintain alignment before finalization.

Through this structured approach, Arcadis serves as an independent quality gatekeeper, identifying deficiencies, inconsistencies, or risks in externally prepared deliverables and requiring resolution prior to acceptance, while supporting CTRMA in acceptance decisions. Quality is continuously monitored, with issues tracked through resolution and lessons learned applied to subsequent work. This includes validation of system interfaces, data flows, and performance across integrated ITS and tolling systems. Communication with CTRMA remains transparent, with formal change control applied to all scope modifications. Cost control is integrated with QA/QC through disciplined budget management and real-time tracking using Oracle E-Business Suite, supporting efficient and high-quality project delivery. This approach supports CTRMA's need for independent oversight across vendors, systems, and project phases while maintaining quality, schedule, and cost performance.

2.E Performance of CTRMA's Services

Arcadis delivers each Work Order through a disciplined, outcomes-driven approach aligned with CTRMA's mission to provide safe, reliable, and efficient mobility across Central Texas.

Our methodology ensures every task advances priorities such as financial stewardship, technology modernization, and customer experience. Each organizational lead serves as the Project Manager for their category, providing clear accountability for delivery, performance, and coordination across tolling, ITS, and mobility systems. Work Orders (Wos) focus on improving regional mobility, enhancing tolling experiences, strengthening revenue assurance, advancing safety and resilience, and enabling data-driven decision-making.

1. Work Order Initiation & Scoping

Each WO begins with a structured intake process to define scope, objectives, deliverables, schedule, staffing, and budget. Risks and success criteria are identified early to establish alignment with CTRMA priorities. The assigned organizational lead (serving as Project Manager) is accountable from initiation through completion.

2. Project Manager-Led Delivery & Integrated Mobility Solutions

Arcadis delivers services through a Project Manager (PM)-led model that integrates multidisciplinary expertise and mobility solutions. The PM serves as the single point of accountability for delivery, overseeing quality, coordination, and integration across tolling, ITS, and digital mobility efforts. Supported by Subject Matter Experts (SMEs), each domain is executed with technical rigor while remaining aligned within a unified program framework. This approach ensures consistency, interoperability, and innovation across systems, enabling efficient delivery, proactive issue resolution, and reliable, future-ready mobility outcomes for CTRMA. This approach supports interoperability, consistent delivery, and proactive issue resolution.

3. Program Management, Controls & Performance Assurance

All WOs follow a robust management framework with defined milestones, budget controls, risk management, QA/QC processes, and regular reporting. The organizational lead, acting as Project Manager, is responsible for performance, compliance, and delivery assurance within their area.

4. Financial Stewardship & Continuous Improvement

Arcadis applies disciplined cost management and performance tracking across all WOs. Data-driven insights and lessons learned are applied across Work Orders to enhance efficiency and value. Each organizational lead/Project Manager maintains financial accountability within their scope.

2.F Litigation

Arcadis U.S., Inc., and its related and affiliated North American entities (collectively, “Arcadis”), has various legal proceedings pending at any given time. Such claims are disputed and not reasonably expected to be adversely determined, applicable insurance is available, and/or such claims are not reasonably expected to materially impact the financial condition or the operations of Arcadis, nor will they affect Arcadis’ ability to fully perform the applicable services. These occurrences represent a nominal percentage of Arcadis’ total projects at a frequency understood to be commensurate with or below industry standards for companies of similar size doing projects of similar type and volume. Please see attached Arcadis Litigation History in **Appendix A-2**.

RS&H litigation is also provided in **Appendix A-2**.

Weris, Inc. and its proposed team members are not currently involved in, nor have they been involved in since January 1, 2024, any litigation, formal administrative proceedings, or investigations by any regulatory agencies.

ASRI is pre-approved by CTRMA for this RFQ.

2.G Contract Disputes with Public Agency Clients

Arcadis U.S., Inc., and its related and affiliated North American entities (collectively, “Arcadis”), perform thousands of contracts worth hundreds of millions of dollars annually. Arcadis does not track each and every contract dispute or which claims are in arbitration/mediation. Arcadis is only able to track complaints that are formally filed in the appropriate jurisdiction. Since January 1, 2024, Arcadis has had no public agency client complaints filed or resolved through a judicial process.

RS&H details are provided in **Appendix A-2**.

Weris, Inc. and its proposed team members have not been involved in any contract disputes with public agency clients that were resolved through a formal administrative or judicial process since January 1, 2024.

ASRI is pre-approved by CTRMA for this RFQ.

2.H Litigation, Complaint, or Filing Regarding Equal Employment, Discrimination, or Sexual Harassment

Arcadis U.S., Inc., and its related and affiliated North American entities (collectively, "Arcadis"), has various legal proceedings pending at any given time. Such claims are disputed and not reasonably expected to be adversely determined, applicable insurance is available, and/or such claims are not reasonably expected to materially impact the financial condition or the operations of Arcadis, nor will they affect Arcadis' ability to fully perform the applicable services. These occurrences represent a nominal percentage of Arcadis' total projects at a frequency understood to be commensurate with or below industry standards for companies of similar size doing projects of similar type and volume. Please see details in **Appendix A-2**.

RS&H confirms they have no responsive litigation, nor have we had any responsive claims regarding equal employment, discrimination, or sexual harassment that have been filed with a state authority or the EEOC since that date.

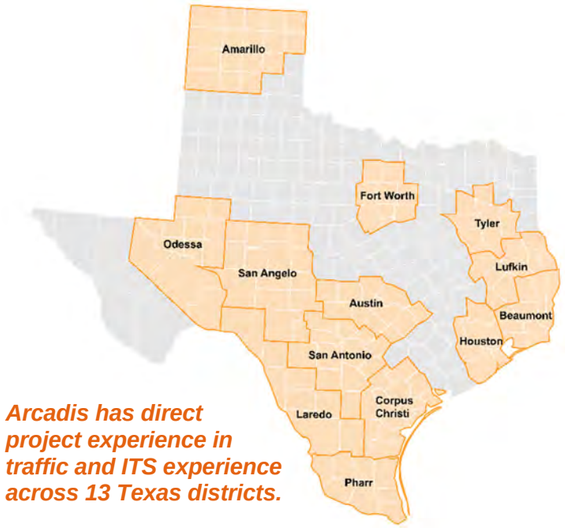
Weris, Inc. and its proposed team members have not been involved in any litigation, complaint, or filing regarding equal employment, discrimination, or sexual harassment since January 1, 2024.

ASRI is pre-approved by CTRMA for this RFQ.

3 Relevant Experience and Expertise

Arcadis brings the right people, proven processes, and innovative technology to help CTRMA address transportation mobility challenges, improve safety, drive economic development, enhance quality of life, and advance environmental goals. Our team combines deep Texas experience with national best practices, delivering tailored solutions that align with CTRMA's strategic priorities. In this section, we have highlighted projects most closely aligned with CTRMA's project priorities, detailing their technical scope, key personnel, and specific relevance. These illustrate how our expertise and lessons learned can benefit CTRMA from the outset.

The project matrix highlights the breadth of experience our team offers to CTRMA, with each project covering multiple categories outlined in RFQ sections 2.1 and 2.2. The following pages feature projects carefully selected to demonstrate our extensive local expertise in Texas (particularly with TxDOT) as well as our experience managing projects of similar scope and size throughout the US. Our subconsultants, RS&H, ASRI, and Weris, also contribute decades of tolling and ITS experience, with each one bringing experience in all scope areas noted in RFQ Section 2.1. All key staff noted within the project details were involved for the duration of the project.



Arcadis has direct project experience in traffic and ITS experience across 13 Texas districts.

	Section 2.1				Section 2.2																		
	Systems Implementation and Technology	*Strategic Planning and Innovation*	*Business Intelligence and Quality Assurance*	*Program Governance and Advisory*	*Network Communications*	*Back-office Sub-Project Implementation*	*Transaction Processing*	*Systems Testing*	*Toll Operations*	*Marketing & Communications (Ops/IT)*	*Express Lane Systems*	*Connected Vehicle Technology*	*Mobility Solutions*	*Shared-use Path*	*Intelligent Transportation Systems (ITS)*	*Software Development Management*	*General Consulting Services*	*Business Process Improvements*	*Financial Analyses*	*Feasibility Studies*	*White Paper Development*	*Industry / Best Practice Benchmark*
Arcadis Reference Projects																							
TxDOT ITS Master Plan and Regional ITS Architecture	●	●		●								●			●					●		
TxDOT Corpus Christi ITS Design	●		●		●										●							
VDOT General Toll Consultancy	●	●	●	●	●	●	●	●	●	●	●					●	●	●	●	●		●
SRTA Toll Integration and Systems Contractor	●	●	●	●	●		●	●	●		●				●		●	●				●
DRJTBC Tolling, Planning, and Engineering Support Services – AET Conversion and Assessment	●	●	●	●	●		●	●	●						●		●	●	●	●		
DRPA Toll Technology Assessment	●	●	●	●					●								●	●	●	●		●
SANDAG SR 11/Otay Mesa East Port of Entry ITS Tolling and Regional Border Management System		●	●	●	●				●				●		●		●	●	●	●	●	●
GDOT Interstate Broadband Program	●	●	●	●	●							●			●		●			●		●
TDOT I-24 Smart Corridor	●	●	●	●	●			●				●			●		●	●		●	●	●
RS&H Project Experience																							
NCTA Toll Operations On-Call	●		●	●	●	●	●	●	●		●	●	●		●	●	●	●	●			●
Golden Gate Bridge Highway, and Transportation District On-Call	●	●	●	●	●	●		●	●						●		●	●	●	●	●	●
MDOT SHA I-495 / I-270 Managed Lanes Program	●	●	●	●	●	●	●	●	●	●	●		●	●	●		●		●		●	●
ASRI Project Experience																							
TxDOT Mobility35 Austin GEC	●	●	●	●									●		●	●	●	●		●	●	●
TxDOT CAT Program	●	●	●	●									●		●		●			●		●
Weris Project Experience																							
VDOT: I-66 Inside the Beltway	●						●		●		●				●							
VDOT NextGen Traffic Operations	●	●							●			●	●		●							
PTC GeoAnalytics Work Orders			●	●											●	●		●				

ITS Master Plan and Regional ITS Architecture

Texas Department of Transportation

Arcadis developed comprehensive ITS Master Implementation Plans and Regional ITS Architecture for TxDOT's San Antonio District, working closely with the City of San Antonio, City of Corpus Christi, Bexar, Comal, and Guadalupe Counties, Corpus Christi MPO, VIA Metropolitan Transit, and local first responders to deliver integrated, regionally tailored solutions.

Project Category. Connected Vehicle Technology, Intelligent Transportation Systems (ITS), Feasibility Studies
Location. San Antonio district-wide, Texas, USA
Year. 2021 - 2024
Budget. $607K
Reference. Jorge Ramos, Project Manager
jorge.ramos@txdot.gov | 210-990-9175
Key Staff. Koushik Arunachalam, Program Manager; Paul Hsu, Project Manager; Samit Deo, Project Engineer; Sarath Gorthy, Project Engineer; Fengjiao Zou, Project Engineer

The Solution. Arcadis led the delivery of a clear, actionable roadmap to enhance regional mobility and connectivity. Technical contributions included:

- ✓ ***Strategic Planning*:** Defined a phased, five-year ITS deployment strategy aligned with regional objectives and transportation plans.
- ✓ ***Advanced Solutions:*** Designed projects for communication network expansion, traffic management, real-time traveler information, wrong-way driving detection, variable speed limit (VSL) candidates, integrated corridor management, incident detection, traffic signal optimization, and V2I deployments leveraging C-V2X technology.
- ✓ ***Systematic Cost Estimation:*** Provided detailed, high-level cost estimates for design and implementation to support informed investment decisions.
- ✓ ***ITS Architecture Development:*** Established a regional ITS Architecture that improved integration and future scalability of ITS infrastructure.
- ✓ ***Stakeholder Engagement:*** Engaged regional agencies and private partners through targeted outreach—including surveys, workshops, and follow-up meetings—to identify needs and deliver data-driven, tailored ITS solutions.

The Impact. Arcadis' innovative, scalable approach advanced ITS technologies and implementable solutions for the San Antonio District. By evaluating and recommending Connected Vehicle strategies, Arcadis positioned the District to respond to evolving mobility technologies and operational needs. Data driven analysis and stakeholder coordination helped prioritize improvements and define future projects that improved system reliability, integration, and adaptability. Additionally, Arcadis developed project goals and concepts of operations tied to measurable performance metrics for ongoing monitoring, evaluation, and reporting, establishing a strong foundation for ITS modernization and long-term operational efficiency.

Relevance and Value to CTRMA: Arcadis brings CTRMA a proven track record of technical excellence and innovative systems implementation. Our experience with complex ITS deployments—including integrated communications, advanced traffic management, and CV and V2X technology solutions equip us to deliver integrated modernization of CTRMA's tolling and mobility technologies. We specialize in translating emerging technologies into phased, actionable plans aligned with operational goals and future scalability. By embedding measurable performance metrics and focusing on future mobility trends, Arcadis will help CTRMA optimize system reliability, enhance user experience, and position the Authority at the forefront of transportation innovation.

Corpus Christi ITS Design

Texas Department of Transportation

Arcadis is providing comprehensive ITS PS&E design services to TxDOT for the hurricane evacuation route along I-37, delivering both enhancements to existing ITS infrastructure and deployment of additional equipment to achieve full coverage and support enhanced traffic/incident management capabilities.

Project Category: ITS
Location: Corpus Christi, Texas, USA
Year: 2022-2025
Budget: $1.2M
Reference: America Garza
Transportation Engineer Supervisor
america.graza@txdot.gov | 361-808-2490
Key Staff: Koushik Arunachalam, Program Manager; Paul Hsu, Project Manager; Sarath Gorthy, Project Engineer

The Solution. Arcadis led the design and delivery of complete ITS PS&E packages for approximately 80 miles along I-37 and connecting corridors (SH 358, SH 286), integrating continuous CCTV, 15 Dynamic Message Signs (DMS), 27 CCTV cameras, and 14 upgraded traffic signals. Key technical design highlights include:

- ✓ ***Redundant Fiber Optic Network:*** Developed a fiber optic ring topology to provide redundant data paths, enabling seamless operation in the event of primary equipment failure and allowing integration of communication HUBs via WAN. This network also facilitated the upgrade of four existing traffic signals from cellular to fiber connectivity.
- ✓ ***Advanced Device Integration:*** Deployed wireless communication using cellular modems for reliable ITS device connectivity, with comprehensive network diagrams and schematics for optimized system performance.
- ✓ ***Safety and Maintenance Enhancements:*** Incorporated metal beam guardrails at DMS clear zone locations per T-MUTCD standards, and designed concrete maintenance pads with flex base driveways (≤2% cross slope) for safe, efficient maintenance vehicle access.
- ✓ ***Stakeholder Coordination:*** Engaged early with railroad and utility stakeholders to secure timely approvals for equipment siting and power supply, and provided all required documentation—scope, plans, maps, TCPs, and construction sequences—for work near railroad rights-of-way. Supported completion of DR-0404-F forms for underground wireline crossings.
- ✓ ***Cost Efficiency and Reliability:*** Maintained focus on delivering reliable, cost-effective solutions through utility coordination, technology integration, and proactive risk mitigation.

The Impact. Throughout the project, Arcadis maintained strong collaboration with TxDOT, subconsultants, utility providers, and railroad companies by holding regular meetings and fostering open communication to proactively address issues. Our structured project management approach, meticulous design reviews, and continuous construction support, including shop drawing evaluation and prompt responses to RFIs, ensured each project phase was completed to high standards and on schedule and under budget.

Relevance and Value to CTRMA. Arcadis' proven design approach and ITS expertise align seamlessly with CTRMA's commitment to innovative, reliable, and future-ready mobility solutions. Our track record on large-scale ITS projects demonstrate our ability to deliver robust, maintainable systems—including network communications, DMS, CCTV, incident detection, and TMC integration—that support reliable traffic management. With Arcadis, CTRMA gains a partner who independently resolves technical challenges and delivers scalable, high-performance infrastructure with minimal client oversight.

General Toll Consultancy

Virginia Department of Transportation

Arcadis has advanced innovation and operational efficiency for VDOT's statewide tolling operations through strategic project management and technical expertise that modernize toll systems and improve long term performance. Our partnership improved tolling experiences for millions of drivers while supporting VDOT's goals for safe, reliable, and cost-effective transportation operations.

Project Category: Network Communications, Back-Office Sub-Project Implementation, Transaction Processing, Systems Testing, Toll Operations, Marketing & Communications (Ops/IT), Express Lane Systems, Software Development Management, General Consulting Services, Business Process Improvement, Financial Analysis, Feasibility Studies, Industry/Best Practice Benchmarking
Location: Virginia state-wide, USA
Year: 2004-Ongoing (50+ individual task projects completed from 2004-2023)
Budget. $15M+
Reference: David Caudill, Division Administrator, Toll Operations Division
david.caudill@vdot.virginia.gov | 804-786-2454
Key Staff: Tina Bush, Program Manager; Tom Bartlett, Project Manager; Sumeet Sharma, Financial Project Manager

VDOT manages one of the nation's most complex tolling networks, with $972M+ in toll revenues and annual budget of $30M+. It faces ongoing challenges in integrating new technologies, maintaining interoperability across 17 toll facilities, and ensuring responsive customer service for the E-ZPass system.

The Solution. As part of an ongoing master contract similar to this RFQ, Arcadis has delivered comprehensive, end-to-end support to VDOT **across more than 50 individual project task orders** spanning tolling operations, technology, policy, and financial management. We led the initiative to bring VDOT's back-office systems in-house, saving tens of millions of dollars and improving system responsiveness. We performed annual financial analyses, cost-benefit studies, and fee setting for E-ZPass and violation processing operations. Arcadis developed procurement strategies, authored RFPs, and supported contract negotiations for the statewide Customer Service Center and the I-64 Express Lanes Roadside System and Back-Office. We developed and implemented a custom middleware solution—VSP HOV Enforcement Tool—to capture, process, and transmit HOV occupancy data between field devices and back-office violation processing systems, supporting accurate citation issuance and court evidence requirements. Our experts provided technical oversight for system integration and commissioning, created innovative policies and business rules, and managed system testing and go-live verification. We also facilitated retail partnerships for cash account replenishment, mobile payments, pay-by-plate development, invoice design, O&M cost estimating, and P3 technical and contractual support. Additionally, we led the IAG E-ZPass Tag-Only Procurement project under the VDOT contract which entailed coordinating technical specifications, performance and warranty requirements, and test plans with the 14 multi-state stakeholders.

The Impact. Our efforts enabled VDOT to modernize its tolling systems, achieve substantial cost savings, and enhance operational control. Improved system integration and expanded payment options increased reliability and accessibility, while our leadership in procurement and multi-agency coordination ensured streamlined processes and robust interoperability—directly supporting CTRMA's goals for efficient, user-focused, and future-ready tolling operations.

Relevance and Value to CTRMA. Our work with VDOT directly aligns with CTRMA's goals for modernization, operational excellence, and customer service. We bring hands-on expertise in large-scale system integration, financial oversight, and innovative procurement, with solutions like in-house back-office transition, multi-agency interoperability, and expanded payment options that match CTRMA's priorities. With a disciplined approach to performance and continuous improvement, Arcadis is ready to deliver future-ready tolling solutions that drive measurable results and long-term value for Central Texas. Our leadership gives CTRMA a trusted partner ready to support both current needs and future advancements in tolling.

I-75/I-85 Electronic Toll Collection System

State Road and Tollway Authority

Arcadis has successfully completed Tasks 1–3 of the SRTA I-75/I-85 Electronic Toll Collection (ETC) System project. These tasks encompassed the development of the RFP, definition of technical requirements, and the selection of the Toll Integrator/System Contractor (TISC) in 2024. Arcadis provided comprehensive owner-side program management, procurement leadership, and technical design oversight to support SRTA throughout these critical early phases.

Project Category: Express Lanes Systems, White Paper Development, Network Communications, Industry/Best Practice Benchmarking, ITS
Location: Georgia, USA
Year: 2022-Ongoing (*individual project task orders 1, 2 and 3 completed in June 2025*)
Budget: $7.5M
Reference: Carlos Trias, Director
Project Management Office
ctrias@srta.ga.gov | 404-213-3566
Key Staff: Mahrokh Arefi, Project Principal; Ruben Manriquez, Roadside Technical Manager; Tom Bartlett, Host/OBO Specialist; Tina Bush, Training Lead; Rushabh Kadchhud, Network and System Security Specialist

The Solution. Arcadis led the development of a comprehensive procurement package for the new toll collection system, preparing detailed RFQ/RFP documents, technical service-level requirements, contract provisions, and evaluation criteria to guide the transparent and best-value selection of the TISC. Our technical oversight encompassed both the replacement of the roadside toll collection system and the implementation of a future-ready operational back-office platform, including advanced modules for trip-building and congestion pricing to optimize revenue and traffic flow. To support a smooth deployment, Arcadis conducted extensive inspections at 59 toll points and 445 ITS sites, including CCTV, vehicle detection, and travel time systems, to identify and address infrastructure deficiencies that could impact system integration. Throughout these phases, we facilitated coordination among multiple stakeholders and vendors, such as Georgia Tech, the Traffic Operations Center, and the Commercial Back Office provider, ensuring alignment and collaboration across the project. With the successful completion of the system Design phase under Tasks 3, Arcadis has established a strong foundation for subsequent integration, testing, and operational readiness activities that will continue in upcoming project.

The Impact. The new ETC system will deliver faster, more reliable toll transactions, reducing congestion and improving the daily commute for Georgia drivers. Advanced trip-building and congestion pricing modules will enable SRTA to optimize traffic flow and maximize revenue, supporting future transportation investments. The thorough infrastructure assessment and remediation process provides a smooth transition to the new system, minimizing risks and operational disruptions. Arcadis' comprehensive project management and technical oversight have provided SRTA with confidence in the system's performance, compliance, and long-term value. Ultimately, this project positions SRTA as a leader in tolling innovation, delivering a safer, more efficient, and customer-focused transportation network for the Atlanta region.

Relevance and Value to CTRMA. Our work with SRTA experience is directly applicable to CTRMA's modernization and interoperability goals. Arcadis offers proven expertise in complex procurements and transparent vendor evaluations, along with hands-on experience in infrastructure assessment, system integration, and multi-phase testing. Our team provides end-to-end project management, ensuring continuity and accountability from procurement through operations. This approach reduces risk, supports reliable and scalable solutions, and delivers long-term value, aligning with CTRMA's strategic objectives for future tolling initiative.

ETC and Tolling Consultant

Delaware River Joint Toll Bridge Commission

Arcadis has served as a tolling, planning, and engineering consultant to the DRJTBC through three consecutive contracts. Our team has delivered system auditing, procurement support, and technical guidance to modernize tolling infrastructure while preparing DRJTBC for the transition to AET across its facilities.

Project Category: Network Communications, ITS, System Testing, Transaction Processing, Toll Operations, General Consulting Services, Business Process Improvement, Financial Analysis, Feasibility Studies
Location: Pennsylvania, USA
Year. 2014-2026 (3 consecutive contracts - 15 Work Orders completed)
Budget: $1.5M
Reference: Charles Stracciolini
Program Manager
stracciolini@drjtbc.org | 267-394-6713
Key Staff: Rahul Mehra, Program Manager, Tina Bush, Project Manager; Ruben Manriquez, Technical PM; Tom Bartlett, Sr. Toll Specialist

The DRJTBC manages a complex network of bridges requiring reliable, efficient, and secure tolling operations to support high traffic volumes and ensure revenue integrity. The existing roadside toll collection, violation enforcement, and host systems needed modernization to address evolving technology standards and operational challenges. The Commission faced the challenge of selecting a system integrator who could deliver a high-performing solution within strict budget and timeline constraints.

The Solution. Arcadis provided comprehensive support to the DRJTBC, beginning with a thorough audit and analysis of the toll collection, violation enforcement, and host systems to identify operational gaps and opportunities for improvement. We developed the RFP and detailed cost estimates for the system replacement, serving as Technical Advisor throughout procurement and contract negotiations, which concluded within one percent of the projected cost. After system implementation, our team conducted a six-month post-Go-Live review, benchmarking transaction volumes, auditing system reports, and reconciling all toll and violation data with the New Jersey Customer Service Center (NJCSC) to ensure data accuracy and system performance. We also developed and evaluated cybersecurity strategies, including both cloud-based and on-premises monitoring options, to protect critical infrastructure. To support DRJTBC's transition to AET, we led feasibility assessments, evaluated operational and financial impacts, and created a comprehensive AET Implementation Plan that addressed E-ZPass adoption, cost reduction, leakage minimization, mobile payment apps, missed toll programs, and strategies for accommodating cash customers.

The Impact. Our efforts for DRJTBC resulted in transparent, data-driven decision-making, optimized system performance, and enhanced revenue protection. By providing procurement and implementation support, we enabled DRJTBC to modernize its tolling technology on budget and on schedule, while minimizing risk. Post-implementation audits ensured operational integrity and delivered actionable insights for continuous improvement. The forward-thinking cybersecurity strategy introduced by Arcadis strengthened protection against evolving threats to critical infrastructure, while the AET Implementation Plan established a path to expand payment options, improve toll collection operations, and reduce long-term operational costs. Across each phase of the program, Arcadis delivered solutions that improved user experience, operational efficiency, and the long-term sustainability of tolling operations throughout the region.

Relevance and Value to CTRMA. Arcadis's work with DRJTBC mirrors CTRMA's priorities for toll modernization, operational performance, and customer experience. Our DRJTBC deliverables—AET transition planning, cybersecurity enhancements, and expanded payment options—align with CTRMA's needs. With proven strengths in procurement, performance validation, and implementation planning, we can modernize infrastructure, improve operational coordination, and sustain a reliable, user-focused tolling system. Arcadis is ready to help CTRMA advance mobility initiatives with clear accountability and lasting value.

Toll Technology Assessment

Delaware River Port Authority

The DRPA sought to modernize toll collection across its four heavily trafficked bridges spanning Pennsylvania and New Jersey. Arcadis was engaged to conduct a comprehensive technology assessment and provide strategic recommendations to guide DRPA's tolling infrastructure upgrade.

Project Category: General Consulting Services, Business Process Improvement, Financial Analyses, Feasibility Studies
Location: New Jersey, USA
Year: 2019-Ongoing (Phase 1 completed 2019-2024)
Budget: $2.6M
Reference: Robert Hicks, COO
rphicks@drpa.org | 856-968-2284
Key Staff: Mahrokh Arefi, Project Director; Tina Bush, Project Manager; Ruben Manriquez, Technical Manager; Tom Bartlett, Toll Host Specialist; Gaston Salinas, Sr. Toll Specialist; Rahul Mehra, Technical Advisor

DRPA faced the challenge of replacing an aging toll collection system critical to managing daily traffic volumes efficiently and securely. The agency needed to evaluate operational, financial, and technical aspects of its current infrastructure to identify gaps and opportunities for modernization. Integrating new technologies while ensuring system reliability and interoperability across all four bridges presented a complex challenge. DRPA also required a thorough understanding of maintenance demands and back-office capabilities to support future operations. Additionally, stakeholder engagement and alignment with DRPA leadership were essential to define realistic functional requirements and project scope. The procurement process demanded clear, detailed RFP documentation and careful evaluation of vendor proposals to select the best-fit solution.

The Solution. Arcadis led a comprehensive technology and operational needs analysis, collaborating closely with DRPA leadership and stakeholders. We reviewed operational records, financial data, maintenance logs, and both back-office and field system components to assess infrastructure and identify enhancements. Leveraging our global tolling expertise, we evaluated emerging and existing technology options, delivering actionable recommendations to the DRPA Board. Based on Board direction, we developed and refined the Engineer's Estimate, authored detailed functional and technical RFP requirements, and supported RFQ development and vendor shortlisting. Arcadis facilitated pre-proposal meetings, conducted facility tours, and played a key role in proposal evaluations and contract negotiations.

The Impact. Arcadis' assessment positioned DRPA to transition toward a more modern and efficient tolling system capable of meeting current and future operational demands. The project strengthened DRPA's ability to manage high traffic volumes with improved accuracy and reliability, while advancing back-office integration and system design to reduce maintenance costs and operational risks. Our leadership in procurement management established clear vendor accountability and alignment with DRPA's operational goals. Ultimately, the project improved the tolling experience for the traveling public while supporting DRPA's mission to provide reliable regional transportation infrastructure.

Relevance and Value to CTRMA. The work Arcadis performed for DRPA aligns closely with what CTRMA is seeking: a partner that brings clarity, strategy, and practical experience to complex tolling initiatives. Arcadis provided DRPA with actionable insights, a clear implementation path, and well-defined requirements that strengthened procurement, improved decision making, and supported long term operational goals. This experience demonstrates our ability to translate operational challenges into practical solutions grounded in technical analysis, transparent processes, and coordinated implementation planning. With Arcadis, CTRMA gains an experienced advisor with the technical and operational understanding needed to advance tolling projects from planning through implementation and long-term operations.

SR 11/Otay Mesa East Port of Entry ITS Tolling and Regional Border Management System

San Diego Association of Governments

Arcadis is delivering the intelligent tolling and regional border management system for the SR-11/Otay Mesa East Port of Entry (OME POE), enabling binational toll collection on the U.S. side and integrated ITS operations that will cut border wait times dramatically and support expanded cross-border trade.

Project Category. General Consulting Services, Program Governance and Advisory, Toll Operations, ITS, Mobility Solutions, Financial Analyses, Feasibility Studies, White Paper Development, Industry/ Best Practice Benchmark
Location, California, USA
Year. 2022-2025
Budget. $2.4M
Reference. Alex Estrella, Strategic Technology Implementation Director alex.estrella@sandag.org |619-699-1928
Key Staff: Mahrokh Arefi, PM; Ruben Manriquez, Toll System Lead; Tim Hornyak, ITS Engineer; Tom Bartlett, Toll Host Specialist; Kathrene Garcia, Deputy PM

The OME POE and associated four-lane SR-11 toll road represent a major binational infrastructure effort to improve mobility, air quality, and economic activity across the San Diego–Baja California region. The program must integrate state-of-the-art tolling and ITS technologies across U.S. and Mexican jurisdictions while meeting complex policy, legal and operational requirements for interoperability. SANDAG and Caltrans required clear business rules, procurement strategies, and system requirements that align with both U.S. and Mexican agency needs. Delivering reliable revenue collection on the U.S. side while enabling cross-border operational coordination added technical and governance complexity.

The Solution. Arcadis has played a leading role in the ITS and tolling planning for the SR-11 / Otay Mesa East Port of Entry, collaborating closely with SANDAG, Caltrans, U.S. Customs and Border Protection, commercial freight interests, and Mexican agencies. The team developed a binational toll policy that meets both U.S. and Mexican regulatory and operational needs, completed detailed Concept of Operations and preliminary business rules, and defined high-level functional and technical requirements for ITS and tolling systems. This included specifying elements such as open-road tolling, variable toll message signs, CCTV, automated payment terminals, wait time sensors, and lane management systems, supported by detailed engineering estimates. Arcadis incorporated stakeholder input and regulatory constraints throughout design development and site selection activities.

The Impact. Arcadis has contributed to the design of the new Otay Mesa East Port of Entry (OME POE) that will relieve congestion along the California-Baja California border, bringing wait times down from more than 2 hours to an average of 20 minutes. This tolled crossing will support commercial and passenger vehicle traffic and is unique in that development of the crossing is a collaborative effort between SANDAG, Caltrans as state/regional agencies and SICT (Mexico DOT). OME POE will facilitate binational trade amounting to $SO+ billion on each side of the border plus benefits to both nations' GDP, labor income, and employment.

Relevance and Value to CTRMA. The project demonstrates how successful coordination among multiple agencies and stakeholders, combined with the integration of advanced ITS and tolling technologies, can result in more efficient, user-friendly, and resilient transportation infrastructure. For CTRMA, this experience offers a proven blueprint for implementing open-road tolling, dynamic messaging, and real-time traffic management solutions, key elements for enhancing mobility and customer service across Central Texas corridors. Additionally, Arcadis' expertise in aligning system design with regulatory, operational, and physical constraints mirrors the challenges CTRMA faces in its rapidly growing and evolving region. By leveraging these best practices, CTRMA can optimize its own projects to reduce congestion, improve safety, and support regional economic growth.

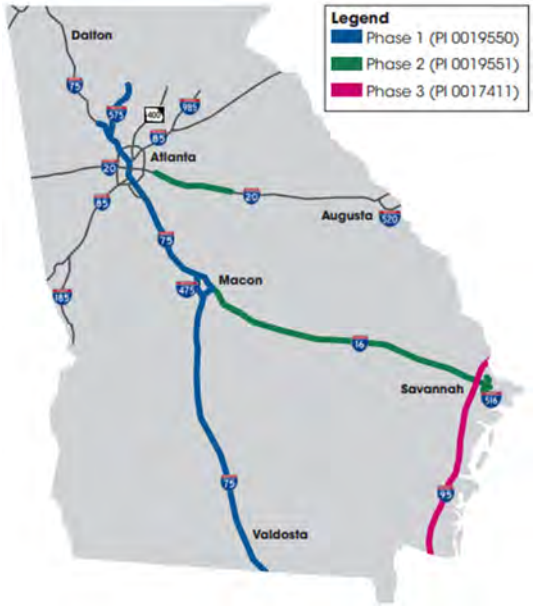
Statewide Vehicle-to-Everything (V2X) & Broadband Deployment

Georgia Department of Transportation

Arcadis supported GDOT in delivering one of the nation's most comprehensive statewide V2X and broadband deployments to enhance incident detection, traffic operations, and future mobility readiness.

Project Category. Connected Vehicle Technology, ITS, Feasibility Studies
Location. Georgia, USA
Year. 2018-2023
Budget. $2.87M
Reference. Ben Lempke, GDOT PM, Major Projects Program Manager
blempke@dot.ga.gov | 404-679-8715
Key Staff. Vamshi Mudumba, Deputy PM & Technical Lead; Ranzy Whiticker, Senior ITS Engineer

The Solution. As Program Manager, Arcadis provided systems engineering leadership and technical oversight for GDOT's statewide V2X and broadband initiative, guiding the deployment of over 600 roadside units and a dual 288-strand fiber optic network along Georgia's interstates. Arcadis managed all aspects of project delivery, including comprehensive documentation, Concept of Operations, Systems Engineering Analysis, technical requirements, cybersecurity guidelines, and special provisions as part of multiple completed task orders. The team developed a public-private partnership framework to ensure long-term operations and fiber commercialization, led design reviews and construction-phase services, and coordinated closely with all stakeholders (GDOT, FHWA, private partners, design-build teams) to maintain interoperability, regulatory compliance, and alignment with GDOT's strategic objectives. This program management approach ensured operational resilience, sustainable funding, and a scalable model for future deployments.



The Impact. Arcadis's leadership enabled GDOT to develop a robust, future-ready V2X communications backbone, supporting real-time data exchange and statewide operational resilience. The dual-fiber strategy enhances network reliability and provide a sustainable model for long-term operations and fiber commercialization. By standardizing technical requirements, integrating cybersecurity, and ensuring national compliance, Arcadis delivered a scalable, interoperable connected vehicle infrastructure. Innovative construction methods—including micro-trenching, micro-ducts, and bridge attachments for conduit runs—avoided long underwater crossings, federal lands, and historic sites, minimizing environmental impacts, streamlining permitting, and reducing deployment risks. Proactive stakeholder engagement and thorough documentation set a new standard for statewide ITS and V2X deployments—improving corridor safety, operational efficiency, and technology advancement for GDOT and its partners.

Relevance and Value to CTRMA Arcadis offers CTRMA advanced technical expertise in emerging ITS and V2X technologies, with a proven ability to deliver resilient, high-capacity communication networks and robust cybersecurity. Our innovative construction methods and rigorous systems engineering minimize environmental impacts, streamline permitting, and reduce deployment risks. By ensuring scalable, interoperable, and future-ready solutions, Arcadis supports CTRMA's connected vehicle and express lane initiatives—delivering measurable improvements in safety, reliability, and operational performance while actively mitigating technical and implementation risks.

ITS On-Call Services I-24 SMART Corridor Operations & Maintenance

Tennessee Department of Transportation

Arcadis supported TDOT in delivering the I-24 SMART Corridor, a nationally recognized model for Integrated and Active Corridor Management. Spanning 28 miles of freeway and 58 miles of arterials, the project deployed advanced ITS and signal technologies to actively manage traffic in real time. This initiative enhanced system reliability and improved multi-agency coordination, with measurable gains in safety and mobility.

Project Category. Connected Vehicle Technology, ITS, Systems Testing, General Consulting Services, Business Process Improvement
Location. Tennessee, USA
Year. 2020-2023
Budget. $3.5M
Reference. Josh Brown, Director Traffic Operations Division
joshua.brown@tn.gov | 615-253-4541
Key Staff. Ranzy Whiticker, Senior ITS Engineer; Matthew Richardi, TMC Operations Lead

The Solution. Arcadis provided ITS operations and maintenance support for the I-24 SMART Corridor under TDOT's ITS Design On-Call Contract, collaborating with TDOT Traffic Operations, research partners, and local agencies. Arcadis developed the Concept of Operations for lane control signs, variable speed limits, full-color DMS, CCTV, advanced detection, signal controllers, and CV2X devices along the corridor. As part of the Integrated Corridor Management implementation, Arcadis coordinated closely with the Southwest Research Institute (SwRI) to define operational needs and support development of specialized ICM modules for lane control, variable speed limits, and arterial traffic signal timing plan implementation. Our embedded traffic management center staff conducted extensive pre-production testing, identifying and resolving system defects and integration issues in collaboration with SwRI. Arcadis collaborated as a unified team with TDOT, SwRI, Vanderbilt University, and other consultants throughout implementation. To support long-term operations, Arcadis developed Operations and Maintenance policies, Standard Operating and Maintenance Plans, Standard Operating Guidelines for all system assets, and incident management signal timing plans, including 112 timing plans supporting 28 diversion scenarios. Arcadis embedded experienced staff at the TDOT Region 3 Traffic Management Center to support daily ITS operations, monitoring, troubleshooting, maintenance coordination, and stakeholder training. We also developed an Integrated Corridor Management dashboard to track system performance and effectiveness.

The Impact. Arcadis enabled TDOT to launch its first Integrated and Active Corridor Management program, creating a repeatable model for smart corridors statewide. Rigorous pre-deployment testing and close collaboration with research partners minimized risk and ensured system stability. Standardized procedures, embedded TMC support, and continuous performance monitoring enhanced incident response, agency coordination, and corridor reliability—resulting in a 14% reduction in crashes and improved travel time reliability.

Relevance and Value to CTRMA. This project directly aligns with CTRMA's need for a General Systems Consultant providing independent oversight, systems testing, and operational governance for advanced transportation technologies. Arcadis's embedded TMC role, along with responsibility for ConOps development, operational policies, testing, and performance monitoring, mirrors the owner-side support CTRMA requires for ITS, express lanes, and tolling systems. The I-24 SMART Corridor showcases Arcadis's expertise in managing multi-vendor environments, coordinating with research partners, and validating complex systems—capabilities essential for CTRMA's tolling, ITS, and connected vehicle initiatives where reliability, interoperability, and measurable performance are critical.

4 Active and Planned Projects

Arcadis is a global organization comprised of 32,000 professionals who support over 40,000 projects of varying scales and complexities. With multidisciplinary expertise the company manages numerous significant initiatives at any given time; however, most are not pertinent to the scope of work of this RFQ. Below is a summary of the major active projects involving the Tolling, ITS, and related teams relevant to this RFQ. Our team is highly experienced in overseeing concurrent projects to provide successful outcomes, and the Principal Officer Mahrokh Arefi and Scope Area Leads and Project Managers will be accountable for allocating adequate resources to fulfil the requirements of projects under this contract.

Project Name	Estimated Completion Year	Key Personnel and % Dedication
TxDOT Austin Signal Operations	2029	Samit Deo – 20% Koushik Arunachalam – 10%
TxDOT Cooperative Automated Technology (CAT)	2031	Luke Urie – 10% Koushik Arunachalam – 10% Samit Deo – 15%
DRPA Toll Technology Assessment	2027	Tina Bush – 10% Ruben Manriquez – 20% David Fabbricante – 20%
SRTA	2028	Mahrokh Arefi – 10% Ruben Manriques -15% Tom Bartlett – 15%
VDOT On-Call Tolling Consultant Services	2028	Tina Bush – 5% Tom Bartlett – 20% Sumeet Sharma – 20%
SR 11/Otay Mesa East Port of Entry ITS Tolling and Regional Border Management System	2026	Mahrokh Arefi – 10% Ruben Manriquez – 10% Kathrene Garcia – 20% Tim Hornyak – 20%

5 HUB and DBE Participation

Arcadis is strongly committed to diversity, equity, and inclusion across its global workforce and leadership. As of 2024, women represent nearly 40% of Arcadis' global workforce, and women hold 23.9% of senior management positions – **most notable our recently appointed CEO, Heather Polinsky**. The Executive Leadership Team is 37.5% female, and the Supervisory Board achieves full gender balance at 50% women. Arcadis supports five global Affinity Groups (Gender, Access & Neurodiversity, Ethnicity & Heritage, Age, and Pride) to ensure minority and underrepresented voices are included in decision-making and talent development. The company has also been recognized externally as a top employer for women, reflecting its ongoing commitment to fostering a diverse and inclusive environment at all organizational levels.

Appendix A-1

Key Personnel Resumes

Team Expertise on RFQ Scope and Potential Projects

Arcadis with RS&H, ASRI, and Weris offer decades of specialized experience. The following table highlights the expertise of key team members, covering the range of services and potential projects outlined in the RFQ.

Legend:

- ● Primary Area of Expertise/Experience
- ○ Close Familiarity/Experience

RFQ Scope/Potential Projects	Mahrokh Arefi	Tina Bush	David Fabbricante	Koushik Arunachalam	Tom Bartlett	Samit Deo	John Song	Ranzy Whiticker	Nikolaos Efthathopoulos	Prasoon Sinha	Tim Saduqaet	Michael David	Ruben Manriquez	Kriss Whittaker-Lee	Zongwei Tao	He Wong	Wendy Griffin	Jonathan Darton	Michael Scinocca	Rushabh Kadchhud	Paul Hsu	Jonathan Koopmann	Dean El-Baz	Cody Lemoine	Rahul Mehra	Kathrene Garcia	Matt Glasser	Luke Urie	Tim Hornyak	Sumeet Sharma	Anthony Sgro	Aaron Free	Adishree Pandey
2.1 General Scope of Services																																	
Systems Implementation and Technology	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	○	●	●		●	●		●	●	○		●	●	○
Strategic Planning and Innovation	●	●	○	●	○	●	●	●	●	●	○	●	○	○	●	●		●		○	●	●	●		●	●	●	●	●	●	○	○	○
Business Intelligence and Quality Assurance	●	●	●	●	●	●	●	●	●	●	○		○	●	●	●	●	●	○				●	○	●	●		○	●	●	●	●	●
Program Governance and Advisory	●	●	●	●	○	●	●	●	●	●	○	●	●	○	●	●	●	●		○		●	●	●	●	○	●	●	○	●	●		
2.2 Potential Projects																																	
Network Communications			○				●			●			○	●	●	●		●	●	●									○		○	○	
Back-office Sub-Project Implementation	●	●	●				○	●		●			○	●	●	●		●	●						●		●				●		
Transaction Processing		●	●		●					●		●	○	●	●	●		●							●						●	●	○
Systems Testing	●	●	●		●		●	●	●	●		●	●	●	●	●		●	○		●		●	●	●			●			●	●	○
Toll Operations	●	●	●		●		○			●	●	●	●	●	●	●									●						●	●	○
Marketing & Communications (Ops/IT)		○					○							●	●							●			●								
Express Lane Systems	●	○			●		○				●	●	●	●	●	●			○	●		●											
Connected Vehicle Technology			○	●	●	●	●	○	●	●		●	●		●			●			●	●					●	●	●	○	○	○	
Mobility Solutions		○		●		●	●	○	●	●	●				●	●		●				●			●	○	●	●	●	○			
Shared-use Path							○										●											●					
Intelligent Transportation Systems (ITS)	●	○			●		●	●	●		●	●	●	●	●	●	●	●	●		●	●		●	●	●	●	●	●			●	○
Software Development Management			●				●	●			●			●	●	●	●	●	●			●			●		●						○
General Consulting Services	●	●					●	●	●					○	●	●	●					●	●	●	●	●	●	●	●		●		
Business Process Improvements		●						○	●		○		●		●	●	●		●	○			●	●	●		●	●		●	●		●
Financial Analyses		●						○	●		○		●	○	●		●	●					●		●			○		●			
Feasibility Studies	●	●					●	○	●			●	○	○	●	●						●			●	●		●	●	●			
White Paper Development	●	●					●	○	●		○	●	○	○	●					○		●	●		●	●	●	●	●	●	●		●
Industry / Best Practice Benchmark	●	○	●		●		●	○	●		○	●	●	○	●	●		●	●	●			●		●	●		●	●	●	○	●	

Key Information

Core Skills

- Program Management
- Transportation Technology
- Mobility Planning and Pricing
- Tolli and Transit Systems and Operations

Education & Qualifications

- B.S., Mechanical Engineering
  Washington State University

Licenses & Certifications

- Professional Engineer; Washington State, US
- Professional Engineer; British Columbia, Canada
- International Bridge Tunnel and Turnpike Association
- ITS America
- Mileage Based User Fee Alliance

Why Mahrokh?

- Tolling and mobility systems leader with demonstrated capabilities to build public and stakeholder support.
- Deep expertise in strategic and operational integration.
- Decades of experience as a trusted program leader for complex environments.

Mahrokh Arefi PE

Principal Officer

Mahrokh brings more than 25 years of experience in strategic transportation technology, tolling and road pricing policy, and mobility program development.

Mahrokh is the Practice Group Lead – Revenue Systems for Arcadis North America. Her career has focused on helping public agencies plan, define, and implement complex mobility and revenue systems for high-profile, operationally critical facilities, with a consistent emphasis on improving mobility, system performance, and long-term operational outcomes. She has demonstrated capabilities to build public and stakeholder support and implement complex and controversial infrastructure and mobility programs that meet the wide range of customer and stakeholder needs, best design practices and operational requirements. She brings decades of expertise in problem solving managing complex political and diverse cross-functional teams on large-scale local and global tolling projects. She is a true program leader with people management capabilities to guide the project team, stakeholders, and consultants to successful project delivery.

Project Experience

NextGen Express Lanes Toll Collection System

State Road & Tollway Authority, Georgia, 2022-Ongoing

Mahrokh serves as the Project Principal representing SRTA for the implementation of a next-generation toll collection system on I-75 and I-85 in the greater Atlanta area. She provides project oversight, including review and approval of vendor documentation and deliverables to ensure compliance with contract requirements, standards, and SRTA objectives. Involved for full project duration

Scope Relevance: ☑ **2.1.1** ☐ 2.1.2 ☑ **2.1.3** ☐ 2.1.4

Statewide Tolling Operations & Technical Support

Virginia Department of Transportation, 2004-Ongoing

Mahrokh is the policy, management, and technical adviser. She assisted the team in the latest task order for preparation of a technical Request for Proposal (RFP) for provision of roadside Toll Collection System and Engineering Cost Estimate. Full involved for last 4 years since joining Arcadis.

Scope Relevance: ☐ 2.1.1 ☐ 2.1.2 ☐ 2.1.3 ☑ **2.1.4**

Project Experience Continued

Golden Gate Bridge Information Systems (IS) Review and Roadmap,

GGBHTD, San Francisco, 2023

Serving as Project Director for an Information Systems (IS) Assessment for the Golden Gate Bridge Highway and Transportation District, overseeing the evaluation of enterprise systems to assess effectiveness, integration, and operational readiness. Led development of a prioritized roadmap identifying system gaps, inefficiencies, and data management challenges to support informed technology investments and improved system integration and scalability.

Scope Relevance: ☐ 2.1.1 ☑ **2.1.3** ☑ **2.1.2** ☑ **2.1.4**

Toll Technology Assessment

Delaware River Port Authority (DRPA), 2018-Ongoing

Mahrokh serves the Project Director overseeing TransCore's delivery of the roadside system. Arcadis is serving as the Delaware River Port Authority's (DRPA) Owner's Engineer for the implementation of the system, building on its earlier technology assessment.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☐ 2.1.2 ☑ **2.1.4**

San Diego Regional Boarder Management System

SANDAG, San Deigo, 2022-Ongoing

Mahrokh is the Project Manager for the SR 11/Otay Mesa POE program overseeing the tolling, ITS and CVEF activities, led by the program team members. She is responsible for the border wait time management and toll dynamic pricing. The consultant team will support SANDAG during design, procurement, implementation, and operation of several ITS, regional Border Management and Toll system for the successful opening of the new border crossing.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☑ **2.1.2** ☐ 2.1.4

Statewide Road Usage Charge (RUC) Program

Utah Department of Transportation (UDOT), Utah, 2020

Utah's RUC system is a voluntary program that allows alternative-fuel vehicle owners to choose a per-mile fee at annual registration in place of a flat charge. Mahrokh led emovis's successful proposal and subsequently served as Project Director, overseeing delivery of the technology, account management, and operations for this first-of-its-kind statewide program. Launched in January 2020, it is Utah's first operational road-user charging program for electric, plug-in hybrid, and hybrid vehicles, with per-mile charges capped at the equivalent of the standard flat fee.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☑ **2.1.2** ☑ **2.1.4**

Clipper Customer Service (CSC) Operations,

Metropolitan Transportation Commission (MTC), Bay Area, CA, 2021

Served as commercial and operational adviser for the preparation of MTC's Clipper Customer Service Center (CSC) Operations Request for Proposal (RFP), leading development of technical and operational requirements, payment structures, and performance-based incentives and disincentives informed by industry best practices. Continues to advise on technical and operational transition planning to support successful system implementation.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☑ **2.1.2** ☐ **2.1.4**

Tina Bush MP.A.

Tolling Program Governance and Advisory Scope Area Lead

Tina is an accomplished transportation professional with 30+ years of customer service experience and 20 years specializing in electronic toll collection systems

Tina's experience includes design, implementation, and operations. With over a decade as a Project Manager, Tina is recognized for high-level leadership in program governance, procurement development, operations and maintenance oversight, technical documentation, and industry benchmarking for major tolling agencies nationwide. Tina excels at assembling and leading multidisciplinary teams, guiding clients through every project phase from initial assessments and strategic planning, to procurement, launch and continuous improvement. Her expertise spans operational assessments, business rules. SOPs, training, technical writing, and stakeholder engagement, and delivering actionable solutions that optimize performance, compliance and innovation.

Key Information

Core Skills

- Tolling System Design
- Transportation Operations
- Tolling Operations

Education & Qualifications

- Master of Public Administration Seattle University,
- Bachelor of Public Administration Seattle University

Licenses & Certifications

- Project Management Certificate, Villanova University

Why Tina?

- Extensive, Relevant Leadership: With over 20 years managing projects for VDOT, DRPA, DelDOT, and the E-ZPass InterAgency Group
- Proven Program Governance and Operational Oversight: with a strong track record leading complex procurements, developing business rules, and overseeing operations.
- Effective Stakeholder Engagement and Practical Innovation: Tina excels at building consensus among diverse teams and translating strategic objectives into actionable solutions.

Project Experience

On-Call Toll Consulting Services

Virginia Department of Transportation, 2013-Ongoing (50+ project task orders completed)

As Program/Project Manager, Tina oversaw operational, technical, and policy support for VDOT's E-ZPass back-office system and operations. She led development of the CSC RFP, reviewed vendor deliverables, reviewed CSC and VPC system manuals and vendor maintenance plans, and coordinated agency sign-off to confirm operational readinesss. Tina also managed website and IVR design/testing, facilitated stakeholder consensus, analyzed violation processes for efficiency, and developed business requirements, invoice templates, IVR scripts, and testing scenarios for MWAA's conversion to AET. Tina has been involved for the project duration.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.2 ☑ **2.1.3** ☑ **2.1.4**

Project Experience Continued

Toll Technology Assessment

Delaware River Port Authority (DRPA), Delaware, 2018-Ongoing (Phase 1 completed June 2024)

Tina served as Project Manager for Phase 1, leading a comprehensive assessment of DRPA's tolling operations, technology, and business rules—including roadside systems, back-office, and maintenance processes. She coordinated stakeholder and vendor interviews, conducted a needs analysis, and evaluated current operations to identify opportunities for improvement and increased efficiency. Tina developed actionable recommendations and managed the entire procurement process: drafting the RFP, working closely with DRPA's procurement department, responding to vendor questions, facilitating proposal evaluation and scoring, and supporting contract negotiations with the selected vendor.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☑ 2.1.4

US-301 All Electronic Tolling Integration Oversight

Delaware DOT, Delaware, Duration: 2017-2024

Arcadis was responsible for providing consulting services for the procurement, implementation and oversight of an AET system for a new highway. Tina directed development of AET business rules, invoice and violation templates, and customer communications for US-301. She coordinated contract deliverables, reviewed O&M and continuity plans, validated transactional data and AET reports, and trained both DelDOT and independent audit teams on E-ZPass/AET reconciliation.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☑ 2.1.4

IAG E-ZPass Group Next Generation Technology Consultant

E-ZPass InterAgency Group, Virginia, 2020-2023

Arcadis was responsible for the development of an RFP and procurement support for new AVI Readers and Transponders and integrating a qualification and validation process that allows for equipment from multiple firms to be available for purchase by E-ZPass Group Members. Tina managed the RFP and procurement process for new AVI Readers and Transponders, coordinating with 34 agencies in 19 states, legal counsel, and task force committees. She facilitated industry benchmarking, technical and pricing documentation, and multi-agency consensus on requirements.

Scope Relevance:	☑ 2.1.1	☐ 2.1.3
	☑ 2.1.2	☑ 2.1.4

Mobile Tolling App Procurement Support

Globalvia, Virginia, 2019-2020

Arcadis was responsible for investigating system options that met the high-level concept of the mobile app as developed by Globalvia; developing a system architecture based on selected options and the high-level concept along with corresponding business rules; writing software requirements to be used by the software developer(s); evaluating the proposed design against the architecture and requirement; monitor system testing and support planning and execution of the mobile tolling application deployment. Tina led the investigation and selection of system architecture, business rules, software requirements, and operational processes for a new mobile tolling app, ensuring timely completion of deliverables, stakeholder coordination, and alignment with operational needs.

Scope Relevance:	☑ 2.1.1	☐ 2.1.3
	☑ 2.1.2	☑ 2.1.4

Key Information

Core Skills

- Toll systems engineering and design
- QA/validation and commissioning testing
- Contract and compliance oversight
- Vendor management
- System integration
- Risk management
- Technical documentation
- Client liaison

Education & Qualifications

- B.S. Computer Science, SUNY Old Westbury
- A.A.S. Mechanical Engineering, CUNY New York

Why David?

- Decades of experience in tolling spanning both system integrator and owner's representative roles
- Deep experience in back-office and roadside systems (AET, ORT, managed lanes)
- Proven leader in QA/IV&V, vendor oversight, and program governance

David Fabbricante

Tolling Business Intelligence and Quality Assurance Scope Area Lead

David has over 25 years of experience in toll system engineering, software development, and program management.

His career spans the full lifecycle of electronic tolling systems, including open road tolling (ORT), all-electronic tolling (AET), managed lanes, and customer service center back office solutions, serving both public agencies and leading system integrators. Recognized as a trusted technical advisor, David has supported major tolling initiatives across the United States and abroad, including projects for the NYSTA, PANYNJ, NYSBA, Florida Turnpike Enterprise, and the MTA. His expertise covers system design, software integration, QA and commissioning testing, and contract compliance oversight. Currently a Senior Toll System Analyst at Arcadis, David provides consulting services that bridge engineering, software, and operational domains. His work has been instrumental in guiding agencies through large-scale system replacements, such as the New York Replacement Customer Service Center Back Office and Congestion Pricing System for Lower Manhattan. Throughout his career, David has held key technical and leadership roles with JAFA Technologies, Conduent, CDM Smith, and Intrans Group, managing cross-functional teams and delivering mission-critical software for complex toll collection environments.

Project Experience

Next Generation Roadside Toll Collection System Implementation

Delaware River Port Authority (DRPA), 2025-Ongoing

As the Integration Lead, David led end-to-end integration of the DRPA roadside toll system with the Conduent BOS, overseeing interface design, data mapping, and validation to ensure seamless data exchange and reliable transaction processing. Coordinate with back-office and Conduent teams to execute integration and UAT, resolve defects, and ensure full end-to-end system functionality.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.2 ☑ **2.1.3** ☐ 2.1.4

Project Experience Continued

New York Replacement Consolidated Customer Service Center Back-Office System*

Multi-Agency Initiative, 2021-2025

Supported a multi-agency initiative involving the MTA, NYSTA, PANYNJ, and NYSBA. Served as Senior Tolling Consultant to the vendor, providing comprehensive deliverables to participating agencies. Responsibilities included developing requirements, business rules, design criteria, and operational frameworks for the back-office system. Additionally, contributed to the implementation of the new Congestion Pricing System in Lower Manhattan as part of the overall replacement program.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☐ 2.1.2 ☐ 2.1.4

Customer Service Center Back Office*

Maryland Transportation Authority, 2016–2017

Served as Senior System Engineer, contributing to the development of design documentation and facilitating direct interaction with the client to ensure requirements were fully understood and met.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☐ 2.1.2 ☐ 2.1.4

Cashless Tolling Study*

MTA (New York Metropolitan Transportation Authority), 2008–2009

Served as Tolling Consultant, researching alternative payment solutions for unbanked customers as part of the agency's transition toward cashless tolling.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☑ **2.1.2** ☐ 2.1.4

New York Legacy Customer Service Center Back Office*

MTA, NYSTA, PANYNJ, NYSBA, 2017-2021

Supported the implementation of All-Electronic Tolling (AET) on the New York State Thruway, while also assisting with lane turnover and decommissioning activities at the George Washington Bridge. Delivered critical project documentation including the Report Description Document and Data Dictionary, among other key deliverables. Led and participated in client and internal team meetings to monitor project progress, manage task execution, and oversee change order status.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☐ 2.1.2 ☐ 2.1.4

Next-Generation Customer Service Center Back Office & Roadside Equipment*

Maryland Transportation Authority, 2008–2016

Supported development of the next-generation CSC Back Office and roadside systems. Responsibilities included attending agency and client design meetings, contributing to system documentation, and monitoring project status.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☐ 2.1.2 ☐ 2.1.4

I-95 HOT Lane Conversion*

Florida Turnpike Enterprise, 2010–2011

Served as Tolling Consultant, participating in Factory Acceptance Testing (FAT) and System Operational Testing (SOT) to validate system functionality prior to launch.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☐ 2.1.2 ☐ 2.1.4

* Designates project involvement prior to joining Arcadis.

Key Information

Core Skills

- TSMO
- CAV
- Emerging Technologies
- Systems Engineering
- PS&E Development
- Data Science
- Stakeholder Engagement

Education & Qualifications

- Data and AI Strategy, MIT
- MS, University of Cincinnati
- BS, University of Madras

Licences & certifications

- Professional Engineer (112191)

Why Koushik?

- Blends institutional knowledge, innovation, and private / industry partnerships to deliver future-ready solutions.
- Strong communication, collaboration and co-creation experience from ideation to consensus building across stakeholders.
- Strong local experience in Texas, particularly with TxDOT on TSMO and ITS projects.

Koushik Arunachalam PE

Tolling Strategic Planning and Innovation Scope Area Lead

Koushik has over 22 years of hands-on technical and project management experience.

Koushik's expertise spans TSMO planning and operations, ITS master planning, CV readiness, PS&E packages for ITS, smart work zone planning, and emerging technology integration. He is highly skilled in developing ConOps, conducting systems engineering analysis, and coordinating multi-stakeholder deployments for complex ITS projects. He combines deep knowledge of data engineering, enabling him to lead technology deployments involving IoT, sensors, and digital infrastructure. This expertise provides his solutions are data-driven, scalable, and future-ready.

Project Experience

Transportation Systems Management and Operations (TSMO)

Texas Department of Transportation, 2019-2025

As Project Manager, Koushik managed ten authorizations to deliver comprehensive TSMO Program Plans for five TxDOT districts leading strategic engagement with district leadership, partner agencies, and steering committees. He directed the Capability Maturity Model and Framework assessments, established district-specific TSMO goals, and drove actionable improvements across Traffic Signal, Incident, Freeway Traffic, Road Weather, and Work Zone Management. For Corpus Christi, Pharr, and San Angelo, he delivered a data-driven, ITS Master Implementation Plan focused on modernizing end-of-life equipment and expanding ITS infrastructure, including communications networks, CCTV, DMS, Wrong-Way Driver Warning, Flood Warning, and Over Height Detection Systems. He developed Concept of Operations documents for Traffic Incident Management in Laredo and TMC operations in Pharr, advancing regional transportation systems management and operations. For Corpus Christi and San Antonio districts, he developed the Regional ITS Architecture Updates, led the integration of over 150 ITS Service Packages, aligning to make sure federal compliance and system interoperability.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.2** ☑ **2.1.3** ☐ 2.1.4

Project Experience Continued

US 377 Smart Corridor ConOps

TxDOT Fort Worth District, 2018-2019

As ITS Design Lead, Koushik led development of the Smart Corridor ConOps and schematics for a 10-mile segment of US 377 in TxDOT Fort Worth's ITS Master Plan. He directed field reviews and gap analysis with TransVision to define system requirements for advanced traffic monitoring, real-time information, incident management, and signal operations. The ConOps specified system upgrades, including fiber, 5 GHz radios, CCTVs, DMSs, Bluetooth and DSRC radios, ATSPM-ready signals, and Emergency Vehicle Preemption—all aligned with the Regional ITS Architecture.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☐ 2.1.4

Transportation Technology Blueprint

Georgia Department of Transportation, 2025-Present

As the Technology Lead, Koushik is partnering with GDOT to drive the statewide rollout of CAV technologies, building on insights from the NCHRP 20-24 Moonshot Project. He is exploring scalable V2V and V2I infrastructure to enable real-time data exchange for safer, more efficient mobility. Collaborating with SwRI and Leidos (Saxton Lab), he is visioning pilot deployments to demonstrate practical use cases and support future expansion. Koushik's efforts also include advancing IoT-enabled traffic and incident management, integrating work zone technologies, and enhancing safety for Vulnerable Roadway Users (VRUs), all aligned with GDOT's vision for an innovative, interoperable transportation ecosystem.

Scope Relevance:	☑ **2.1.1**	☐ 2.1.3
	☑ **2.1.2**	☑ **2.1.4**

Design-Build Reversible Express Lanes I-75 South Metro

Georgia DOT & SRTA, Georgia

Quality Control Lead for the ITS, Tolling and System Engineering for 12 miles of reversible express lane system along I-75. In this role Koushik was an independent design reviewer for multi-stage and multi-phased design coordination and development workshops with the SMEs from Georgia Department of Transportation, State Road and Tolling Authority, multiple contractors and consultant design teams. The scope of the Intelligent Transportation System (ITS) design included the design of more than 40 miles of fiber optic-based communication backbone system, three Master HUB units, 60 CCTV cameras, 30 Infrared cameras, 50 Changeable Message Signs (CMS), 61 Microwave Detector Units (MDS), and 60 Automated Vehicle Identification (AVI) units and managed traffic signal system. In addition to the design of conventional ITS system, the project also involves design of the barrier separated managed lane Access Control System (ACS) that includes communication and control to 60 gates and seven open road tolling stations.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☐ 2.1.4

Tom Bartlett

Tolling System Implementation and Technology Scope Area Lead

Tom is a seasoned technical project manager with over 14 years of experience in technical and leadership roles within the IT industry, including 7 years in the tolling sector.

Tom is an accomplished technical leader with deep expertise in the deployment of tolling technologies, ITS, and modern back-office and payment processing solutions. With a proven track record managing large-scale projects for agencies such as SANDAG, the North Carolina Turnpike Authority, and the PANYNJ, Tom has successfully overseen complex tolling and ITS solutions including AET and Dynamic Pricing. This experience involved oversight and validation that all networking infrastructure and system integrations align with operational objectives and performance standards, supporting initiatives in transaction processing accuracy, OBO and CSC integration, and revenue assurance. Tom has extensive experience leading end-to-end system validation, user acceptance testing, and the implementation of various testing frameworks. His background also includes oversight of toll operations, roadside maintenance, and performance monitoring, as well as supporting third-party integration. As a Certified Scrum Master, he is highly effective in Agile coaching, SDLC oversight, and requirements management. Tom's consultative approach includes business process improvements, workflow automation, and development of organizational policies and strategies to help agencies adopt/optimize cutting-edge mobility solutions.

Key Information

Core Skills

- Project Management
- Systems Analysis
- Design and Implementation
- Requirements Management
- Systems Validation

Education & Qualifications

- B.S., Computer Science, Minor in Mathematics, University of Arkansas
- Associate of Arts, Business Administration, Orange Coast College

Licenses & Certifications

- International Bridge, Tunnel and Turnpike Association (IBTTA)
- Certified Scrum Master (CSM)
- Hewlett Packard IT Systems Security Certificate

Languages

- English, Spanish, Portuguese

Why Tom?

- Expertise in transition and stakeholder management, which is critical for CTRMA's multi-party project environment.
- Strong focus on quality, risk, and data-driven decision making, which is key for delivering CTRMA projects on time, within scope, and to high quality standards.
- Technical knowledge enabling transparent planning and expectation setting.

Project Experience

On-Call Toll Consulting

Virginia Department of Transportation, 2023 - 2026

As part of the On-Call contract, Tom has served as Technical Project Manager, overseeing project schedule, milestones and deliverables with experienced understanding and expectations. His expertise in roadside and host systems has supported system validation, auditing, documentation review, and problem-solving for the VDOT I-64 Express Lanes Expansion project. Tom played a key role in the successful go-live of the project's first and largest phase, managing risks and technical challenges during implementation and throughout go-live and hyper-care.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.2 ☑ **2.1.3** ☑ **2.1.4**

Project Experience Continued

Toll Integration and Systems Contractor and General Tolling Services

State Road and Tollway Authority, Georgia, 2023 - 2026

Tom played a key role in planning, developing and refining the functional and transition requirements and business rules for roadside and host subsystems. He also assisted with the SRTA procurement for a Toll Integrator Service Contractor. He organized and led collaboration with stakeholders to ensure the requirements aligned with their needs, leveraging industry knowledge to shape evaluation criteria and processes. Additionally, Tom contributed to the development of the SLA, infrastructure documents, and requirements conformance matrix, while preparing for system validation and audit efforts during implementation.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☐ 2.1.4

Toll Collection System Replacement*

Port Authority of New York and New Jersey (PANYNJ), 2018 - 2020

The project focused on the replacement of the existing toll system for all PANYNJ bridges and tunnels leading into Staten Island and Manhattan, with an AETsolution. As the Lead System Validation Manager, Tom designed, planned, and managed all system validation activities and documentation for all systems and subsystems to ensure functionality met all agency requirements and business rules. He managed defect resolution and mitigation strategies in alignment with the overall project schedule with a dedicated focus on the satisfaction and success of the agency.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☐ 2.1.4

Roadway Tolling System*

San Diego Association of Governments (SANDAG), 2020 - 2023

The project scope was to replace the existing tolling and ITS systems (Roadway and OBO solutions) for the I-15 and SR125 roadways, and to integrate both roadways into one new Operational Back Office System. Tom was the Technical Delivery Manager for this large and very complex project. He was responsible for the management, delivery, and validation of this full tolling and ITS solution. This included management of the project schedule and technical resources. He led the carefully planned transition from the previous vendor system, which required intricate systems knowledge and highly effective stakeholder management, using clear and concise communication in a time-sensitive environment. Tom managed the project schedule and technical resources. Subsystems delivered: VTMS control /management (variable toll message signs), dynamic pricing, vehicle trip building, barrier transfer machine functionality, host dashboards, and reports. Also heavily involved in trip and transaction data analysis, and many aspects of operations and maintenance. There was high public visibility on this project and Tom's experience prioritizing and communicating actions and issues was key in its overall success.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☑ 2.1.4

* Designates project involvement prior to joining Arcadis.

Key Information

Core skills

- ITS Planning and Design
- Emerging Technologies
- Traffic Operations
- Signal Systems
- Corridor & Network Operations
- TxDOT Coordination

Education & Qualifications

- MS, Civil Engineering
- BS, Civil Engineering

Licenses & certifications

- Professional Engineer (PE)

Why Samit?

- Managed corridor-scale ITS planning, design, and implementation across TxDOT and local agencies, delivering systems from concept through construction.
- Brings deep technical knowledge of emerging technologies that enhance mobility and safety, with experience applying in real-world conditions.
- Experienced across TxDOT districts and divisions, vendors, and multidisciplinary teams to deliver systems that are practical to implement, operate, and maintain.

Samit Deo PE

Emerging Technology (CAV, V2X) Lead

Samit brings over 18 years of experience delivering corridor-scale ITS programs for state and local transportation agencies.

Samit has led complex ITS initiatives, providing PS&E design, systems engineering, and federally compliant implementation plans that support reliable and interoperable operations. Samit's expertise spans the planning, design, implementation, and operation of DMS, CCTV, fiber and wireless communications, wrong-way detection, connected vehicle infrastructure, ATSPM, and traffic management and analytics platforms. He provides strategic oversight and advisory support across the project lifecycle through stakeholder coordination, technical documentation, procurement support, and construction-phase engagement to ensure scalable and future-ready transportation systems. Samit brings deep knowledge of emerging mobility technologies and corridor deployment, with a practical understanding of how these systems are implemented and operate within existing infrastructure.

Project Experience

TSMO Program Plan and Implementation Support

TxDOT, Traffic Safety Division, 2019-2025

Samit led statewide TSMO program planning and implementation support across multiple TxDOT districts, helping transition operations from planning into execution. He led development of TSMO Program Plans, ITS Master Plans, Regional ITS Architectures, and Concepts of Operations, translating these efforts into prioritized five-year implementation roadmaps. Samit guided implementation of specific solutions including corridor-level performance dashboards, HERO Safety Service Patrol analytics, incident responder staging heatmaps, traffic signal optimization tools, and TxDOT TSMO video training and a resource site. He led stakeholder coordination to identify gaps in collaboration and technology, and developed recommendations to improve business processes, interoperability, staffing, and technology readiness to support scalable ITS deployment.

Scope Relevance: ☑ 2.1.1 ☑ 2.1.2 ☑ 2.1.3 ☑ 2.1.4

Project Experience Continued

SH 130 Autonomous Freight Corridor

Cavnue and TxDOT, Austin, 2024-2025

Samit led deployment strategy and ITS design for an autonomous freight pilot along a three-mile segment of SH 130, working closely with Cavnue's engineering and product teams to integrate emerging digital platform and sensor technologies. He guided planning and design of roadside ITS infrastructure including RSUs, radar, CCTV, and communications modems to support real-time situational awareness of traffic and incidents. He drove technical development and quality management while guiding the design through TxDOT standards and approvals, resulting in delivery of a fully approved 100% ITS design package with custom installation details tailored to proprietary sensor systems. He supported construction by responding to RFIs and reviewing shop drawings to facilitate successful field installation and deployment.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☑ 2.1.4

US 377 Smart Corridor

TxDOT, Fort Worth, 2018-2019

Samit led development of a Smart Corridor design and communications plan for a 10-mile segment of US 377. He guided planning and design of an integrated ITS solution including fiber and wireless communications, CCTV and fisheye cameras for continuous corridor monitoring, and DMS for traveler information. He led deployment planning for V2X infrastructure using Bluetooth and DSRC radios, traffic signal cabinet, controller, and detection upgrades to enable ATSPM, and dual radar systems for speed and vehicle classification. He supported integration of emergency vehicle pre-emption and coordinated with multidisciplinary teams to ensure interoperable, scalable, and implementation ready corridor operations.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☐ 2.1.4

I-35 NEX South Design-Build

TxDOT, San Antonio, 2024-2025

Samit led PS&E design for traffic signals, signing and pavement markings, ITS, and illumination for a 9.5-mile urban freeway corridor with elevated HOV lanes. He managed design development, QA/QC, staffing, and agency coordination to maintain schedule and budget on a complex design-build program. Samit facilitated weekly coordination meetings with TxDOT, the GEC, and the design-build contractor to resolve design issues, support decision-making, address RFIs, and manage evolving schedule impacts. He led interdisciplinary coordination across bridge, roadway, MOT, drainage, geotechnical, and utility teams to resolve conflicts and successfully guided comment resolution with TxDOT and independent quality reviewers to deliver construction-ready plans.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☐ 2.1.4

John Song, PhD, PE, PTOE

Years of Experience: **25**

Education

PhD, Transportation Engineering
University of California, Irvine

MS, Transportation Engineering, Tong-Ji University, Shanghai, China

BS, Civil Engineering, Tong-Ji University, Shanghai, China

Registrations/Certifications

Professional Engineer (Texas, 97507)

Professional Traffic Operations Engineer (PTOE, 2798)

Why John?

- Close familiarity of working with CTRMA gained from multiple tolling and transportation projects.
- Proven ability to integrate emerging technologies, back by over two decades of experience in ITS, system engineering and data-driven mobility
- Local Texas experience, particularly with TxDOT and CTRMA

Dr. Song is a transportation engineering leader with 25+ years of experience in ITS, system engineering, and data-driven mobility solutions. His experience spans feasibility studies, toll revenue modeling, and cloud-based application development. As a task lead and SME, he specializes in integrating emerging technologies – including connected and automated vehicles, advanced sensing, and data platforms – into scalable transportation systems. Based in Austin since 2004, he has supported state and local agencies including CTRMA, City of Austin, CAMPO, TxDOT, and CapMetro, delivering many strategic planning and system implementation and technology development projects.

Relevant Projects:

Cooperative and Automated Transportation (CAT) Program, TxDOT STR Division, Project Manager (2023 – 2025)

Dr. Song led a national team to support TxDOT with developing and deploying CAT program initiatives as identified in the TxDOT CAT Program Plan, including developing strategic white papers in CAT technology, identifying use case, providing technology selection and recommendations, and developing statewide implementation strategies. He also supported I-45 Innovative corridor to identify and develop technologies in V2X, connected smart work zone, AI-enabled predictive traffic incident management, and preventive CAT infrastructure.

City of Austin Traffic Engineering Staff Augmentation Contract, City of Austin, Project Principal (2017 – 2025)

This comprehensive contract provides both on-site and off-site technical staffing support to the City. Dr. Song led a multidisciplinary team delivering a broad range of services, including traffic engineering studies, data collection, multimodal planning, traffic engineering design, smart mobility corridor development, ITS and emerging technologies, public and stakeholder engagement, program coordination, and grant application support.

He also spearheaded the Construction Partnership Program (CPP), a regional initiative to coordinate construction activities across multiple agencies in Central Texas, and supported development of the interagency MOU to formalize collaboration and improve project delivery efficiency.

Corridor Planning Tools (CPT) Update, TxDOT TPP Division, Project Manager (2020-2025)

Dr. Song led the development and implementation of CPT, a web-based GIS platform supporting data-driven, performance-based corridor planning and analysis. The platform integrates TxDOT enterprise datasets (e.g., PMIS, CRIS, BRINSAP, TCDS) and INRIX probe data to evaluate corridor needs across mobility, safety, pavement, bridge, and freight, enabling informed decision-making and prioritization of corridor segments. He applied an agile development approach

and provided full software development lifecycle (SDLC) oversight to ensure efficient delivery and scalability.

Mokan CAV Corridor Feasibility Study, TxDOT AUS, Project Manager (2022-2023)

Dr. Song led a feasibility study for the 28-mile Mokan Corridor in Austin, evaluating conversion of an abandoned rail corridor into a new-location multimodal facility incorporating Connected and Automated Vehicle (CAV) concepts. His work included traffic data collection, existing and future conditions analysis, travel pattern and freight analysis, concept development with alignments and typical sections, technology readiness assessment, and stakeholder coordination.

Mobility35 General Engineering Consultant (GEC), TxDOT AUS District, ITS/Traffic Lead (2017-2020)

Dr. Song provided corridor-wide leadership across 79 miles of I-35 and 30+ projects, integrating ITS, traffic operations, and data into a unified program-level framework aligned with TxDOT's mobility and operational goals. He led technical oversight and review of ITS planning and PS&E design including system integration of DMS, CCTV, RVDS, RWIS, WWDS, Bluetooth, fiber, ITS hub, and signals to support traffic management and incident detection.

Dr. Song also led development of the district's first Smart Work Zone for construction traffic management, including concept of operations, system design, and deployment to enhance safety and minimize construction impacts. In addition, he led development of a cloud-based Traffic Information System integrating TxDOT LoneStar ATMS, Smart Work Zone, and INRXI probe data into a centralized platform to support Mobility35 TMC operations.

Manor Expressway Level 3 Toll and Revenue Study, Central Texas Regional Mobility Authority (CTRMA), Task Lead

Dr. Song calibrated the toll diversion model utilizing the most recent trends in toll road usage with respect to transponder penetration, motorists' value of time, development patterns in the region and corridor, and multiple other variables. He used the model to estimate future tolled traffic and toll revenue for a 40-year bonding period. T&R sensitivity tests and risk analysis were also conducted.

Loop 1 Managed Lane Level 2 Traffic and Toll Revenue Study, CTRMA, Task Lead

Developed innovative methods to build a sub area travel demand model with updated volume delay functions extracted from the CORSIM simulation model. Developed traffic and revenue analysis based on dynamic pricing on managed lane. Project completed within budget and schedule.

Industrial Internet of Things (IIoT) for Transportation Asset Management, Missouri DOT (MoDOT), Project Manager

Dr. Song conducted feasibility study of using IIoT devices to monitor the asset conditions of transportation infrastructure in real time including retaining walls, sign bridges, traffic safety barriers. Supported MoDOT to procure vendors, conducted system design and field deployment. Developed data management dashboard to monitor asset conditions for MoDOT. Project findings were submitted and accepted for TRB conference.

Key Information

Core skills

- Planning
- Design
- Integration

Education & Qualifications

- BS, Electrical and Computer Engineering, University of Tennessee, Knoxville, 1994

Licenses & certifications

- Professional Engineer: Florida, Arkansas, Louisiana, Mississippi, North Carolina

Why Ranz?

- Decades of experience managing programme development and information communication systems, with expertise in tolling and ITS delivery.
- Strong record applying systems engineering to broadband, connected infrastructure, ITS planning, and technical requirements.
- Extensive lifecycle management for complex projects, demonstrated in major ITS and tolling roles.

Ranzy Whiticker PE

Technology Lifecycle Planning Lead

Ranzy is a project manager with over 30 years of experience in program development, project delivery, and information communication systems.

Ranzy has served clients that include municipalities, emergency centers and responders, and multiple DOTs. He has applied system engineering processes in communication designs; broadband systems; connected and autonomous systems; ITS business plans; development of technical requirements; and operations and maintenance procedures used to support the development of various ITS deployments, software, data acquisition systems, database management and reporting.

Project Experience

Mobility I-4 Modified DB

FDOT D5, Orlando FL

Serving as Project Technology Manager for ITS, Corridor Connected Infrastructure, and Tolling (Express Lanes) for the project. These responsibilities include the planning, design, integration, testing, and QAQC of the systems implementation and technologies, inclusive of innovation of the CCI, and the QAQC of those systems.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.2** ☐ 2.1.3 ☐ 2.1.4

Statewide Broadband Public Private Initiative

Georgia Department of Transportation, Statewide

The project is for the design, construction, maintenance, operations, and commercialization of a statewide broadband delivered via alternative contracting methodologies. This project provides support, develop technical provisions, and support the development of the Statewide Broadband deployment program. Support includes the design and procurement processes in close coordination advisors, for multiple design-build Broadband and Connected Autonomous Vehicle (CAV) procurements, and Operate Maintain Commercialize (OMC) contracts for a Statewide Broadband public-private partnership project.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.2** ☑ **2.1.3** ☑ **2.1.4**

Project Experience Continued

Ultimate Urban Circulator Design-Build

Jacksonville Transportation Authority, Jacksonville FL

Arcadis Project Manager. This project includes eight autonomous shuttles; integration of 15 signals on the autonomous vehicle route/loop in downtown Jacksonville; construction of a maintenance yard; deployment of charging stations for autonomous vehicle shuttles; multiple sheltered stops. Arcadis is a subconsultant providing design support for construction and integration of signal and autonomous vehicle roadside equipment.

Scope Relevance:	☑ 2.1.1	☐ 2.1.3
	☑ 2.1.2	☐ 2.1.4

I-24 Smart Corridor

Tennessee Department of Transportation, Nashville, TN

Senior Engineer. This contract supports TDOT in the planning, operations, and maintenance of the I-24 SMART Corridor to develop, implement, and deploy comprehensive system management strategies and operational and maintenance process and activities for TDOT and local jurisdictional stakeholders of the corridor. Goals of the corridor is to monitor and control traffic; improve system and travel time reliability; and improve the safety, efficiency, maintenance, operations, and mobility of all users (motorists, transit riders, transit operators, and freight haulers) along the corridor. Responsibilities include supporting and leading various tasks to include stakeholder coordination, updating planning and operational documents such as the Concept of Operations, Communication Master plans, Operations plans, and leading the development of functional requirements definitions, and Standard Operating Guidelines for the corridor.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☑ 2.1.4

Traffic Management Systems Support Services

Hillsborough County Tampa, FL

Project Manager and Senior Engineer: Support TMC operations and services. Developed Systems Engineering Analysis for Hillsborough County (HC) Advanced Traffic Management System (ATMS). The HC ATMS project is expected to upgrade and enhance the current traffic signal systems communicating and the central traffic management software. Development of a TSMO Master Plan and associated software application for the management of the TSMO work program.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☑ 2.1.4

Key Information

Core Skills

- Technology strategy and innovation management
- Stakeholder management
- Project and program management
- Development of business models, plans and supporting technology architectures
- Investment appraisal, cost-benefit analysis, due diligence
- Planning and design of urban mobility infrastructure networks and terminals

Education & Qualifications

- MBA International (Logistics & Transport)
- Advanced Diploma in Technology Management & Strategy
- M.Eng (Transportation Engineering)

Why Nikolaos?

- Decades of experience in technology gap analysis and roadmap
- Experience in innovation management, investment due diligence
- Program management and implementation of Toll and ITS systems for P3 projects

Nikolaos Efstathopoulos

Technology Assessment Framework Lead

Nikolaos has more than 25 years of experience in the fields of urban transport, Intelligent Transportation Systems (ITS), smart mobility and revenue systems.

Nikolaos' experience includes leading the design and implementation of multi-disciplinary systems projects for highway and facility toll collection and advanced traffic management systems in Europe, Asia and the Americas. He also brings experience and expertise in technology strategy and innovation management. Nikolaos has recently been the Technical Lead for the Advanced Automotive and Smart Mobility Safety and Operational Solutions for Border Crossings project for the Michigan DOT and the Ontario Centre of Innovation, a technology strategy study that included a technology gap analysis, stakeholder management and also produced a 10-year roadmap for the implementation of innovations for the movement of people and goods, using all modes, for the border crossings between Michigan and Ontario.

Project Experience

Advanced Automotive and Smart Mobility Safety and Operational Solutions for Border Crossings

Michigan DOT (MDOT) & Ontario Centre of Innovation (OCI), Michigan & Ontario, 2022-2025

The project activities included the following: **Task 1** – Technology Needs and Opportunities: covered the needs, goals and objectives of the program that will form the basis for developing recommended innovation strategies, concepts, and initiatives in subsequent tasks. **Task 2** – Innovation Strategies & Use Cases: developed a set of recommended initiatives to address program needs and objectives toward achieving the project vision and goals. **Task 3** – Technology Deployment Packages: provided a qualitative assessment of program-level economic, societal, environmental, and related benefits. **Task 4** – Implementation Roadmap: The project included stakeholder consultations with more than 90 attendees from both US and Canada. In March 2024, MDOT awarded the Phase 2 of the project to Arcadis with the purpose of maturing the projects identified in Phase 1. Nikolaos has been the Technical Leader for both phases of the project.

Scope Relevance: ☐ 2.1.1 ☑ **2.1.2** ☐ 2.1.3 ☑ **2.1.4**

Project Experience Continued

Golden Gate Bridge Highway and Transportation District's (GGBHTD) Information Systems (IS) Review and Roadmap

GGBHTD, California, 2025-Ongonig

The project's purpose is to develop a strategic review of GGBHTD's technology environment with the goal of developing a comprehensive Technology Roadmap for the next 3–5 years with the main objectives of improving efficiency and integrating systems and processes. The Roadmap provides actionable recommendations aligned with GGBHTD's business drivers, operational priorities, and future technology trends. Nikolaos is the Project Manager.

Scope Relevance:	☐ 2.1.1	☐ 2.1.3
	☑ **2.1.2**	☑ **2.1.4**

Gordie Howe International Bridge

Bridging North America Constructors GP & AECOM, Michigan & Ontario, 2018-Now

The Gordie Howe International Bridge is a new cable-stayed six-lane Bridge between Windsor and Detroit, serving more than 30% of all goods carried by truck between Canada and the United States, delivered through a $6.4 billion 30-year P3 contract. As a subcontractor to AECOM, Arcadis is the designer for the ITS, Tolling, Communications and Security Systems for the Bridge, the Canadian POE and the US POE. Nikolaos is the Project Manager, leading all its technical aspects, including the design and requirements of several emerging technologies, such as a lane streaming system, which guides vehicles of all types throughout the POEs and the bridge and introduction of CV2X technologies. For the same project, Arcadis is the toll system provider, as a subcontractor to Bridging North America GP. Nikolaos is the Project Manager.

Scope Relevance:	☑ **2.1.1**	☐ 2.1.3
	☐ 2.1.2	☐ 2.1.4

Blue Water Bridge International Smart Freight Corridor

Michigan DOT, Michigan, 2024 - 2025

The project implemented a proof of concept (POC) of a smart corridor for truck-borne goods movement at the Blue Water Bridge (BWB) in Port Huron, Michigan, and the Port Huron Port of Entry (POE). The main goal of the smart corridor is to apply data-centred technologies to enable the unimpeded flow of information among commercial carriers, shipping companies, vehicles, border agencies and infrastructure operators along a key international freight corridor, in order to increase predictability and reliability of freight travel, minimize border wait times, create efficiencies and support timely response to disruptions. The Project was funded by USDOT through a Strengthening Mobility and Revolutionizing Transportation (SMART) Program Grant. Arcadis is leading the effort. Nikolaos was the Project Manager.

Scope Relevance:	☑ **2.1.1**	☑ **2.1.3**
	☑ **2.1.2**	☐ 2.1.4

Key Information

Education & Qualifications

- MS, Intelligent Transportation Systems, Univ. of Minnesota, 2002
- BS, Civil Engineering, Indian Institute of Technology, 2000

Why Prasoon?

- Brings the strategic leadership and applied transportation technology experience needed to advance CTRMA's tolling, ITS, back-office, and dynamic pricing initiatives from concept through deliveryHas a strong record of shaping digital roadmaps and scaling AI- and data-driven transportation solutions.
- Has a strong record of developing digital roadmaps, scaling AI- and data-driven solutions, and aligning innovation investments with organizational objectives, operational performance, and long-term system resiliency.
- His experience in business intelligence, requirements management, governance, testing, and executive advisory positions him to provide the disciplined oversight and strategic guidance required across the full project lifecycle.

Prasoon Sinha

Data Science & AI Strategy

As the Global Director of Digital Solutions at Arcadis, he uses advanced data science, AI, and automation to transform transportation safety and operations. Prasoon is skilled in benefit-cost analysis, traffic modeling, and digital transformation.

Prasoon excels in creating cloud-based business intelligence systems, implementing AI solutions, and Product / Tool Development both internal to Arcadis and external clients. His innovative work in ITS deployments and infrastructure improvements has benefited state DOTs and local agencies. Prasoon has also led training programs, upskilling over 15,000 staff worldwide in digital technologies. He is a leader in change management, automation, digital tool development, AI governance, data governance, and workforce development. Prasoon's unique ability to combine transportation engineering with cutting-edge technology makes him a key player in driving innovation in the transportation sector, consistently delivering solutions that enhance operations, safety, and system performance.

Core Skills

- Connecting the Silos
- Data Storytelling and Translation between Transportation Executives, Technology Staff and Data Metrics
- Design Thinking, Consensus Building
- Data Science & Data Governance
- AI and Automation for Transportation
- Lean Canvas & Business Plans
- Driving Culture of Innovation
- Travel Demand Modeling
- Change Management and Cultural Transformation
- Upskilling for Future Ready Workforce

Experience

Prasoon's recent work in digital transformation in transportation included following initiatives:

- **Blueprint/Roadmap:** Established a design thinking program at Arcadis US. Conducted workshops with executives from 20 public and private agencies to define their future vision/Blueprint and roadmap.

Experience Continued

Prasoon's recent work in digital transformation in transportation included following initiatives:

- **Art of the Possible:** Led four design thinking and "Art of the Possible" sessions with GDOT staff across planning, operations and key executives – Russell McMurry, Meg Pirkle, Andrew Heath and others.
- **Governance:** Set up a governance committee for AI, Automation, and Data within Arcadis.
- **Innovation Hub:** Led the establishment of a global digital hub for piloting and evaluating new transportation technologies and use cases such as development of AI-enabled tools for automating 'project justification statements', 'project prioritization' and a chatbot for Standard Operating Procedures (SOPs).
- **Safety and Operations Experience:** Managed and supported over 80 global transportation projects, focusing on improving safety and operational efficiencies.
- **Research:** Authored eight research papers on transportation technologies and simulation modeling to enhance commuter safety.
- **Hackathon:** Organized hackathons for innovation with transportation clients and stakeholders.

Upskilling: Trained over 100 clients and Arcadis staff in VISSIM, VISUM, and AIMSUM simulation; established training programs for over 15,000 staff globally in analytics and business intelligence.

- **Digital Transformation:** Led digital transformation programs, including 'Standardization and Automation' and 'Global Product Development, empowering over 10,000 staff globally.
- **Dynamic Change Management for Arcadis' Digital Blueprint:** To help drive change management required for embracing new policies and products, led the ideation and development of a self-service digital Blueprint tool called SPOT. SPOT helps accelerate implementation of global strategy by connecting siloed stakeholders with connected information on technologies, priorities, policies, funding resources, and support for implementing the change.

Key Information

Core Skills

- Tolling systems deployment, field IT infrastructure, and back-office integration
- Owner’s Representative oversight, vendor management, and cross-functional coordination
- 24x7 critical infrastructure support, systems testing, and continuous improvement

Education & Qualifications

- BSc. Computer Science Trent University

Why Tim?

- Hands-on tolling experience across lane systems, field devices, and back-office platforms.
- Bridges technical and operational needs into clear requirements and reliable performance.
- Proven delivery lead managing clients and teams in 24/7 environments.

Tim Saduqaet

Systems Maintenance Lead

Tim has over five years of experience delivering and supporting mission-critical tolling systems across North America, with deep expertise in lane-side infrastructure, back-office integration, and multi-site IT operations.

As a Technical Delivery and Support Lead at Arcadis, Tim serves as Owner's Representative across multiple live tolling deployments, providing independent technical oversight that aligns system implementations with client operational goals. His experience spans AET, network infrastructure, CCTV, and back-office platform management, directly aligned with the Systems Implementation and Technology scope of this engagement. Tim has consistently demonstrated Program Governance and Advisory capabilities by coordinating vendors, engineering teams, and internal operations staff to maintain SLA compliance in 24x7 environments. His track record in process improvement and incident analysis reflects a rigorous Business Intelligence and Quality Assurance focus, including reducing operational downtime and achieving consistently high system uptime. Across projects in Michigan, the Bahamas, Nova Scotia, and Ontario, Tim has contributed to Strategic Planning and Innovation by introducing deployment best practices and post-deployment operational improvements adopted in subsequent project phases. He brings a vendor-neutral, client-focused perspective that defines effective GSC delivery.

Project Experience

ICROSS Toll Collection System

MDOT – Michigan, USA

The project consists of 3 separate toll system connecting Michigan USA to Ontario, Canada. Tim played a key role in supporting the ICROSS Toll Collection System tolling system working across both lane-side equipment and back-office platforms to ensure reliable day-to-day operations. He contributed to project delivery by translating operational needs into technical requirements, supporting testing, and validating system performance. He was also involved in troubleshooting live issues, coordinating with stakeholders, and driving system improvements.

Scope Relevance: ☑ 2.1.1 ☑ 2.1.2 ☑ 2.1.3 ☑ 2.1.4

Project Experience Continued

Gordie Howe International Bridge Toll System

BNA/WDBA, Ontario, Canada

Tim played a key role supporting the Gordie Howe International Bridge project, leading delivery and testing for tolling and transportation systems. He worked across lane systems and back-office platforms to support integration and ensure operational readiness. Tim also helped troubleshoot issues, coordinate with stakeholders, and ensure the system was prepared for reliable day-to-day operations.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☐ 2.1.4

Windsor-Detroit Tunnel Toll Collection System

WDBL, Ontario, Canada

Tim supported the Detroit–Windsor Tunnel by contributing to the delivery of toll system enhancements and ensuring reliable day-to-day operations. He serves as a systems maintenance lead, overseeing lane equipment and back-office performance while troubleshooting issues and maintaining transaction accuracy. Tim also worked closely with operations teams to resolve issues quickly and support continuous system improvements.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☐ 2.1.4

Cobequid Pass Toll System

AHMCL, Nova Scotia, Canada

Tim acts as the systems maintenance lead for the Cobequid Pass toll system, supporting both project delivery and day-to-day operations. He oversees lane equipment and back-office performance, troubleshoots issues, and ensures transaction accuracy. Tim also works closely with operations teams to maintain reliability and drive continuous system improvements.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☑ 2.1.4

Mackinac Bridge Toll System

MBA, Michigan, USA

Tim acts as the systems maintenance lead for the Mackinac Bridge toll system, focusing on maintaining reliable day-to-day operations. He supports lane equipment and back-office systems, troubleshoots issues, and ensures accurate and consistent transaction processing. Tim also works closely with operations teams to address issues quickly and maintain overall system performance.

Scope Relevance:	☑ 2.1.1	☐ 2.1.3
	☐ 2.1.2	☐ 2.1.4

Sidney Poitier Bridge Toll System

TBA, Bahamas

Tim acts as the systems maintenance lead and primary point of contact for the Sidney Poitier Bridge, overseeing system changes and ongoing maintenance activities. He ensures stable toll system performance across lane and back-office components, coordinates updates, and works closely with stakeholders to resolve issues and maintain reliable operations.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☐ 2.1.4

Michael Davis, PE

Education

Bachelor of Science, Civil Engineering, Pennsylvania State University

Registration:

Professional Engineer:
TX #119743
FL #5403
MD #57141
NC #040849
NJ #24GE04938400
NY #092271
OR #96388PE
PA #PE080753
TN #11386
VA #0402048231

Nat'l Council of Exam. for Eng. and Srvy. (NCEES):
US #17-564-60

For over 30 years, Michael has helped agencies overcome the challenges associated with transportation and toll-related projects. From serving as Florida Turnpike's GEC Design Manager to Maryland DOT State Highway Authority's (MDOT SHA) GEC Toll Lead, Michael has led the planning, development and implementation of major tolling projects and programs across the country. He brings expertise in priced managed lanes, tolling infrastructure design, roadside toll and back-office systems implementation, and toll operations. He has led efforts in tolling related service RFP development, toll policy development, development of new business processes and rules relative to P3 interfaces and performed design and design reviews of tolling infrastructure to accommodate vendor system requirements. While serving Florida Turnpike Enterprise's GEC contract, Michael led the development of statewide tolling design standards and plans reviews for all tolling infrastructure projects and helped implement the conversion of more than 100 cash collection toll lanes to electronic toll collection lanes in just six months. He is a problem solver focused on providing innovative solutions, where needed, to meet complex challenges and assignments.

Relevant Experience

Central Texas Regional Mobility Authority (CTRMA), General Engineering Consulting Contract, Austin, Texas — Senior Tolling Advisor. Michael supported RS&H's efforts with CTRMA by providing toll system consultant support services for various toll road projects throughout the Austin area. Michael supported the Authority's planning efforts on the 183A Phase 1 and 2 ITS Retrofit as part of the development of the Concept of Operations for the 183 North; and 183A Phase 3 Projects. This effort included the analysis of phased construction alternatives with a focus on operational constraints within the corridor if certain segments were not completed in time.

I-495 and I-270 Program General Engineering Consultant (GEC), MDOT SHA, Baltimore, MD – Tolls Leader. Michael is responsible for all toll-related activities and deliverables, which includes the development of performance-based requirements, business rules considerations for tolling operations, technical special provisions to support the design, construction, maintenance, and operations of the toll facilities, and the analysis of back-office systems and operations updates to support dynamic pricing and HOV declaration.

I-495 and I-270 P3 Program Manager, MDOT SHA, Baltimore, MD – Tolls and Managed Lanes Leader. While MDOT SHA was implementing the I-495 and I-270 managed lanes as a P3, Michael served as the Tolls and Managed Leader in support of providing comprehensive engineering and support services from planning and development, through

solicitation, He was responsible for all toll-related activities and deliverables which included development of tolling technical requirements, tolling services agreement for phase and section developers, tolling policies associated with exempt vehicles, dynamic pricing parameters, and revenue appropriations, and supported the Maryland Transportation Authority in the Toll Rate Range setting process for dynamic pricing.

Tolls On-Call, Virginia Department of Transportation (VDOT), Statewide, VA – Project Director and Technical Task Leader. In support of VDOT's statewide tolling program, Michael has assisted the Department in the implementation of projects and program initiatives across the state. Efforts include developing tolling and ITS civil infrastructure requirements (toll gantry, toll technical shelter, DMS, roadside cabinets, MVDS, power, communications) for the new High-occupancy Toll (HOT) lanes on the I-64 High Rise Bridge. A similar effort was done for the I-66 Inside the Beltway project whereby VDOT converted existing lanes to HOT. Michael is supporting an ongoing effort to work with the Department on the procurement and implementation of a Vehicle Occupancy Detection Pilot project to have a selected toll system integrator showcase technology accuracy on identifying the number of occupants in a vehicle and applying business rule to support back-office operations to reclassify vehicles to toll paying customers if it is determined that the vehicle declared incorrectly.

AET Phase 8 Ticket System, Florida's Turnpike Enterprise, Lake Worth to St. Cloud, FL – Toll Advisor. Michael supported the design and construction for the all-electronic tolling (AET) conversion for the 148+ mile ticket system, which included analysis of toll operations to make an overnight switch from ticket to AET tolling based upon the implementation of staged construction. He was responsible for leading the toll operations analysis to ensure the staged construction accounted for trip completions of those entering the system prior to switchover, and account for existing plaza configurations during the transition to AET. The analysis included impacts to cash collection, impacts to SunPass Only lanes, and recommendations on back-office conflicts during switchover.

I-4 Ultimate Program Management, Florida Department of Transportation (FDOT), Orange and Seminole Counties, FL – Managed Lanes Operations and Implementation Advisor. Michael was responsible for the review of managed lanes operational aspects relating to access/operations studies, signing, and tolling points, for efficient operations and usage of express lanes during peak hours. Included updating toll policies, refining toll concepts, reviewing toll technology, reviewing toll infrastructure, and evaluating concepts of operations for conformance. Michael collaborated in concessionaire procurement process via development of RFP documents and review of technical proposals, and he oversaw development of acceptance testing criteria, which allowed the state's selected Toll System Integrator to use the P3 concessionaire's project limits for system installation.

Transform 66 P3 Outside the Beltway, VDOT, Fairfax and Prince William Counties, VA – Senior Tolling Advisor. Michael was responsible for delivering tolling concepts and access/operations studies to better define necessary tolling infrastructure for this P3 highway, tolled facility project. Concepts and studies helped define the infrastructure needed for tolling and ITS equipment, including pricing signage, integration of equipment to a wide area network connected to an operations center, toll equipment design, operations ramp-up, and system installation analysis. Michael also led the development of a design-build toll integrator white paper that supported decision-making and flexibility of alternative procurement methods, as well as analysis of impacts during construction/operations.

Ruben Manriquez PE

Toll Collection Systems Lead

Ruben has over 26 years of expertise in electronic toll collection systems (ETCS), ITS, traffic systems engineering, and electrical systems engineering.

As a former toll system integrator, he has led key tasks in the design, installation, integration, and testing of ETCS projects including managed/express lanes, all electronic tolling (AET), open road tolling (ORT), and the traditional barrier lane systems. Ruben has led roadside system architecture design, performed analysis to ensure ITS/tolling equipment meets performance requirements, prepared system detailed design documents, prepared maintenance manuals, maintenance training material, and has conducted classroom and hands-on maintenance training for field technicians. Additionally, he has formally witnessed Factory Acceptance Testing (FAT) on behalf of clients.

Key Information

Core Skills

- Toll System Requirements and Design
- Revenue Technologies
- Systems Testing and Validation

Education & Qualifications

- M.Sc. Civil Engineering Transportation Engineering, University of Southern California
- BS Civil Engineering, California State University at Fullerton

Licenses & Certifications

- Professional Engineer - Civil, California, 2012, 79675
- Electrical Contractor License, California, 2013, 1002572

Why Ruben?

- Experienced in all aspects of Toll System Implementation and Maintenance from both a toll advisor and system integrator perspective.
- Extensive hands-on field experience in Toll System installation, integration, and testing.
- Experience with end-to-end Toll System procurement.

Project Experience

General Tolling Services Consultant

State Road and Tollway Authority, Georgia

Toll systems consultant in the production of RFP SRTA Solicitation # 23-000 Toll Integration Services Contractor (TISC). Wrote hardware and software requirements for the replacement of toll system components on four existing express lanes facilities, prepared supporting diagrams/appendices, and evaluated vendor responses during the selection process. Lead the review and oversight of the roadside toll system design proposed by the toll system integrator. Additionally, support site infrastructure surveys that will be critical to the transition to the new toll collection system. Roadside Systems lead in verifying that the roadside toll system adheres to and meets all requirements by representing the client in witnessing the conduct of the FAT.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.2 ☐ 2.1.3 ☐ 2.1.4

Project Experience Continued

Design, Build, and Maintenance of Tolling Technology for all four DRPA Bridges

Delaware River Port Authority (DRPA)

As the Technical Manager, responsible for advising the client on all technical aspects of the replacement toll system. This includes, but is not limited to, reviewing detailed design documents, installation/transition plan, installation drawings, Requests For Information (RFIs), white papers and training plans. Attended FAT as a key client advisor on system validation and performance. The FAT was composed of two phases, original FAT and FAT II. Conducted a detailed analysis of Change Orders proposed by the contractor to the client and advised client of Pros and Cons along with providing recommendations.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☐ 2.1.2 ☐ 2.1.4

Otay Mesa East (OME) / SR11

San Diego Association of Governments (SANDAG)

The OME project will deliver a new international 21st-century border crossing for the San Diego/Baja California region**.** The project Incorporates regional border traffic management, ITS, and dynamic pricing based on wait times at the crossing. Responsible for reviewing design documents, plans, conducting analysis and advising the client on all technical aspects of the toll system. In addition, developed toll system requirements for the toll system procurement RFI/RFP.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☑ **2.1.2** ☐ 2.1.4

I-75 South Express Lanes and I-75 Northwest Corridor Project*

State Road and Tollway Authority, Georgia

The 75S and NWC Express Lanes project included the civil design, construction, and system integration of Express Lanes on the I-75 at 22 locations across the corridor. The project also included the design of the infrastructure to install and integrate an Open Road Toll system and ITS components (microwave detection for traffic management and CCTV for both traffic monitoring and surveillance). As the project engineer, Ruben led the TSI team in the electrical system circuit design, Uninterruptible Power Supply (UPS) sizing, Generator sizing, and Toll hardware installation and integration design and planning. Also assumed a key role in the coordination with the Design Build contractor in the site selection and design process.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☐ 2.1.2 ☐ 2.1.4

* Indicated project involvement prior to joining Arcadis

Key Information

Core Skills

- Tolling and express lane systems
- Intelligent transportation systems
- Systems engineering and requirements management

Education & Qualifications

- B.E. (Electrical Engineering and Mathematics) Vanderbilt University, Nashville, TN

Licenses & Certifications

- Project Management Professional (PMP) – Credential No. 2860018
- FBPE Professional Engineer (PE) – License No. 95131

Why Kriss?

- Proven history of managing express lanes with dynamic pricing and AET.
- Brings over a decade of broad ITS experience, covering express lanes, multi-modal trip planning, asset management, video distribution, etc.
- Has designed, developed, and manages FDOT's next generation statewide express lanes system.

Kriss Whittaker-Lee

Toll Dynamic Pricing Lead

Kriss is a professional engineer with 10 years of systems engineering experience, working with state and local governments. He has extensive experience developing requirements, testing, and managing express lanes/tolling systems, ITS asset management systems, and video distribution systems.

Kriss has led requirements development, system implementation, and end-to-end testing for large-scale express lane and all electronic tolling systems, including dynamic pricing platforms supporting statewide operations. Kriss brings expertise in back-office integration, transaction processing, and system interoperability, ensuring solutions are scalable, secure, and aligned with long term agency objectives. As a project manager and systems engineer, he regularly supports strategic planning, roadmap development, and technology modernization initiatives across tolling, mobility, and data-driven operations. His experience spans software development lifecycle (SDLC) oversight, quality assurance, and vendor-neutral advisory roles. This combination of tolling domain expertise, governance-focused consulting, and hands-on systems delivery enables him to effectively support CTRMA's evolving technology ecosystem across roadside, back-office, and emerging mobility solutions.

Project Experience

Next Generation Statewide Express Lanes Software

Florida Department of Transportation (FDOT) Central Office, Florida, 2022-2026

Kriss is Project Manager and Systems Engineer for this contract. Arcadis is responsible for the design, development, and maintenance of the NG SELS which will replace the existing express lanes software statewide. NG SELS is able to determine dynamic toll amounts based on current traffic conditions and communicate tolls and messages among RTMCs and across express lanes facilities. It is also responsible for managing the messages posted to toll and lane status signs, the various toll modes, and toll transactions sent to FTE. As part of this project, Kriss identified and developed functional requirements, designed and implemented dynamic tolling algorithms, handled deployment and integration with multiple environments and external systems, and ensured transmission of accurate toll rates to FTE.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.2** ☑ **2.1.3** ☐ 2.1.4

Project Experience Continued

I-595 Express Software Support Services

Transcore / I-595 Express LLC, Florida, 2016-2026

Kriss is the Project Manager of this contract, which includes the support and maintenance of all I-595 software systems, and all traffic management center equipment. The project included the development and support of a reversible express lanes access control system (ramp control barriers and gates, ramp status message signs, emergency access gates).

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☐ 2.1.4

ITS Software Integration and Maintenance Services

Florida Department of Transportation District 4, Florida, 2016-2026

Kriss performs project management, and software support for this contract, which includes the advancement, integration, support and maintenance of all FDOT District 4 ITS software systems. As part of this contract, Kriss configured and supported the express lanes software for the I-75 and I-95 corridor express lanes, handled multiple go-lives through multi-phased construction of the express lanes, including the transfer of an express lanes segment from District 6 to District 4. Kriss worked with the district and Florida's Turnpike Enterprise to develop innovative solutions to support the operational needs due to unique roadway/ingress/egress geometries.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☑ 2.1.4

Data Integration and Video Aggregation System (DIVAS)

Florida Department of Transportation Central Office, Florida, 2017-2026

Kriss is Arcadis' Deputy Project Manager for this contract and is responsible for assisting in system implementation and delivery. The system provides FDOT with an adaptive video and data sharing platform that serves as a single central hub for all available transportation related information, to support FDOT planning and operations, and to best meet the information needs of the traveling public. The DIVAS system is comprised of two distinct subsystems, the Data Fusion Subsystem (DFS) and Video Distribution Subsystem (VDS). The DFS ingests event, floodgate, and device data from the SunGuide ATMS deployments throughout the state, as well as data from other external sources, and supplies normalized information products to internal and external stakeholders. The VDS ingests live streaming video from CCTV cameras throughout the state (4,000+), and distributes those streams and / or generated snapshots to end users on demand.

Scope Relevance:	☑ 2.1.1	☐ 2.1.3
	☑ 2.1.2	☐ 2.1.4

Mackinac Bridge New Toll Collection System

Mackinac Bridge Authority, Michigan, 2019-2026

Arcadis was commissioned to deploy a new toll system for the (MBA) in northern Michigan. Central to the project was the transition from the legacy system to the Arcadis toll system, which our team executed seamlessly to ensure service was not interrupted for motorists or operators. Kriss oversees software support for this contract, which includes the advancement, integration, support and maintenance of the asset management system.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☐ 2.1.4

Florida's Next Generation Advanced Traveler Information System (ATIS)

Florida Department of Transportation Central Office, Florida, 2016-2026

Kriss is Arcadis' Deputy Project Manager for this contract and is responsible for assisting in system implementation and delivery. The system incorporates a Data Fusion Hub, a Multi-Channel Communication Engine and several information dissemination channels, including a Responsive Primary Website, Mobile App, Interactive Voice Response (IVR) System, Personalized Routes, Travel Times, Cameras and Email / Text Alerts, and various Social Media Interfaces.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☐ 2.1.4

WERIS

Zongwei Tao, Project Manager

Years of Experience	30 Years
Current Job Title & Employer	President of Weris
Educational Background and Certifications	• The Johns Hopkins University, Civil Engineering, , Ph.D., 1994, M.S., 1992 • Shanghai Jiao Tong University, Naval Architecture and Ocean Engineering, B.S., 1987 • Project Management Professional (PMP) Certification • Virginia Commonwealth IT Project Manager (certified by VITA) • MIT Artificial Intelligence and Business Strategy Certificate • Professional Engineering, registered in Virginia
Summary of Experience	Dr. Zongwei Tao has devoted more than 26 years to transportation consulting, with over 20 years focused on managing large and complex transportation programs for Federal, state, and regional governments, as well as private organizations. He has successfully managed more than 50+ projects and over 20 federal and state government contracts. As a contract manager for Weris's prime contracts with the Federal Government, Dr. Tao provides overall leadership and guidance, ensuring exceptional team performance regarding deliverables, quality control, schedules, and cost control. These contracts support various Federal Government clients including DOT/FHWA, DHS/TSA, DoD/DHRA, and HHS/AHRQ. His responsibilities include contract-management oversight, tracking financial statuses, assessing staffing needs, reviewing and submitting monthly invoices, and addressing issues concerning QC, contract management, staffing plan changes, and other project requirements. Through successful customer engagement, Dr. Tao has developed and implemented innovative solutions addressing a wide range of pressing and emerging transportation issues and technologies. These include congestion pricing, public-private partnership in express lanes, asset management, performance-based resource allocation, traffic incident management, naturalistic driving safety data management, integration of ITS and tolling systems, and application of data sciences such as AI and machine learning in transportation data analysis.
Specific or Technical Accomplishments	• AI and Statistics: Machine Learning, Cluster Analysis, Linear Regression, Stochastic Process, Forecasting, Reliability Analysis, Monte-Carlo Simulations • Operations Research: Linear Programming, Stochastic Programming, Markov Decision Process • Data Management: Data Modeling, ETL, Data Archiving, Database Design, Database Administration, Big Data • IT: System Development Lifecycle, Cloud Computing, Production System Support Business Intelligence
Employment Status	Founder

Recent Experience

- **Program Manager, Contracted to FHWA, Weris,Inc,** ***(08/2019) – Present***

FHWA Pavement Program Support IDIQ Contract: Dr. Tao leads a large team including A/E companies, universities, and independent consultants to provide FHWA Office of Infrastructure with all technical,

engineering, publication, marketing, and professional support services. Dr. Tao established a contract-level Project Management Office (PMO) to coordinate technical resources and manage all current seven task orders since beginning of the contract in August 2019.

- **Program Manager, Contracted to VDOT, Weris,Inc, *(08/2016) – Present***

I-66 ITB Express Lanes Dynamic-Pricing Implementation: Dr. Tao led a team of data scientists, traffic modelers, system analysts to design, test, and implement a state-of-the-art and first of its kind in the Nation dynamic-pricing algorithm as a part of the advanced traffic and tolling system for the express lanes. Dr. Tao created an innovative approach to integrate toll prices with value of travel time saving and travel time reliability to effectively simulate decision-making processes for commuters.

- **Program Manager, Contracted to FHWA, Weris,Inc, *(08/2013) – (08/2019)***

FHWA/TFHRC Strategic Communications Supporting Service IDIQ Contract: Dr. Tao provided prime contractor's leadership and supervision to this IDIQ contract that includes editing technical reports, writing articles for brochures and newsletters, designing high-quality multimedia communication products, and providing administrative support. He manages multiple jobs and applying common standards and processes to the execution of task orders.

- **Program Manager, Contracted to FHWA, Weris,Inc, *(08/2014) – (08/2019)***

FHWA Improving the Core Elements of Highway Quality Assurance Programs: Dr. Tao was responsible for contract-management oversight, quality assurance on all deliverables, tracking contracts' financial status, and assessing staffing needs.

- **Program Manager, Contracted to FHWA, Weris,Inc, *(08/2014) – (08/2019)***

FHWA Index-Based Construction Cost Estimation: Dr. Tao led a team of construction engineers, economists, statisticians, and software developers to develop a prediction model and a big-data system for using construction cost index data to improve the accuracy and precision of project cost estimates. Coordinates with state DOTs, AASHTO, and private sectors organizations to collect construction cost data, communicate research results, and prototype and implement final products.

- **Program Manager, Contracted to VDOT, Weris,Inc, *(09/2008) – (12/2012)***

VDOT Northern Region ITS Implementation: Dr. Tao led and coordinated implementation of all ITS technologies in VDOT's Northern Region and managed the implementation of the advanced traffic management system.

- **Program Manager, Contracted to VDOT, Weris,Inc, *(09/2008) – (12/2012)***

VDOT Northern Region TMC IT Production: Dr. Tao served as the central coordinator of all IT technical issues and managed resolutions at the 24/7 Traffic Management Center. In addition, he managed daily technology operations for IT systems and networks.

- **Program Manager, Contracted to VDOT, Weris,Inc, *(01/2013) – (12/2015)***

Transurban Traffic Management Systems for I-495 and I-95 Express Lanes: Dr. Tao led a large team of project managers, software vendors, system analysts, and testers to implement a traffic management system for the I-495 and I-95 Express Lanes in Northern Virginia.

- **Program Manager, Contracted to FHWA, Weris,Inc, *(09/2008) – (12/2015)***

SHRP2 Program Support: Dr. Tao provided program leadership and vision to senior SHRP 2 program managers in traffic-data archive, real-time data collection, travel time valuation, and ITS. He served as PI on the following SHRP2 projects: SHRP2 L13: Design and prototype an advanced transportation research data–

archive system for knowledge management; SHRP2 L15A: Assess, design, and develop an innovative predictive algorithm driven by historical and real-time traffic data to provide pre-trip, time-dependent travel time information; SHRP2 L32C: Develop an application that assesses the effectiveness of FHWA's Traffic Incident Management training program.

- **Program Manager, Contracted to FHWA, Weris,Inc,** ***(07/2000) – (12/2005)***

FHWA IDIQ Contracts: Dr. Tao provided direct program support to Booz Allen's IDIQ contracts for FHWA's Office of Operations, Office of Policy, Office of Asset Management, and Office of Safety. Dr. Tao provided program leadership, vision, supervision of internal team staff and subcontractors personnel, and preparation of presentation and briefs to Government clients.

- **Program Manager, Contracted to State DOTs, Weris,Inc,** ***(06/1995) – (05/2000)***

Asset Management Program and System for State DOTs: Dr. Tao led the design and implementation of a Highway Maintenance Management System for more than a dozen state DOTs.

- **Program Manager, Contracted to FHWA, Weris,Inc,** ***(07/1993) – (06/1995)***

Bridge Management System: Dr. Tao implemented a bridge management system PONTIS for a number of state transportation agencies. He developed network and project optimization modes to obtain optimal lifecycle maintenance and management strategies for bridges and other related transportation assets.

PROFESSIONAL PUBLICATIONS

- Tao Z, Corotis RB, Ellis JH (1995). *Reliability-based structural design with markov decision processes.* Journal of Structural Engineering (United States). 121(6). 971-980.
- Tao Z, Corotis RB, Ellis JH (1994). *Reliability-based bridge design and life cycle management with Markov decision processes.* Structural Safety. 16(1-2). 111-132.
- SHRP 2 Final Report S2-L32C-RW-1, *Post-Course Assessment and Reporting Tool for Trainers and TIM Responders Using the SHRP 2 Interdisciplinary Traffic Incident Management Curriculum*, TRB, May 2015.
- SHRP2 Final Report S2-L13-RW-1, *Requirements and Feasibility of a System for Archiving and Disseminating Data from SHRP 2 Reliability and Related Studies*, TRB, November 2011.

WERIS

He Wang, Project Manager, Transportation Systems Specialist

Years of Experience	23 Years
Current Job Title & Employer	Project Manager, Weris, Inc.
Educational Background and Certifications	• M.S., Systems Engineering and Project Management, George Washington University • B.S., Electrical and Electronic Engineering, Tonji University
Summary of Experience	Over twenty years of experience in supporting the design, implementation, and testing of transportation operations systems in Northern Virginia. Has worked closely with government agencies as such NASA, TSA, VDOT, and private company clients as such Transcore and Transurban for collecting requirements and delivering compliance at a variety of levels such as system design, testing, quality control, and data analysis. Supported the testing and deployment of Traffic Technology Management System (TTMS) for I-395/I-95 Express Lanes. He also led the design of I-66 Inside-the-Beltway Dynamic Pricing modeling and simulation.
Specific or Technical Accomplishments	**Methodologies and Processes** • User Acceptance Testing • Traffic Simulation • Dynamic Pricing Strategies • Quality Assurance • Performance Evaluation • Test System Development **Systems, Tools, & Software** • TransModeler • GISDIK • Python • SQL • Power BI

Recent Experience

- **Senior Data Analyst and Simulation Modeler, Contracted to Virginia Department of Transportation (VDOT), Weris. Inc. (8/2016) – Present**

Supported the VDOT I-66 Inside the Beltway Express Lanes Dynamic Pricing Implementation project. Built a regional traffic simulation model using TransModeler and programming a tolling mechanism and algorithm with GISDK script and Python language. Recommended dynamic pricing strategies and plans to VDOT with a balance of traffic performance, throughput, revenue, and regional impact. Accessed the traffic database, queried, and analyzed traffic data in SQL, and provided intelligence for future traffic improvement by using Power BI. The impact of the Senior Data Analyst's contributions during the VDOT I-66 Inside the Beltway Express Lanes Dynamic Pricing

Implementation project was substantial. His traffic simulation model, tolling mechanism, and algorithm were integral in shaping the project's core strategies. His dynamic pricing recommendations provided VDOT with a solid foundation for optimizing toll rates, effectively managing traffic, and generating revenue in a manner that benefited both commuters and the region at large. During this project, Mr. Wang coordinated and managed all aspects of the testing process and provided quality control using HP Quality Center.

- **Program Manager, Contracted to TSA, Weris Inc., (7/2018) – Present**

Supports TSA airport equipment maintenance data analysis efforts by developing a database, managing transportation security equipment (TSE) maintenance data, transforming, analyzing, and reporting data at all metrics levels, programming and implementing functions in the database to support TSA routine and/or ad-hoc requests, and dynamically managing requirement, source data, functions, process, procedure, analytical data and reports in a secure TSA environment. The project regularly collects maintenance data for all airport equipment under maintenance contracts or in warranty from maintenance vendors or equipment OEMs. Delivers both routine and ad-hoc reports to TSA and normalized source data in various data formats and files. Mr. Wang's contributions as the Program Manager at Weris, Inc. have been noteworthy. Under his leadership, the TSA Security Equipment Maintenance Database Analytics Service Contract has consistently met or exceeded performance expectations. The project's success is reflected in the timely delivery of high-quality reports, the optimization of equipment maintenance procedures, and the enhancement of data-driven decision-making within TSA. As the Program Manager, Mr. Wang is entrusted with the critical responsibility of ensuring the efficient execution of the TSA Security Equipment Maintenance Database Analytics Service Contract. He meticulously manages project performance, closely monitors project schedules, and identifies potential risks that could hinder the project's successful completion. His proactive approach to risk mitigation has contributed to the project's steady progress and success.

- **Sr. Data Analyst and Simulation Modeler, Transurban Traffic Management Systems for I-495 and I-95 Express Lanes, Weris, Inc., (2014) – (2015)**

Responsible for supporting the Transurban Traffic Management Systems for I-495 and I-95 Express Lanes project. Responsibilities included coordinating the conduction of all levels of testing, managing test requirements, test plans, test cases, test defects, and providing quality control. As a Senior Data Analyst, his contributions during the Transurban Traffic Management Systems project were substantial. His role was pivotal in ensuring that the Traffic Management Systems were robust, reliable, and aligned with project requirements. By coordinating testing activities, managing test requirements, and documenting defects, he played a central role in delivering a high-quality product that met or exceeded stakeholder expectations. The system was delivered on time with the successful transfer of the gate control system from VDOT NRO operations.

- **Systems Engineer, NASA, (2004) – (2014)**

Responsible for providing systems engineering support for satellite and its component delivery. His responsibilities included leading component test system development and integration and maintaining requirements traceability. Led the Orbital EGSE team in delivering a functional test system for its command and data handling system for the multiple Orbital/NASA programs. By successfully leading the development of component test systems, he contributed to the enhanced reliability and

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performance of satellite components. His efforts to ensure requirements traceability helped maintain a clear understanding of project goals and enabled efficient decision-making. Under his guidance, the team delivered functional test systems that played a critical role in verifying the command and data handling systems of multiple Orbital/NASA programs. The achievement directly contributed to the successful integration and operation of satellite systems, bolstering the company's reputation for delivering reliable and high-quality aerospace solutions.

Recent Experience (cont.)

- **Title, Contracted to GovAgency, Company,** ***(Mo, Year) – (Mo, Year)***
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- **Title, Contracted to GovAgency, Company,** ***(Mo, Year) – (Mo, Year)***
- **Title, Contracted to GovAgency, Company,** ***(Mo, Year) – (Mo, Year)***

Wendy Griffin, CPM

Education

Bachelor of Business Administration, Accounting, Campbell University

Registration:

Certified Public Manager: National Certified Public Manager Consortium

Wendy has over a decade of experience supporting tolling operations, including more than two years in direct operations roles. She led efforts around customer service center operations, back office systems, and reporting for the North Carolina Turnpike Authority (NCTA), where she developed tolling policies, business rules, and provided financial and operational leadership. Her recent work includes operations support for both the NCTA and the Maryland State Highway Authority, in collaboration with the Maryland Transportation Authority, focusing on the implementation of a network of priced managed lanes through a public-private partnership. This effort included direct engagement with E-ZPass based operations, contributing to system readiness and operational alignment. Wendy's experience encompasses staffing management, forecasting, and the application of Quality Assurance principles within tolling environments. She has worked closely with call center operations, ensuring service delivery standards and performance metrics are met and exceeded. Her collaborative approach, commitment to operational excellence, and deep understanding of tolling system dynamics make her a valuable asset to any ETC Program Management Office. Wendy's proficiency in software systems, policy insight, and hands-on tolling experience position her as a trusted leader in the field.

Relevant Experience:

I-495 and I-270 P3 Program Owner's Representative, MDOT SHA, Statewide, MD– Operational Consultant. Served as owner's representative for the I-495 and I-270 Managed Lanes Program, part of an $11 billion traffic relief initiative in the Capital Region. Wendy provided program management, risk management, concept development, solicitation evaluation, and stakeholder coordination. She led tolling activities, including technical requirements, contract development, and operations planning. Wendy also delivered strategic consulting on technology solutions, including V2X communications, advanced sensors, and AI/ML applications to improve revenue collection, traffic operations, and safety. Wendy was a source for operational and financial functions as they apply to managed lanes and Public Private Partnerships.

On-Call Toll Operations, North Carolina Turnpike Authority (NCTA), Statewide, NC – Project Manager. RS&H provides technology consultation services in support of the NCTA back office toll program and operational support for the expansion of existing toll systems and facilities. A catalyst of these efforts is how RS&H addresses outstanding issues and project constraints via a proactive risk management approach that assesses each risk, assigns a probability, and develops a mitigation strategy. Wendy provides leadership, financial and operational support for on-going operations and future initiatives while incorporating risk

analyses on project deliveries. She served in a key role for the transition to a new back office system in 2023 focused on finance, operations, interoperability, data migration and vendor compliance.

On-Call Tolls, VDOT, Statewide, VA – Tolls Consultant. RS&H is providing continued consultant support services for VDOT's initiative to procure and deliver high-occupancy vehicle enforcement by means of VOD. The initial installation will be two VOD sites (eastbound and westbound) at a single location on I-66 ITB. RS&H is serving as technical advisors during the procurement process and supporting the review of proposals. RS&H will also provide installation and operations oversight support to validate the vendor's performance against contract terms. Wendy provides financial and technology support services, and will assist with back office maintenance and systems.

IV and V Support, Pennsylvania Turnpike Commission, Harrisburg, PA – Operations Consultant. Scope includes the creation of requirements documents, design reviews, testing oversight, and comprehensive oversight for financial postings, payments, and reconciliations within the Unified Back Office System (UBOS) being developed. Wendy is responsible for business policy development and validation, as well as stakeholder coordination to confirm all project objectives are met. Wendy is leading the team to develop blueprints, features, user stories, and test cases to provide for a robust and scalable system. Upon completion, this system will represent a one-of-a-kind solution in the tolling industry, leveraging commercial off-the-shelf (COTS) products to enhance operational efficiency and reliability for the Pennsylvania Turnpike Commission.

NCDOT and Office of State Controller, Raleigh, NC – Toll Revenue Manager. Oversaw toll revenue and ensured it was accurately accounted for and reported in a timely manner, which required a thorough knowledge of how toll revenue is generated from the roadside to back office and then recorded to the General Ledger. Ensured NCDOT's accounting system stayed in balance with the back office to interface at a summary level for reporting purposes. Worked with the back - office provider to develop new reports as new roadways and processes are implemented. Ensured that all necessary use cases and general ledger accounts were created and followed. Served on pricing and selection committees for transponder, roadside, BOS and operations request for proposals. Ensured compliance of financial requirements when issuing RFPs. **North Carolina Office of State Controller – Business Systems Accounting.** Wendy was the Payroll Team Lead and provided expertise in the processing of payroll for state employees. Configured and thoroughly tested SAP HR/Payroll and integration points with financials to support the functions needed to accurately produce payroll for over 80,000 state employees. She led workshops and meetings that distributed information about how the old and new systems worked; was the payroll and time manager in the BEST shared services center during system implementation; set operational processes to ensure that state employees' pay, and time were processed accurately and efficiently; and managed two employees and provided supervision and leadership to a group of 24 employees. Served on the production support team as a senior applications analyst for payroll and time. **NCDOT – Systems Accounting Supervisor.** Wendy provided supervision and leadership for NCDOT's Payroll and Insurance section. She verified that all 15,000 NCDOT employees were paid timely and accurately on a biweekly basis, averaging over $19 million per payroll; verified that system changes were communicated and tested prior to production implementation; resolved any issues involving payroll or insurance for employees, vendors, or reporting agencies; and verified that all payroll reporting was completed timely and accurately, accounts were reconciled and that payroll expenses were posted accurately.

Jonathan Darton

Customer Experience & Mobility Integration Lead

Jonathan has over 20 years' experience in the areas of intelligent system design, development, and implementation.

Jonathan has been actively engaged with stakeholders for many mobile, ITS, TMC and systems related projects including ATMS, ATIS, data acquisition, and data warehousing systems. Jonathan manages the Canada West Intelligent Systems Solutions and Global Mobile Development teams who provide service to clients throughout North America. He holds the Information System Professional (I.S.P.) and ITCP designations from Canada's Institute of Information Technology Professionals.

Key Information

Education & Qualifications

- BCOMM (Major: Computer Information Systems), Mount Allison University, Sackville, NB
- Bilingual Certificate (French), C.P. Allen High School, Bedford, NS

Memberships

- Chair, Advanced Transportation Management Systems Technical Committee, Intelligent Transportations Systems Canada
- IEEE, Institute for Electrical and Electronic Engineers (Professional)
- Canada's Association of I.T. Professionals

Why Jonathan?

- Led complex ITS and mobility system deployments across North America.
- Brings strategic leadership in scalable, future-ready transportation technology.
- Experienced in governance, procurement, and system integration for large programs

Project Experience

Whatcom Council of Governments

National Border Data Warehouse (NBDW)

The NBDW system is a central repository of crossing delay data for US-Canada border crossings. The system includes a state-of-the-art platform, database design, and software, that enables fast querying and reporting of large volumes of real-time border related data. Project partners include transportation agencies on both sides of the US-Canada border, including Transport Canada, US Federal Highway Administration, and WA State Department of Transportation. Other participating agencies include BC Ministry of Transportation, TransLink, and the Whatcom Council of Governments. Jonathan was responsible for the management of the software development and stakeholder consultation activities.

Whatcom Council of Governments

Cascade Gateway Border Data Warehouse

The Cascade Gateway Border Data Warehouse is a central repository for British Columbia-Washington border crossings. The system collects border crossing related data from multiple ATIS systems within the region and provides and online reporting interface to allow for querying of data by crossing, lane, and detector. The system also allows for querying of data collected from other sources including Weigh-in-motion (WIM) and BTS Freight data. Jonathan is responsible for the management of the team responsible for ongoing support and maintenance of the system.

Project Experience Continued

Southern Ontario Commercial Vehicle Survey

Ministry of Transportation Ontario

This study included the final phase of survey data collection for the province-wide 2012 CVS (i.e., data collected from 2010-2014). The CVS involves driver interviews at roadside locations throughout the province. Traffic classification counts are also conducted with much greater rigour than typical industry standards to ensure that the proportions of trucks by class are accurately represented. The CVS collects information about commercial vehicle trips, company and vehicle characteristics, and commodities. The CVS is conducted at data collection sites along provincial highways, major municipal routes, border crossings, and major freight transfer facilities throughout the province. The study also involved developing an updated survey software for data collection, processing the SO CVS data and integrating the survey records with data from previous data collection phases to prepare an integrated commercial vehicle survey database. Based on analysis of the resulting dataset, findings summarized provincial commercial vehicle travel in a travel profile report, as well as detailed station-by-station summaries. Jonathan was the Project Manager for the technical delivery.

Connected Vehicle Test Bed

ACTIVE AURORA

The University of Alberta Centre for Smart Transportation, in collaboration the University of British Columbia and public and private industry partners, have developed Canada's first Connected Vehicle test bed: ACTIVE-AURORA. The test bed is a research circuit, which is a network of six on-road and in-lab test beds equipped with CV technology, including DSRC field equipment. The test beds will focus on the testing and evaluation of new and emerging connected vehicle systems, applications, and services for both active traffic management and freight security and efficiency. In Alberta, three on-road ACTIVE (Alberta Cooperative Transportation Infrastructure and Vehicle Environment) test bed sites are in the greater Edmonton area. The test beds enhance the ability to develop, test, demonstrate and commercialize innovations for active traffic management. Jonathan is the Arcadis (Formerly IBI Group) project manager assisting with coordination activities related to the Industry Research Chair program planning and NSERC Engage Transit Signal Priority CV research. **Variable Speed Limit System**

(VSLS) Congestion Algorithm

Ministry of Transportation and Infrastructure (BC MoTI)

Building on the success of the VSLS deployment within British Columbia, BC MoTI has identified the need to expand the system to support congestion-based signing on the Fraser Valley Highway 1 corridor. Upgrades include a conditions-based algorithms providing flexibility in the configuration allowing for adjustments that the introduction of new attributes as required. Jonathan is responsible for managing the iterative implementation of the system.

Next Generation TMC

City of Calgary

Driven by a City Council priority mandate to "expand the Traffic Management Centre capabilities to improve the provision of traffic monitoring, incident management, traffic operation efficiency and traveller information", the City's Roads business unit has initiated the Next Generation TMC project. A state-of-the-art TMC will provide the technical capability to monitor and control the operation of the road network and provide exceptional customer service and dispatch capacity. The implementation of a TMC requires careful planning due to the cross-cutting nature of centralizing systems and operations, points of integration, and ultimately, the underlying costs of the investment. Jonathan is the program manager overseeing all aspects of the project including specification development, procurement, system integration, and TMC design.

Key Information

Core skills

- Technology design and architecture
- Systems implementation and delivery
- Requirements analysis

Education & Qualifications

- Honours Bachelor of Applied Science in Mechatronics Engineering, University of Waterloo

Licenses & certifications

- Data Science Professional Studies by IBM
- Java SE 8
- Oracle Database 12c

Why Michael?

- Brings extensive hands-on experience and deep technical expertise in electronic tolling systems.
- Demonstrated success designing and architecting solutions tailored to client operational and business needs.
- Recognized for rapidly introducing new technologies, methodologies, and scalable system designs.

Michael Scinocca

Toll Payment Systems Lead

Michael has 17 years of experience in designing and delivering end-to-end tolling system solutions.

Michael is a proven technical lead with extensive experience delivering tolling systems across multiple jurisdictions and regulatory environments worldwide. While specializing in roadside system integration. Michael brings deep expertise across the full tolling ecosystem, including back-office systems, field devices, and operational workflows. Michael has successfully integrated a wide range of tolling and ITS devices, including RFID readers, optical scanners, cameras, inductive loop controllers, point-of-sale systems, and dynamic signage. He consistently balances system reliability with innovation, driving the adoption of modern technology stacks and advanced capabilities such as machine learning–driven vehicle classification.

Project Experience

New Toll Collection System

Mackinac Bridge Authority, Michigan 2019-Present

The project involved a full replacement of an existing tolling system, encompassing roadside infrastructure, back-office platforms, and a customer service portal. The solution supported multiple payment channels, including RFID tags, smart cards, cash, point-of-sale transactions, and online e-commerce for customer account management. Michael served as the development team lead and lead developer throughout the project lifecycle for the full duration of the project. He was directly involved from initial requirements definition through system design and development, overseeing comprehensive testing and supporting the system go-live. His role ensured the delivered solution met functional, operational, and performance requirements across all system components.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.2 ☐ 2.1.3 ☐ 2.1.4

Project Experience Continued

HOV Violation Reporting Tool

Virginia State Police, Virginia, 2017-2024

The project involved the rapid design and implementation of a violation reporting system supporting coordination between toll system operators and state police. The system progressed from requirements definition to production deployment within a six-week delivery window. Michael worked closely with both toll system operators and state police to define system requirements and operational workflows and provided support during the full project. He was the lead developer, responsible for handheld reader data integration, database design and development, and the design and implementation of a web application interface. Michael also led system deployment and provided implementation support, ensuring the solution was delivered successfully within the aggressive schedule.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☑ **2.1.2** ☐ 2.1.4

Terminal Traffic Monitoring System

Halifax Port Authority, Halifax Nova Scotia Canada, 2017-2021

The project involved the design and implementation of a terminal traffic monitoring system for the Port of Halifax, leveraging RFID tag readers, LTE-connected field devices, and cloud-based server technologies to track truck movement within port facilities. Michael served as the lead developer for the solution, responsible for both field device and cloud server software development and provided support for the full duration of the project. He led the field hardware architecture design and played a key role in the analysis, operation, and ongoing support of the production system. Michael's work ensured reliable end-to-end data flow from roadside and terminal equipment to cloud platforms, supporting real-time visibility and operational reporting.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☑ **2.1.2** ☐ 2.1.4

Windsor Tunnel

Windsor Detroit Borderlink Limited, Windsor, 2023-Present

The project involved replacing a third-party tolling system that limited client control with a fully client-owned roadside and back-office solution. The new system supported automated credit card and electronic toll collection processing, providing full visibility and control over lane revenue management. Michael served as the lead developer, delivering a complete roadside replacement and back-office management and auditing system and providing support for the full duration of the project. He was responsible for system development across roadside processing, revenue management, and auditing functions.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☐ 2.1.2 ☐ 2.1.4

Cobequid Pass Toll Highway

Highway 104 Western Alignment Corporation, Nova Scotia, 2009-Present

The project involved a full replacement of a six-lane mainline toll plaza and customer service facility, including complete replacement of lane devices, tollbooths, and supporting systems. Michael contributed to the development and integration of key roadside and payment system components and provided support for the project. He integrated digital I/O modules supporting vehicle detection sensors, driver notification systems, traffic signals, and barrier gate control. Michael developed a laser scanner based algorithm to accurately detect passing vehicles and implemented integrated credit card processing via point-of-sale devices, along with an automatic account replenishment system using pre-authorized credit card transactions.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☐ 2.1.2 ☐ 2.1.4

Key Information

Core Skills

- Tolling Systems, ITS & Transportation Technology
- Network Communications & Cybersecurity Architecture
- Program Governance, Systems Integration & Technical Advisory

Education & Qualifications

- Computer Systems Technician Diploma, Networking, Centennial College
- Bachelor of Management Studies, University of Mumbai

Licenses & Certifications

- CISSP ‘21 and CCNP ‘18
- Cisco Express Security Specialization – IPS, 2015
- Securing Cisco Networks with Sourcefire Intrusion Prevention System, 2015
- MCSE, 2011
- MCTS, 2011

Why Rushabh?

- 10+ years delivering transportation, tolling, ITS, and critical infrastructure technology solutions
- Proven leadership managing large-scale secure networks supporting 3,000+ field devices and 24x7 operations
- Experienced in procurement support, systems integration, testing, implementation oversight, and operational governance aligned to agency objectives

Rushabh Kadchhud

B.M.S, CISSP, CCNP, MCSE

Network, Communications & Cloud Cybersecurity Lead

Rushabh has over 10 years of expertise with his extensive skill set underpinned by CISSP and CCNP certifications, affirming his comprehensive knowledge of Network and Security practices.

Rushabh is proficient with technologies such as Cisco, Palo Alto, Juniper, and Siemens, conducted network, and security audits, network monitoring operations, and generated availability reports. He has successfully managed a network encompassing 3,000+ end-to-end devices, prominently featuring over 1,000 Layer 2 Switches along Provincial Highways. His accomplishments include Network and Security design for the major freeways, incorporating innovative approaches like 1 G and 10 G Fibre design using ring topology to seamlessly connect the field network to the core environment hosted at a private datacentre. Rushabh orchestrated the consolidation of core network hardware under a single vendor, streamlining operations. His role extended to conceptualize innovative solutions, secure funding, and implement strategies for improved efficiency and security to the projects of which he has been a part.

Project Experience

Toll Integration and Systems Contractor

State Road and Tollway Authority (SRTA), Georgia, 2022–Ongoing

Led procurement and implementation governance for a mission-critical electronic tolling platform, ensuring system reliability, scalability, and operational risk controls across lifecycle phases. Authored procurement and technical requirement frameworks, including SLAs and contract controls, and developed structured evaluation criteria for Toll System Integrator selection. Oversaw back-office system integration design and validation, including transaction processing, violation management, and license plate recognition workflows, ensuring data integrity and system interoperability. Governed contract execution and system delivery, leading technical design reviews and system acceptance testing to validate performance, security, and operational resilience. Provided post–go-live operational oversight through final acceptance, ensuring system stability and compliance with agency requirements.

Scope Relevance: ☐ 2.1.1 ☑ **2.1.2** ☑ **2.1.3** ☑ **2.1.4**

Project Experience Continued

Toll Collection System Modernization:

Delaware River Port Authority (DRPA), 2024 – Ongoing

Assessed end-to-end tolling technology architecture (roadside hardware, back-office platforms, data flows, and operational controls) to support system modernization and risk mitigation. Authored the Toll System Replacement RFP and Engineer's Cost Estimate, defining technical, security, operational, and performance requirements for a large-scale critical infrastructure system. Led vendor due diligence including proposal evaluation, technical interviews, site inspections, and contract negotiations to ensure system reliability, cybersecurity, and scalability. Acted as Owner's Representative, overseeing system integrator delivery, contract compliance, and implementation governance for a mission-critical transportation technology platform.

Scope Relevance: ☐ 2.1.1 ☑ **2.1.3** ☑ **2.1.2** ☑ **2.1.4**

Network and Security Detailed Design

Mackinac Bridge Authority

Design build, procurement and implementation of core network and firewall architecture for 24x7 tolling operations which included the Cisco three-tier model. High-availability solution on Cisco ASA Firewalls with FirePower rules that provides Layer 7 visibility of network traffic through IPS, Anti-Malware Protection and URL Filtering. As Senior Network and Security Architect, Rushabh designed redundant IPSec VPN tunnels for Oracle Cloud and Microsoft Azure, and set up remote VPN access via Cisco SSL AnyConnect VPN, implementing two-factor authentication on the Cisco Duo platform. He also led the fibre optic design for lanes to communicate redundantly with Core Network using HSRP on Catalyst Switches. Rushabh worked with PCI Qualified Security Assessor (QSA) to conduct Penetration Test to determine internal and external vulnerabilities.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☑ **2.1.2** ☑ **2.1.4**

Ground Transportation Management System

Port Authority of New York and New Jersey

Rushabh was the Network Communications Architect leading the network and security design for cloud-hosted solution to connect three major airports – JFK, LGA and EWR by automating the dispatch of ground transportation and connecting drivers to ride opportunities via a mobile application. He ensured the configuration of Cisco Industrial Routers to connect to private MPLS subnet to communicate with virtual machines connected on Microsoft Azure and failover between two ISPs for redundancy. Rushabh provided post implementation support and training to users and stakeholders.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☑ **2.1.2** ☑ **2.1.4**

Paul Hsu PE

ITS Planning and Design

Paul has 22 years of experience in ITS planning, design, and implementations.

His areas of expertise in ITS include design and analysis of communication systems, electrical systems, traffic management centers as well as performing system engineering analysis for ITS deployments. He has managed and led ITS design teams for a variety of ITS projects by TxDOT, LADOTD, ALDOT, MDOT, FDOT, and GDOT. His areas of expertise in ITS include design and analysis of field devices, communication systems, video systems, electrical systems, traffic management centers, CAV, as well as performing systems engineering analysis (SEA) for over 15 complex ITS projects. He has a wealth of design experience in developing plans, specifications, special provisions, construction estimates, project schedules, traffic management plans, FAA evaluations, and LADOTD Constructability/Biddability reviews. In addition, his experience also includes providing construction engineering support services such as reviewing shop drawings, as-built drawings, and requests for information.

Project Experience

ITS System Design & Integration IDIQ - Connected & Autonomous Vehicles (CAV) Technology Team Support Task Order (TO)
LADOTD, Statewide, LA, 2017-2020
As Project Manager for the full duration of this project, Paul provided CAV technology expertise to DOTD's CAV Technology Team (composed of four working groups drawn from about 25 sections of the Department) for exploring and evaluating the latest CAV technology. Facilitated web meetings and workshops to identify ways LADOTD can achieve ITS missions by leveraging CAV technology, present "lessons learned from Connected Vehicle (CV) deployments" from other agencies, determine roles and responsibilities within DOTD to support CAV projects, and keeping the team up to date with current CAV technological developments.

Scope Relevance: ☐ 2.1.1 ☑ **2.1.2** ☐ 2.1.3 ☑ **2.1.4**

Key Information

Core skills

- ITS Implementation and Technology
- ITS Planning/Feasibility Study
- ITS Design
- Electrical System Design
- Connected Vehicle Techology Strategic Planning and Innovation
- Transportation

Licenses & certifications

- Professional Engineer - Electrical, TX

Why Paul?

- Extensive experience in ITS Systems Implementation Planning and Architecture including hands-on experience with Turbo Architecture
- 20+ years of ITS systems engineering and networks analysis, design, and deployment
- Experience with CAV technology planning and implementation support

Project Experience Continued

ITS Master Implementation Plan

TXDOT, San Antonio, TX, 2022-2025

As Project Manager for the full duration of this project, Paul developed an ITS Master Plan for the TxDOT San Antonio district. The ITS Master Plan focused on developing innovative ITS strategies that conform to regional plans and objectives. High level cost estimates for system design and implementation were provided for each project. Key ITS strategies and projects for implementation include system expansion of communication network, traffic management, traveler information, wrong way driving, integrated corridor management, incident detection, traffic signal optimization, and vehicle to infrastructure (V2I) deployments leveraging C-V2X technology.

Scope Relevance:	☐ 2.1.1	☐ 2.1.3
	☑ **2.1.2**	☑ **2.1.4**

ITS System Design & Integration IDIQ - Video Distribution Management System (VDMS) Replacement System Engineering Analysis (SEA)

LADOTD , Baton Rouge, LA, 2013-2014

As Project Manager for the full duration, Paul used a SE analysis (SEA) process to evaluate various replacement options for the current VDMS in order to provide necessary system upgrades. Five different products and three different hosting solutions were evaluated to gain insight on available technology. Led the Arcadis team to develop a list of needs and system requirements that was used to compare the different products across several categories in detail. The selected concept consisted of a hybrid-hosted system which combined the benefits from the local and cloud -hosted solutions and represented the most value.

Scope Relevance:	☑ **2.1.1**	☐ 2.1.3
	☑ **2.1.2**	☐ 2.1.4

GeauxPass Toll System Upgrade

LADOTD, New Orleans, LA, 2011-2012

As System Engineer for the full duration, Paul provided contract oversight, program governance, and technical support for the system operations of two LADOTD Toll facilities: Crescent City Connection Toll Plaza in New Orleans and LA1 Toll Bridge in Golden Meadow. Responsibilities include working with the electronic toll consultant on contract to conduct system assessment of each LADOTD toll facility regarding system architecture and back-office structure. The purpose of the assignment was to identify system inefficiencies and explore improvement options for addressing ongoing performance deficiencies. The assessment includes the high-level review of various sub-systems and policies including lane equipment, image processing, violation enforcement system (VES), interactive voice response (IVR), back-end software, communications, and business rules.

Scope Relevance:	☑ **2.1.1**	☑ **2.1.3**
	☐ 2.1.2	☑ **2.1.4**

Traffic Signal Control System Upgrade

LADOTD, Baton Rouge, LA, 2015-2015

As System Engineer for the full duration of this project, Paul developed a SEA document for the traffic signal control system upgrade in compliance with the FHWA Final Rule (23 CFR Part 940.11) for project implementation. This project defined the high-level requirements and concept of operations. The SEA included how the various groups within LADOTD shall use the software, how it may be integrated with the existing ATMS, any additional hardware or software requirements, and how it may be implemented and used by other partner agencies. Project tasks included: operational concept, physical architecture using Turbo Architecture, requirements, high-level, regional-architecture functional requirements, user needs/requirements, traffic signal control software functional requirements, determine methods of procurement, and alternative analysis configuration and high-level design.

Scope Relevance:	☑ **2.1.1**	☐ 2.1.3
	☑ **2.1.2**	☐ 2.1.4

Key Information

Core skills

- TMC Operations & Incident Management
- ITS Systems Engineering & Integration
- Strategic Planning & Emerging Technology (CAV, V2X)
- Program Governance, Stakeholder Coordination

Education & Qualifications

- MS, Transportation Engineering, Northeastern University
- BS, Mechanical Engineering, Tufts University

Why Jonathan?

- Leads TMC operations and incident management, delivering real-time coordination, system performance monitoring, and multi-agency response.
- Integrates ITS, data systems, and dashboards to improve situational awareness, decision-making, and operational reliability.
- Provides technical leadership and program governance, advancing scalable solutions and emerging technologies.

Jonathan Koopmann

TMC Operations and Incident Management Lead

Jonathan has 25 years of experience leading intelligent transportation systems, traffic management operations, and mobility initiatives

Jonathan is a transportation systems and operations leader with experience managing transportation projects, including TMC operations, incident response coordination, and systems analysis for federal and state agencies. His expertise includes integrating ITS technologies, operational data, and communication systems to support effective incident management and improve system reliability and response outcomes. He brings experience in data integration and business intelligence, including the development of dashboards and performance monitoring tools to support operational decision-making and continuous improvement. He also provides technical leadership and program governance, coordinating across agencies and stakeholders to deliver complex transportation operations programs. His additional background in systems engineering and emerging mobility technologies supports strategic planning and implementation of scalable, future-ready transportation solutions to meet operational and innovation goals.

Project Experience

Highway Operations Center/Systems Development

Connecticut Department of Transportation, CT, 2025-Present

Jonathan leads a team of 24/7 TMC operations, incident response coordination, and system performance monitoring, integrating operational data and communications across agencies. He directed the development of cross-department dashboards, real time analytics tools, and the 511/CTroads platforms, improving situational awareness and response times. He also advanced TIM, safety analytics, and multi-agency coordination, directly supporting ITS operations, performance monitoring, and stakeholders.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.2 ☑ **2.1.3** ☐ 2.1.4

Project Experience Continued

I-84 Flex Lane ITS Systems Engineering

Connecticut Department of Transportation, CT, 2025-Present

Jonathan led the development of systems engineering, requirements development, and CONOPS refinement, supporting CTDOT and FHWA compliance for a dynamic-lane highway. He contributed to requirements traceability, risk assessment, communications architecture, and ATMS integration, ensuring alignment between operational needs and system design. His role supports systems implementation, performance validation, and lifecycle governance for complex ITS environments.

Scope Relevance:	☑ **2.1.1**	☐ 2.1.3
	☐ 2.1.2	☐ 2.1.4

Vehicle Safety Standards Development

National Highway Traffic Safety Administration (USDOT), Cambridge, MA, 2023-2025

Developed national safety frameworks for advanced and automated vehicle technologies, providing technical analysis, performance evaluation, and benefits-cost methodologies to support data-driven regulatory development. Responsibilities included coordinating across agencies and industry through technical workshops and stakeholder engagement, aligning requirements with operational and technological constraints while supporting strategic planning, emerging technology deployment, and program governance.

Scope Relevance:	☑ **2.1.1**	☐ 2.1.3
	☑ **2.1.2**	☑ **2.1.4**

Transportation Technology Innovation and Deployment

USDOT Volpe Center, Cambridge, MA, 2017-2022

Advanced national ITS and emerging mobility initiatives, including V2X and data integration programs, through delivery of technology deployment strategies, system performance assessments, and interoperability frameworks. Work included implementation of V2X systems, data exchange platforms, and TSMO initiatives, alongside stakeholder coordination and program execution, supporting technology integration, innovation, and system performance optimization.

Scope Relevance:	☑ **2.1.1**	☐ 2.1.3
	☑ **2.1.2**	☑ **2.1.4**

Dean El-Baz, PE

Education

Master of Science, Civil Engineering, The University of Texas at Austin

Bachelor of Science, Civil Engineering, Texas Tech University

Registration

Professional Engineer:
CO #PE.0063990
IL #062076020
MI #6201314368
OR #104694PE
WA #24005003
TX #111022

Nat'l Council of Exam. for Eng. and Srvy. (NCEES):
US #17-139-92

Dean's experience includes being a technical advisor and project manager for P3 and alternative delivery projects. He has supported every phase of alternative delivery programs spanning from pre-procurement through operations and maintenance. He also has experience as the owner's side alternative delivery advisor in Texas, Illinois, Missouri, Florida, Pennsylvania, and Ohio. Dean's unique perspective as both a private owner managing a design-build contractor and a public sector advisor enables him to effectively anticipate and address project needs and concerns through the project lifecycle. Dean has a proven track record in stakeholder management, including coordination with state DOTs, FHWA, local agencies, and the public.

Relevant Experience:

183 North Mobility Project, Central Texas Regional Mobility Authority, Austin, TX – GEC Consultant and Senior Procurement Manager. Dean developed the Project Management Plan (PMP) and Instructions for Proposers (IFP), created the Evaluation Manual, and coordinated responsibilities of evaluation committee members for a fair and thorough proposal assessment. Dean also conducted training for both Central Texas Regional Mobility Authority (CTRMA) and subject matter expert staff for consistent evaluation across the board.

Mobility 35 Program, Austin, TX – Program Delivery Director. Dean directed program delivery for this multi-corridor mobility program, overseeing procurement, design, and construction phases. He helped TxDOT navigate the complexity of sequencing and capital programming of over 40 discrete projects ranging in construction CapEx cost from just over $3 million to $750 million. Part of the capital programming effort was to work within the legislative restrictions of Propositions 1 and 7, as well as the Texas Clear Lanes initiative to so that the various projects (tolled or non-tolled) could be delivered in accordance with voter approved ballot measures. Dean managed other PS&E consultants who were developing preliminary and conceptual plans needed to begin the planning process for procurement of programmed projects and so plans were delivered on time and on budget. This included reviewing and providing comments on program P6 schedules, reviewing applicable design specifications for upcoming projects, and performing site visits and audits for work that was under construction. Dean developed PowerBi dashboards to allow for real-time access to program funding, project status, and program metrics.

Pennsylvania Rapid Bridge Replacement, Pennsylvania DOT, statewide, PA – Program Manager. On this groundbreaking $900 million P3 initiative, Dean demonstrated exceptional leadership in overseeing the replacement of 558 structurally deficient bridges throughout Pennsylvania. This project showcased Dean's ability to

manage complex interactions between owner, contractors, and stakeholders. He provided full compliance with all aspects of the project agreement, including technical specifications, construction and environmental requirements, and schedule and budget constraints. Dean managed the review process for multiple bridge designs and utility plans simultaneously for quality and consistency across the program. He coordinated daily with internal and external stakeholders, including the development entity, design-builder, FHWA, and other governmental agencies, while also leading public engagement efforts and managing relationships with diverse stakeholders across the state.

I-75 Commercial Vehicle Lanes P3, Georgia DOT, Various Locations, GA – Risk Manager. RS&H is serving GDOT as its GEC, a first-of-its-kind project offering the unique opportunity to improve safety and mobility with construction of a dedicated 38-mile-long, truck-only facility on new location with limited access to general purpose facilities, as well as two miles of new auxiliary lane beyond the northern terminus of the truck lanes. The improvements consist of two northbound only CVLs, barrier-separated from the existing I-75 general purpose lanes, from I-475 to the vicinity of SR 155. The project will require approximately 24 bridge widenings, modifications, and/or replacements. Dean is assisting with risk-based cost estimating and will be administering the cost and schedule risk analysis (CSRA) process.

Cody Lemoine

O&M Advisory Lead

Cody offers over 13 years of specialized experience in ITS maintenance and operations, providing expert advisory DOT/agencies.

Key Information

Core skills

- ITS
- Network Communications
- Asset Management
- Device Maintenance

Education & Qualifications

- Project Management Professional, PMP

Licenses & certifications

- FAA Part 107 Drone Pilot
- FOA Fiber Technician and Design.

Why Cody?

- Extensive ITS O&M Experience: 11+ years maintaining and operating complex ITS networks
- Strong Technical Credentials: Certified in fiber optics, network communications, ITS devices, and cybersecurity.
- Proactive Problem Solver: Delivers reliable, efficient solutions and industry best practices for optimal system performance.

His background includes field inspection, systems integration, and the ongoing management of complex ITS networks featuring wireless, fiber optic, and copper technologies. Cody has comprehensive knowledge of network communications including Wi-Fi, cellular, and DSRC systems and stays current with industry standards and cybersecurity best practices. He is certified as a Fiber Optic Technician and Designer through Fiber Optics of America and has completed advanced technical training on a wide range of ITS assets and platforms, including COHU, Axis, Daktronics, ISS RTMS, Trafficware/Naztec, Econolite Autoscope, and Lufft RWIS. Licensed as an electrical contractor and low voltage telecommunications specialist, Cody's extensive O&M experience ensures reliable system performance, proactive issue resolution, and the application of industry best practices to optimize network uptime and operational efficiency.

Project Experience

ITS Maintenance, Engineering, and Inspection (ME&I) - Retainer Routine Maintenance

LADOTD, Louisiana Statewide, 2013-Ongoing

Arcadis is currently on its 4th consecutive contract with LADOTD. As supervisor and eventually Project Manager. Cody is responsible for providing routine maintenance of statewide ITS sites including, CCTV cameras, DMS, VD, and Ramp Meters. Routine maintenance activities typically include inspecting site equipment, changing air filters, vacuuming dust out of a cabinet, cleaning CCTV domes, cleaning DMS face plates, and cleaning cooling fans, as well as record keeping. Responsibilities also include development of detailed checklist by device type; integration of checklist with MMS software; standardized reporting; development of routine maintenance scheduler; and coordination with TMC, regional TMCs, and DOTD districts before, during, and after all routine maintenance activities. This project includes the troubleshooting and repair of malfunctioning ITS and network communications devices. Diagnostics and repair to utility power services, backup generator power sources, and solar power systems.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.2 ☐ 2.1.3 ☑ **2.1.4**

Project Experience Continued

ITS Management, Operations, and Maintenance Engineering & Inspection (ME&I) IDIQ Contract – Program Management (PM) and Maintenance Management System (MMS)

LADOTD, Louisiana Statewide, 2013-Ongoing

Arcadis is currently on its 4th consecutive contract with LADOTD. As supervisor and eventually Project Manager, Cody is responsible for program and project management, scheduling, and invoice document preparation for the DOTD ITS maintenance program. Responsible for managing the routine maintenance of CCTV camera, Dynamic Message Sign (DMS), vehicle detector (VD) and Ramp Meter (RM) sites, and responsive/emergency maintenance of CCTV camera and DMS sites located throughout the state of Louisiana. Developed Traffic Control Plans (TCP) and worked with the LADOTD project manager to determine safety class and critical level assignments for all ITS sites. Performed training for and installation of the maintenance management system (MMS). Worked on the development of performance measures reports, ITS Maintenance Plan, Program Management Plan (PMP) and Health and Safety Plan (HASP) for the project. Developed procedures and checklists for the performance of maintenance activities at ITS sites. Performed data collection for all existing and newly deployed ITS devices and assets. Performed site inspections, validation and quality control checks for maintenance activities performed under the contract

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☐ 2.1.2 ☑ **2.1.4**

ITS Maintenance Retainer Contract, ALDOT.

ALDOT, Statewide (2022-Ongoing)

As Project Manager and Technical SME, Cody led the ITS Maintenance project, delivering comprehensive operations and technical oversight. Key achievements include the development and successful implementation of the 811 utility locate program for the east central region, completing over 300 utility locates in the first year to support safe and efficient infrastructure work. The team provided routine and preventive maintenance for a variety of ITS devices, including troubleshooting, repair, and field upgrades to maximize system uptime and performance. Additional responsibilities included oversight of new ITS construction activities and integration of emerging technologies to enhance corridor operations.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☐ 2.1.2 ☑ **2.1.4**

CE&I for I-10 US 61 to Laplace ITS Deployment

LADOTD, Laplace, 2021-2025

As Project Manager, Cody led field inspection and investigation services to LADOTD on ITS expansion project that includes the installation of approximately 23 miles of fiber optic comms cable and conduit and the installation of 10 CCTV cameras including 4 that will be solar powered. Overseeing all aspects of CE&I including providing support and quality control oversight to the contractor during construction, directing field inspectors, and maintaining project documentation required by LADOTD, including Daily Work Reports, materials testing submittals, daily temporary traffic control, and daily pay items.

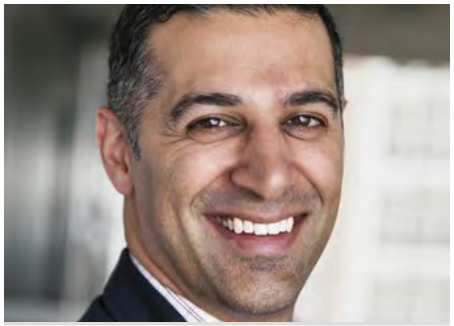
Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☐ 2.1.2 ☐ 2.1.4

LPR Planning and Deployment

LSP, Statewide, 2025-Ongoing

Cody served as Project Manager and technical lead for the statewide deployment and maintenance of Automatic License Plate Reader (ALPR) systems under a federal anti-drug initiative. He collaborated closely with the Louisiana State Police to identify strategic installation sites, coordinated with local municipalities, and managed permit preparation and system installations. Cody also led the troubleshooting and repair of legacy ALPR devices installed by previous contractors, significantly improving system reliability and operational effectiveness across key locations.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☐ 2.1.2 ☑ **2.1.4**



Rahul Mehra P.ENG.

Technology & Systems Integration Advisor

Rahul has over 23 years of experience with toll collections and intelligent transportation systems. His experience includes advisory services and system implementation for transportation systems

As a Global Portfolio Director at Arcadis specializing in Toll Systems, Rahul brings a wealth of expertise and experience to the forefront of tolling technology. With a strong background in implementing innovative solutions for efficient operations, Rahul has a proven track record of successfully overseeing the development and delivery of cutting-edge revenue system projects. With a keen focus on maximizing operational efficiency and customer satisfaction, Rahul excels in driving projects from concept to execution, leveraging a deep understanding of tolling technology and industry best practices. Through strategic leadership and a hands-on approach, Arcadis remains at the forefront of revenue systems innovation, consistently exceeding client expectations and setting new industry standards. Through a blend of technical acumen, project management skills, and a commitment to excellence, Rahul plays a pivotal role in shaping the future of toll and other revenue systems, driving sustainable growth and success for Arcadis and its clients.

Key Information

Core Skills

- System Implementation
- Strategic Planning & Innovation
- Program Governance & Advisory

Education & Qualifications

- B.A.Sc. (Honours) Civil Engineering University of Waterloo

Licenses & Certifications

- Professional Engineer, ON

Professional Affiliations

- Institute of Transportation Engineers (ITE)
- ITE Toronto Section President (2011)
- International Bridge Tunnel and Turnpike Association (IBTTA)
- ITS Canada & USA

Why Rahul?

- Deep domain expertise in toll and ITS systems, directly aligned with CTRMA's technology, operations, and strategic objectives.
- Track record of successful delivery across complex toll programs in North America, with experience navigating both new system deployments and legacy system modernization.
- Recognized innovator in mobility systems, applying modern technologies and data-informed approaches to deliver optimized, future-ready solutions.

Project Experience

On-Call Toll Consulting Services

Virginia Department of Transportation, 2004–present

Rahul has been a trusted advisor to VDOT, leading and supporting over 50 task order assignments across the agency's tolling portfolio. His contributions include conceptual through detailed design of statewide systems, and the development of a comprehensive benefit–cost analysis tool for the Electronic Toll Customer Service and Violation Enforcement System. He has also provided critical oversight during system implementation and led the establishment of O&M performance requirements and standards, ensuring operational readiness and system performance. He has consistently delivered assignments from initiation through closeout, maintaining a strong focus on quality, efficiency, and client outcomes.

Scope Relevance: ☑ 2.1.1 ☑ 2.1.2 ☑ 2.1.3 ☑ 2.1.4

Project Experience Continued

On-Call Electronic Toll Collection/Tolling Consulting Services

Delaware River Joint Toll Bridge Commission, Pennsylvania, 2014-present

Arcadis is part of a consulting team providing ongoing on-call advisory and delivery support to the Delaware River Joint Toll Bridge Commission. Rahul has served as Project Manager and now Principal for this project, overseeing all task orders and ensuring consistent delivery, quality, and alignment with DRJTBC's strategic objectives.

Rahul has played a central role across a diverse portfolio of assignments, including the development of technical requirements for the replacement of the existing system and the transition to an AET environment. His contributions also extend to leading and supporting key initiatives such as the AET feasibility study, AET system conversion and roll-out planning, and comprehensive ITS system assessments and replacement strategies.

In addition, Rahul has guided critical efforts in toll and ITS cybersecurity assessments and network infrastructure upgrades, helping to modernize and secure DRJTBC's operational environment. Across all assignments, he provides end-to-end oversight, from task initiation through execution and closeout, ensuring integrated, future-ready solutions that enhance system performance, resilience, and operational efficiency.

Scope Relevance:	☑ **2.1.1**	☑ **2.1.3**
	☐ 2.1.2	☑ 2.1.4

Gordie Howe International Bridge Toll System Design & Supply

Bridging North America, Canada/USA, 2018 to present

Arcadis delivered the full design of the Toll, ITS, Network Communications, and Security Systems for the Gordie Howe International Bridge and was subsequently awarded the Toll System supply contract. The design phase is complete, and the system has been successfully tested in preparation for the Spring 2026 opening. Rahul led the Toll System design and serves as Toll Software Solution Lead, responsible for system architecture, business rules, software configuration, and testing, while also supporting multi-system integration. He leads toll system implementation with a focus on the back-office solution, ensuring operational readiness. The deployment includes 18 toll lanes with attended, self-service, and ETC functionality, supported by fully integrated operational and commercial back-office systems.

Scope Relevance:	☑ **2.1.1**	☑ **2.1.3**
	☑ 2.1.2	☑ 2.1.4

Michigan International Bridge Crossings Toll Collection System

Michigan Department of Transportation, USA, 2022-present

This project replaced three toll systems across multiple jurisdictions for the Blue Water Bridge and Sault Ste. Marie International Bridge, serving three agencies. Arcadis integrated roadside, operations and commercial back-office systems, and customer facing web and mobile applications. The team delivered end-to-end services from business rule development and system design through procurement, installation, platform integration, testing, training, and data migration. Under his leadership, the project was successfully delivered from initiation through full production and continues to evolve through ongoing support and enhancements. The project received the IBTTA 2023 Toll Excellence Award for Finance & Administration.

Scope Relevance:	☑ **2.1.1**	☑ **2.1.3**
	☐ 2.1.2	☑ 2.1.4

Kathrene Garcia

Funding & Grants Lead

Kathrene brings 8 years of experience in strategic funding, grant writing, benefit-cost analysis, and stakeholder coordination.

Kathrene has written applications for a variety of federal discretionary grant programs, such as RAISE/BUILD, INFRA/MEGA, Safe Streets for All, ATIIP, and more. She has successfully led benefit-cost analyses quantifying the benefits of transit, roadway, and intelligent transportation improvements. Applications she supported have funded a US ports of entry, bridge reconstruction, marine terminal construction, greenway installation, mobility wallet, and various mobility solutions.

Key Information

Core Skills

- Grant writing
- Scope development for grant pursuits
- Quantitative analysis
- Expert in USDOT BCA guidance

Education & Qualifications

- BA, Geography, Macalester College

Why Kathrene?

- Kathrene has contributed to 20+ grant applications developing BCAs and quantitative metrics in support of various infrastructure and technology projects.
- Kathrene has successfully earned clients over $300 million in federal and state funding.
- In addition to grant expertise, Kathrene brings a depth of knowledge in tolling, ITS, and new mobility solutions.

Project Experience

U.S. Department of Transportation INFRA Program

San Diego Association of Governments, 2022

Arcadis assisted SANDAG with a grant application to the USDOT INFRA program. SANDAG requested funding for the construction of Otay Mesa East Port of Entry (OME POE), a tolled border crossing. OME POE will utilize advanced ITS solutions to improve efficiency and minimize wait times at the border. The project will benefit both regional and national trade and exchange across the US-MX border. Kathrene participated in weekly project meetings, contributed to the project narrative, and managed the creation of graphics and final formatting of the application. SANDAG was awarded $150M during the 2022 INFRA cycle.

Scope Relevance: ☐ 2.1.1 ☐ 2.1.2 ☐ 2.1.3 ☑ **2.1.4**

Federal Funding Support

New York City, 2024-Ongoing

Arcadis serves as the liaison to NYC DOT, providing technical support for federal discretionary applications, identifying funding opportunities through the Bipartisan Infrastructure Law and Inflation Reduction Act, and supporting strategic planning for upcoming application cycles. Kathrene has led benefit-cost analyses (BCA) and provided technical writing for transportation projects related to bridge reconstruction, greenway expansion, and pedestrian safety improvements for a variety of federal, discretionary grant programs. Projects supported by Kathrene have earned NYC over $120M in federal funds.

Scope Relevance: ☐ 2.1.1 ☐ 2.1.2 ☐ 2.1.3 ☑ **2.1.4**

Project Experience Continued

FY24 USDOT MEGA

New York City Department of Transportation, January-February 2024

Supported the BCA for NYC DOT's FY24 USDOT MEGA application to construct a 1.35-mile segment of the Inwood Manhattan Waterfront Greenway, a grade separated, two-way bike facility that will run along 10th Avenue and provide interborough connections. Quantified benefits included (1) safety (2) travel time savings; (3) improved trip quality; (4) decreased mortality rates; (5) reduction in vehicle operating costs; (6) resilience due to flood mitigation efforts. The project was awarded $96 million.

Scope Relevance: ☐ 2.1.1 ☐ 2.1.3 ☐ 2.1.2 ☑ **2.1.4**

SMART 2022 Grant Application

Michigan Department of Transportation, September-October 2022

Arcadis wrote the SMART grant application for the MDOT International Smart Freight Corridor project. The project requested funding to implement a smart corridor on the US side of the Blue Water International Bridge in eastern Michigan. Such a corridor would utilize advanced ITS to improve throughput and operational efficiencies at the border. Kathrene supported the development of the application narrative, streamlining the scope and writing to community and freight impact, and she helped compile the final submission materials. MDOT was ultimately awarded $1.8 million.

Scope Relevance: ☐ 2.1.1 ☐ 2.1.3 ☐ 2.1.2 ☑ **2.1.4**

RAISE 2023 Grant Application

Connecticut Department of Transportation, January-February 2023

Arcadis led the Connecticut DOT as it prepared its grant application to the 2023 RAISE discretionary grant program. The agency requested funding for MOVE New Haven BRT which will provide enhanced and new bus stops as well as a few mobility hubs to four major transit corridors. Kathrene participated in weekly project meetings, contributed to the project narrative, and managed the final formatting, graphics, and quality control of the application. CTDOT was successfully awarded $25 million.

Scope Relevance: ☐ 2.1.1 ☐ 2.1.3 ☐ 2.1.2 ☑ **2.1.4**

NYSDOT Passenger & Freight Rail Assistance Grant Program 2025

New York City Economic Development Corporation, January-April 2025

Arcadis assisted the NYC EDC, prepare submission materials in support of their Hunts Point Marine Terminal (HPMT) Development Project application to NYS DOT Passenger & Freight Rail Assistance Program (PFRAP). HPMT will be a new marine terminal for commercial goods movement and convert truck traffic to the NYC blue highway system. Kathrene developed the benefit cost analysis for NYC EDC, including separate B/Cs for the terminal's component parts including roll-on-roll-off operations and lift-on-lift-off operations. NYC EDC was ultimately awarded $10M for construction.

Scope Relevance: ☐ 2.1.1 ☐ 2.1.3 ☐ 2.1.2 ☑ **2.1.4**

U.S. Department of Transportation (USDOT) Thriving Communities

October 2022-June 2025

Arcadis is contracted under the USDOT to provides grant application technical support and assistance to several under-resourced communities across the United States. In this capacity, Arcadis provides expertise across a variety of U.S.DOT discretionary grant programs, Kathrene provides guidance to communities and builds their capacity to review funding opportunities and select programs that are a good fit. She has reviewed community applications against the grant program merit and has provided recommendations to strengthen applications.

Scope Relevance: ☐ 2.1.1 ☐ 2.1.3 ☐ 2.1.2 ☑ **2.1.4**

Key Information

Core skills

- TSMO strategic planning
- Data-driven transportation and signal analytics
- ITS maintenance standards
- Emergency and event operations
- TMC Management

Education & Qualifications

- BSCE, Georgia Institute of Technology, 2010

Licenses & Certifications

- Professional Engineer, CT, FL, GA, MA, ME, & NC
- National Transportation Management Conference, AASHTO, 2020
- Operations Academy, The Eastern Transportation Coalition, 2018

Why Matt?

- Three-time National Operations Center of Excellence award winner for data integration services.
- TETC RITIS User Group Co-chair bring together users for over 100 organization.
- Led team to develop nation's first arterial operations analytics system.

Matthew Glasser PE

Data Integration Management and Governance

Matt is a senior traffic engineer and manager with 14 years of experience in traffic engineering and transportation planning.

Matt has strong technical competency in interstate and arterial operations and TSMO strategic planning. He leverages best practices with proven innovative methods through a project's lifecycle. He specializes in institutionalizing performance management through data-driven transportation and signal analytics. Matt also has extensive knowledge of ITS maintenance, standards, and guidelines; Emergency and Special Event Operations; and TMC Management.

Project Experience

Joint Agency Data Acquisition and Management Program

GDOT, Georgia

Responsible for ARC and GDOT's joint effort to consolidate and standardize their third-party data evaluation, acquisition, and management practices. Matt led a team in researching current practices and analyzing commonalities among data providers. Developed specifications to streamline data evaluation processes and ensure accuracy and consistency. Developed nation's first methodology for evaluating the government agency savings and created a best-value approach to optimize data acquisition by minimizing costs while maximizing data quality. He developed standards for third-party interagency data sharing, use, and licensing, guidance for third-party data implementation and transition processes. Successfully engaged and stakeholders throughout the project. Facilitated interagency workshops, completed peer agency assessments, and conducted research to develop recommendations for continued Big Data integration. *The Program has received 6 awards, including the 2024 ITS World Congress Local Government and 2024 National Operation Center of Excellence's Emerging Trends Awards.*

Scope Relevance: ☑ **2.1.1** ☑ **2.1.2** ☐ 2.1.3 ☑ **2.1.4**

Project Experience Continued

I-24 SMART Corridor

TDOT, Tennessee

Performance Management Lead for ongoing integrated corridor management program. Developed user-friendly templates for after-action reports and before-after reports, ensuring compliance with TDOT's branding standards. Conducted a comprehensive benefit-cost analysis, leveraging data from the state's crash and incident response databases as well as insights from peer agencies, to evaluate the effectiveness of automated incident detection (AID) systems. Successfully completed a hot-spot analysis to identify optimal deployment locations for AID technology. Provide performance analytics training and maintain quality control for the internal team.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☑ 2.1.4

Georgia Transportation Technology Blueprint

GDOT, Georgia

Serve as the data governance lead for the development of GDOT's Transportation Technology Blueprint by leveraging deep institutional knowledge of GDOT ITS architecture, operational systems, and enterprise data platforms to inform strategy and implementation. Established a practical technologies and datasets inventorying framework and aligning them with emerging capability maturity frameworks developed by FHWA, to assist with agency-wide decision-making. Advised multidisciplinary teams on how legacy ITS deployments, connected vehicle infrastructure, and operational data systems interact across planning, design, construction, and operations. Acted as a bridge between policy, technology, and operations, helping teams navigate complex relationships among ITS, connected vehicle programs, traveler information systems, and data management practices. Applied hands-on experience with GDOT ITS and data governance practices to identify risks, dependencies, and opportunities associated with deploying new technologies at scale.

Scope Relevance:	☑ 2.1.1	☐ 2.1.3
	☑ 2.1.2	☑ 2.1.4

Highway Operations Support

CTDOT, Connecticut

Responsible for overall programmatic support of CTDOT's Highway Operation Contract, which includes planning and support tasks related to ATMS, ITS, and traffic signal operations; TMC operations floor; TIM training; and traveler information. Provide QA/QC for engineering support, which includes systems engineering documentation development, system evaluation guidance, evaluating operations and safety impacts for technology deployments, and performance management development and evaluation. Developed a strategic plan for enhanced TIM capabilities, including a capability maturity assessment for the operations floor, expansion of the After-Action Review Program, and increased transparency and goal setting for career ladder growth for operations staff. Developed program-wide performance management dashboard to track trends and visualize interdependent complexities. *Led the systems engineering delivery and operational support for CTDOT's Wrong-Way Driving Detection System, which earned the National Operations Center of Excellence's 2026 TSMO Award for Emerging Trends and Technologies after reducing wrong-way crashes statewide by more than 61 percent.*

Scope Relevance:	☑ 2.1.1	☐ 2.1.3
	☑ 2.1.2	☐ 2.1.4

Luke Urie PMP

Policy Planning Lead

Luke is a certified project manager with 20 years of professional experience.

Luke will serve in a Policy Planning role within Program Governance and Advisory, supporting CTRMA in aligning program priorities, guiding decision-making, and connecting planning, operations, and technology initiatives. His experience focuses on translating system needs, operational considerations, and emerging technologies into program direction and implementation strategies. He coordinates across agencies, vendors, and technical teams to align decisions spanning system deployment, operations, and long-term planning. His work connects planning and operations, helping improve performance, scalability, and decision-making across complex transportation systems.

Key Information

Core skills

- Policy & Strategic Planning
- Program Governance
- Stakeholder Coordination
- Emerging Mobility & ITS
- System Coordination
- TxDOT Coordination

Education & Qualifications

- BS, Landscape Architecture & Community Planning, Kansas State University, 2006

Licenses & certifications

- Project Management Professional (PMP) #3430318

Why Luke?

- Guides transportation programs and policy direction that support agency decision-making and long-term system performance.
- Experience coordinating across agencies, vendors, and technical teams to translate system needs into strategy, governance, and implementation.
- Brings a system-level perspective that connects planning, operations, and technology across ITS, data, and emerging mobility.

Project Experience

Automated Vehicle Pooled Fund Study – IOO Strategic Roadmap for Accelerated Adoption

National (9 State DOTs), 2023

This study developed a national roadmap to support Automated Vehicle (AV) adoption across multiple state DOTs, focusing on infrastructure, operations, and institutional readiness, where Luke served as Co-Principal Investigator guiding policy, governance, and program strategy. He evaluated institutional, operational, and infrastructure gaps across participating DOTs, identifying risks and barriers, and developed a phased roadmap addressing governance, data management, cybersecurity, infrastructure planning, and interagency coordination to guide near-, mid-, and long-term implementation. Luke was Involved from early study development through final roadmap, focusing on identifying program-level risks and implementation barriers and translating those into strategies.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.2** ☐ 2.1.3 ☐ 2.1.4

Project Experience Continued

Emerging Mobility Pilot Program

City of Austin, Texas, 2019-2022

Citywide program to test and deploy emerging mobility technologies, connecting pilot concepts to real-world operations and performance evaluation, where Luke served as Program Manager leading governance, coordination, and implementation. He established program workflows, governance processes, and policy frameworks guiding projects from concept through deployment, while coordinating across City departments and vendors to deploy and test solutions in live corridor environments. He led development of vetting processes, SOPs, and performance evaluation, using results to inform future deployments, and guided program funding and the pilot evaluation steering committee. Between 2019 and 2022 Luke Led the program from initial development through deployment and evaluation, supporting multiple pilots across the City with varying scopes and budgets and helping move concepts into real-world applications.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☑ **2.1.2** ☐ 2.1.4

I-45 Innovative Corridor

TxDOT Strategic Initiatives and Innovation Division, Texas, 2023-2025

Corridor-level effort to evaluate and define operational and technology strategies, including work zone and incident management improvements. Luke co-led corridor needs assessment and development of the Concept of Operations (ConOps), incorporating operational priorities, and coordinating across TxDOT districts and divisions to translate system requirements and data needs into deployment strategies. Between 2023 and 2025 Luke was involved from needs assessment through ConOps, working directly with TxDOT teams to align system requirements with implementation and operations.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.3 ☑ **2.1.2** ☐ 2.1.4

Traffic Safety Analysis and Connected Vehicle Deployment

City of Austin, Texas, 2022

Corridor-based deployment of Connected Vehicle (CV) technology to improve safety along high-injury network locations, supporting Vision Zero priorities, where Luke served as Project Manager. He led deployment and evaluation of emerging mobility technologies integrating with existing infrastructure, including RSUs and intelligent warning systems (IWS) that enhanced existing RRFBs while maintaining visibility for non-CVs, and oversaw business case development, budget allocation, and system performance evaluation. In 2022 Luke managed the effort from business case through deployment and evaluation, coordinating across vendors and City teams to implement and assess system performance.

Scope Relevance: ☑ **2.1.1** ☑ **2.1.3** ☑ **2.1.2** ☑ **2.1.4**

Tim Hornyak

Stakeholder & Industry Engagement Lead

Tim is a transportation systems professional with seven years of experience specializing in ITS planning, system integration, and stakeholder engagement.

Tim excels at convening cross-functional teams and performing industry benchmarking to identify best practices. His experience providing an independent perspective ensures that as the Stakeholder & Industry Engagement Lead, he will provide the objective coordination and oversight necessary to align complex technical implementations with the Authority's operational goals and needs.

Key Information

Core skills

- Stakeholder Engagement
- Program Governance
- Systems Engineering

Education & Qualifications

- B.A., Urban Studies & Planning, University of California, San Diego
- B.A. Political Science – International Relations, University of California, San Diego

Licenses & certifications

- Advanced Data Analytics Certification, Arcadis, 2025

Why Tim?

- Proven record of bridging regional, and binational agencies on complex technical programs.
- Extensive experience conducting industry scans and vendor assessments.
- Specialty in technical integration and the development of ITS and emerging tolling frameworks.

Project Experience

SR-11 / Otay Mesa East (OME) Port of Entry – Tolled Border Crossing

San Diego Association of Governments (SANDAG), San Diego, 2022 – Present (Continuous Tenure)
This first-of-its-kind program involves the design and development of a new U.S.-Mexico border crossing featuring electronic tolling and dynamic pricing algorithms based on real-time wait times. The project requires seamless integration of roadside ITS, tolling subsystems, and a binational management framework. Tim joined this multi-year effort in 2022 and provides high-level technical support as an Owner's Representative, facilitating coordination between multiple design consultants and binational stakeholder agencies to align technical deliverables with operational needs. He has also authored foundational ITS design documents and system requirements. This expertise allows him to provide CTRMA with the independent, high-level management and coordination support needed for successful implementation of innovative and complex solutions.

Scope Relevance: ☑ 2.1.1 ☑ 2.1.2 ☑ 2.1.3 ☑ 2.1.4

Project Experience Continued

San Ysidro and Otay Mesa Northbound Border Wait Time System

SANDAG, San Diego, 2022 – Present

This project involves the design, deployment, and operation of a real-time border wait time detection and dissemination system serving the San Ysidro and Otay Mesa Ports of Entry. Tim was the Technical Lead, overseeing hardware and software management, directing field implementation in Tijuana, and managing communications within a complex binational environment. He led an innovative industry scan to evaluate emerging technologies, managed public surveys to validate system accuracy through traveller feedback and performed system optimizations aligned with survey findings.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☑ 2.1.4

Information Systems (IS) Technology Review and Roadmap

Golden Gate Bridge, Highway and Transportation District, San Francisco, 2025 – Present

This project included a strategic review and roadmap development focusing on identifying operational gaps, evaluating technical debt, and prioritizing technology investments across the District's divisions. As a Key Technical Lead, Tim facilitated stakeholder interviews and strategic prioritization workshops with agency staff to establish a unified technology vision. He served as the primary author for the technical assessment and final roadmap documents, with recommendations spanning technology, process, and governance improvements. This experience ensures Tim can provide CTRMA with the independent advisory needed to build a scalable technology ecosystem that remains fiscally responsible and free from vendor lock-in.

Scope Relevance:	☐ 2.1.1	☐ 2.1.3
	☑ 2.1.2	☑ 2.1.4

Ferry Wait Time System Concept of Operations & System Requirements

Washington State Ferries, Seattle, 2024

Washington State Ferries engaged Arcadis to develop a Concept of Operations and system requirements for a system providing real-time and predicted terminal wait times. As a key technical and coordination lead, Tim facilitated travel to the project site to perform a thorough assessment of existing conditions and interviewed terminal staff to document operational processes and needs. He led the market research and assessment of emerging technologies, conducting vendor interviews and producing a comparative technology analysis to inform the agency's selection of innovative hardware and software solutions. This expertise ensures that Tim can directly support CTRMA's approach to innovation while maintaining the operational agility to activate resources.

Scope Relevance:	☐ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☑ 2.1.4

Bus Rapid Transit Start-of-Service & BBN

Sound Transit, Seattle, 2023 – 2024

Sound Transit commissioned Arcadis as part of the General Engineering Consultant (GEC) team to oversee the planning, design, and delivery of the Stride BRT Program involving three service lines and multiple transit facilities. Tim initially joined this multi-year program to support system integration for an ongoing project and, following completion, Tim was asked to lead interface management for the remaining projects within the scope. He directed the interface management process across all key design disciplines, including civil, structural, architectural, electrical, mechanical, and ITS. He facilitated technical coordination and workshops to identify, track, and resolve cross-functional clashes in design.

Scope Relevance:	☐ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☑ 2.1.4

Key Information

Core Skills

- Project Leadership
- Financial Planning, Analysis & ROI Optimization
- Strategy, Administration & Commercial Negotiations
- Risk Modelling, Simulation & Mitigation
- Stakeholder/Client Management

Education & Qualifications

- MA, Business Administration (Finance), DoMS, IIT
- MA, Advanced Construction Management, NICMAR
- B.Eng., Civil Engineering, VTU

Licenses & Certifications

- PMP by PMI, USA
- Google Advanced Data Analytics
- Development Feasibility Estate Master, Dubai

Why Sumeet?

- Sharma has supported agency tolling operations, revenue analysis, pricing, and financial controls.
- Brings direct experience in ROI analysis for ITS, smart mobility, and technology programs
- Expertise in aligning performance, contracts, and investment decisions to improve long-term value.

Sumeet Sharma PMP

Financial Planning & ROI

Sumeet is a senior infrastructure and mobility professional with extensive experience in financial advisory, P3 structuring, and large-scale program management across urban infrastructure and transportation systems.

He specializes in financial planning, investment analysis, and ROI optimisation for technology-driven infrastructure programs, including tolling systems, Intelligent Transportation Systems (ITS), and smart mobility platforms. His expertise spans financial modelling, economic due diligence, risk assessment, and optimization of capital-intensive assets, enabling clients to make data-driven investment decisions. Sumeet brings strong expertise in programme and project leadership, with a focus on financial planning, analysis and ROI optimization for complex infrastructure and technology initiatives. He has experience in contract strategy, administration and commercial negotiations, risk modelling, simulation and mitigation planning.

Project Experience

CSC Toll Collection & Operations Oversight Support

Virginia DOT, Richmond, 2024-2026

Sumeet provides financial and operational advisory services to support the optimisation and governance of tolling systems and customer service centre operations. His role includes analysing financial and operational performance across back-office systems, including E-ZPass, Pay-by-Plate, and violation processing, to ensure alignment with service levels and financial objectives. He develops and evaluates financial models, including revenue analysis, operational cash flow forecasting, and pricing strategies, to support informed decision-making and financial sustainability. He also acts as an interface between operational and financial stakeholders, ensuring accurate reporting, alignment with contractual requirements, and the establishment of financial controls and performance monitoring frameworks.

Scope Relevance: ☐ 2.1.1 ☐ 2.1.2 ☑ **2.1.3** ☑ **2.1.4**

Project Experience Continued

Information Systems (IS) Review and Roadmap

Golden Gate Bridge Highway and Transportation District (GGBHTD) California, 2025-Ongoing

Sumeet provides financial advisory support for the development of a strategic technology roadmap for GGBHTD, focused on improving system efficiency, integration, and long-term value realisation. He assessed the financial implications of the current technology environment and supporting the development of investment frameworks to prioritise initiatives based on cost, benefits, and return on investment. He contributes to the evaluation of capital and operational expenditures, ensuring alignment with business drivers and operational priorities. He supports the formulation of financially viable and scalable recommendations by incorporating lifecycle cost considerations, optimisation strategies, and future technology trends into the roadmap, enabling decision-making and sustainable system transformation.

Scope Relevance:	☐ 2.1.1	☐ 2.1.3
	☑ **2.1.2**	☑ **2.1.4**

Transportation Operations Centre (TOC) – RESCU Operation Services

City of Toronto, Toronto, 2021-2026

Sumeet provides strategic and financial leadership for the TOC, supporting the City's Traffic Management Section and overseeing 24/7 operational performance. He integrates financial planning with operational strategy to enhance system efficiency and cost-effectiveness, including Active Traffic Management initiatives. He develops financial frameworks to assess performance, optimise resource allocation, and support long-term investment planning. Sumeet drives continuous improvement by identifying opportunities for service enhancement, scalability, and lifecycle cost optimisation. As Program Manager and Senior Strategic Advisor, he leads a multidisciplinary team, establishes governance and performance monitoring mechanisms, and delivers data-driven solutions to address congestion challenges.

Scope Relevance:	☐ 2.1.1	☑ **2.1.3**
	☐ 2.1.2	☑ **2.1.4**

Tolling Infrastructure Warranty and Maintenance

Gordie Howe Bride International Bridge Project, Windsor, Ontario, 2019-2025

Sumeet provided financial and contractual advisory support for the tolling infrastructure of the Gordie Howe International Bridge, focusing on performance assessment, compliance, and lifecycle financial evaluation. He analysed contractual claims by assessing financial and operational impacts, including pre- and post-pandemic performance variations, and evaluating deviations against defined KPIs and service requirements. His role involved developing insights to support claim resolution, financial reconciliation, and future contract adjustments. Sumeet collaborated with cross-functional teams to interpret contractual obligations, validate performance data, and strengthen financial governance and compliance frameworks across the tolling system.

Scope Relevance:	☐ 2.1.1	☑ **2.1.3**
	☑ **2.1.2**	☐ 2.1.4

SMART Grant Blue Water Bridge International Smart Freight Corridor Project – Needs Assessment and Proof of Concept

Port Huron, Michigan, 2024-2025

Sumeet supported the financial planning and evaluation of a smart freight corridor initiative, focusing on cost-benefit analysis and ROI assessment for improving cross-border freight efficiency. His role involved developing financial models to quantify and monetise operational benefits, including reduced wait times, improved processing efficiency, and enhanced system productivity. He evaluated these benefits against capital and operating costs over a defined lifecycle to support investment decision-making. Sumeet contributed to aligning the Proof of Concept and implementation strategy with financial viability, scalability, and long-term value realisation objectives.

Scope Relevance:	☐ 2.1.1	☑ **2.1.3**
	☑ **2.1.2**	☐ 2.1.4

Anthony Sgro

Business Analysis & Requirements Management Lead

Anthony has over 14 years leading projects, providing consulting and advisory services, as well as engineering and system deployment oversight for roadside and back office system implementations.

Anthony has developed and reviewed system requirement and business rule definition, conceptual, preliminary and detailed designs, feasibility studies and cost analyses, standard operating procedure and technical specification development, site investigations, and project management activities. Anthony's experience also includes managing end to end toll system deployments where he has led the system requirements and business rules definition, the oversight of toll equipment installation, testing, and system transition, and has acted as Owner's Engineer for vendor toll system implementation including vendor oversight, documentation review, and test witnessing and validation.

Key Information

Core Skills

- Project Management
- Management of toll system deployments
- System Design

Education & Qualifications

- M.Eng, Specialization in Transportation University of Toronto
- B.A.Sc. Civil Engineering, University of Toronto

Licenses & Certifications

- Professional Engineers of Ontario (PEO)
- Institute of Transportation Engineers (ITE)

Why Anthony?

- Extensive experience in all areas of the end-to-end delivery of roadside and back office systems
- Developed and reviewed/responded to business rules and requirements
- Successfully led multi-disciplinary teams in advisory and deployment projects

Project Experience

Gordie Howe International Bridge Toll System Design

Bridging North America, **Windsor, Canada (2018-present)**

Arcadis is part of the Bridging North America consortium providing the toll design for the Canadian Port of Entry. Anthony acts as a Toll System Design Lead providing oversight of the toll plaza and back-office design, development of business rules and system requirements, coordinating the design with mechanical, structural, electrical, and architectural disciplines, reviewing drawings, and developing various design documents and equipment specifications.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.2 ☑ **2.1.3** ☐ 2.1.4

Project Experience Continued

Gordie Howe International Bridge Toll System Supply

Bridging North America, Windsor, Canada (2020-present)

Arcadis was selected to provide the toll system for the GHIB. Anthony acts as the Deputy Project Manager overseeing development of the roadside and back-office system (including a customer service website and mobile app), and software definition, design, implementation, and testing against the requirements and business rules. He also manages client meetings and workshops, progress reports, and scheduling and is responsible for tracking overall progress and communicating this with internal and external teams.

Scope Relevance:	☑ **2.1.1**	☑ **2.1.3**
	☐ 2.1.2	☑ **2.1.4**

Halifax Harbour Bridges Back-Office System Replacement

Halifax Harbour Bridges (HHB), Nova Scotia, Canada (2022-2023)

Arcadis provided a new Back-Office System (BOS) for the HHB. The system included a complete customer service back-office with website and mobile app. Anthony was the Project Manager and managed all aspects of the project including oversight of the business rules, requirements, design, testing, data migration, and transition. Anthony also managed the schedule, budget, meetings / workshops, project progress, and both internal and client teams.

Scope Relevance:	☑ **2.1.1**	☑ **2.1.3**
	☐ 2.1.2	☑ **2.1.4**

Highway 407 East Tolling Services Advisor

Ministry of Transportation, Ontario, (2014-2018)

Arcadis was retained to provide tolling expertise and advice to the Ministry of Transportation (MTO) to oversee the operations of Highway 407 East All Electronic Toll System. Anthony developed business requirements and standard operating procedures to oversee and validate the service provider activities, established an organizational design including key roles, and responsibilities, developed requirements and conducted testing for the Ministry developed reporting tools to support oversight activities. He also supported the Ministry in coordination activities with other Ministry stakeholders and the service provider, and completed project management tasks such as scheduling, progress reports and onsite support. Anthony also completed various documentation review and provided technical advice on Key Performance Indicators (KPI), financial documentation and invoicing, service provider reporting, commissioning, back-office processes, audit plans and activities, and internal and external communications.

Scope Relevance:	☐ 2.1.1	☑ **2.1.3**
	☑ **2.1.2**	☑ **2.1.4**

US-301 All Electronic Tolling Integration Oversight

Delaware Department of Transportation, Delaware, USA (2017-2019)

Arcadis was responsible for providing consulting services for the procurement and implementation oversight of an All Electronic Tolling (AET) system for a new highway. Anthony conducted costing exercises, business rule and requirements development, reviewed design and testing documentation including roadway and back-office design and provided oversight for testing and commissioning of the roadside system.

Scope Relevance:	☑ **2.1.1**	☑ **2.1.3**
	☐ 2.1.2	☐ 2.1.4

Key Information

Core Skills

- Toll Implementation & Testing
- ITS Design & Integration
- Owner's Representative / Independent Oversight
- Quality Assurance & Verification
- Systems Engineering & Requirements Support
- Communications Infrastructure
- Operations & Maintenance

Education & Qualifications

- B.Eng. (Hons Civil Engineering), University of Strathclyde, Glasgow, UK

Why Aaron?

- *Independent Owner's Rep oversight:* Vendor-neutral guidance that aligns tolling/ITS delivery to operational goals, performance standards, and risk controls.
- *Implementation and QA/testing:* Installation oversight through end-to-end testing/UAT, with requirements traceability and performance verification.
- *Interoperability + PBM support:* Roadside/network/back-office integration supporting transaction processing and Pay-by-Mail operations.

Aaron Free

Quality Assurance & Validation Lead

Aaron has 18 years of experience delivering ITS and tolling programs, including corridor design, systems integration, and field implementation/testing. He turns operational needs into buildable infrastructure and deployable technology.

Aaron is an ITS and tolling consultant who helps agencies plan, procure, and deliver complex technology programs. He supports roadside, communications, and back-office integration with a focus on operational readiness and scalable architectures. He provides independent oversight of integrators and vendors, manages risk, and validates requirements and traceability. He has led implementation support from installation oversight and configuration through end-to-end testing/UAT, emphasizing quality assurance and performance verification. His experience includes transaction processing / interoperability and video tolling/Pay-by-Mail operations, plus maintenance oversight and clear technical documentation.

Project Experience

Gordie Howe International Bridge, Toll System Implementation

Windsor Detroit Bridge Authority, Windsor, Ontario, 2024–Ongoing

Arcadis is implementing the Gordie Howe International Bridge toll system, integrating advanced tolling with bridge and Port of Entry ITS/communications. Aaron is the implementation and testing lead, coordinating installers and supporting procurement plus network/device configuration. He supports test planning and execution and contributes to training and rollout. He also is the client's QA lead for toll installation, verifying workmanship and performance.

Scope Relevance: ☑ **2.1.1** ☐ 2.1.2 ☑ **2.1.3** ☑ **2.1.4**

Project Experience Continued

ICross New Toll Collection System, International

Michigan Department of Transportation, Michigan & Ontario, Bridge 2020–2022

Arcadis delivered an 18-lane toll system modernization for the Blue Water Bridge and International Bridge, implementing new toll collection capabilities across U.S. and Canadian facilities and supporting long-term operations and maintenance. Aaron served as Toll System Design and Implementation Lead. He provided roadside system design for lane and cabinet details and wiring connections, and coordinated installers during deployment. He supported procurement, network and device configuration, and development of test plans and testing. He also contributed to training materials/manuals and provided initial on-site and ongoing remote support as needed.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☑ 2.1.4

New Toll Collection System (NTCS)

Mackinac Bridge Authority, Michigan, 2018–2019

Arcadis delivered a turnkey program to replace the Mackinac Bridge's existing toll system, covering roadside, plaza, back-office, and host components, and supporting commissioning and ongoing warranty/maintenance. Aaron led installation oversight and serves as the maintenance lead, supporting transition, testing, and system readiness activities. He provided roadside system design support for lane and cabinet details (including wiring connections) and coordinated installers in the field. He also supported procurement, network and device configuration, and development/execution of test plans and testing, plus training and go-live support with ongoing remote assistance.\

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☑ 2.1.4

I-405 Express Toll Lanes (Renton to Bellevue) Design-Build

Washington State DOT, Bellevue, 2019–Ongoing

This design-build project is adding a two-lane express toll lane system between SR 167 in Renton and NE 6th Street in Bellevue, including new corridor ITS and communications. Aaron was the ITS and toll design lead, overseeing the design team and coordinating across disciplines and stakeholders. He led development of deliverables for ITS devices and communications (e.g., CCTV, detection, ramp metering, VMS, fiber backbone and distribution). He also coordinated toll infrastructure needs with the toll vendor, including gantry/cabinet locations and interfaces to power and communications.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☑ 2.1.4

Sound Transit Bus Rapid Transit (Stride Program)

Sound Transit, Seattle, 2021–Ongoing

The Stride program is implementing fast, frequent bus rapid transit around Lake Washington, including new stations and supporting systems for service, customer information, and security. Aaron leads the ITS and Systems design for Station Fit-Up. He oversees above-ground communications infrastructure and implementation of security cameras, fare collection, and variable message sign systems. He coordinates with service providers/utilities and leads multi-disciplinary design discussions to integrate systems into the station environment.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☑ 2.1.4

Adishree Pandey

Data Analysis and Oversight Lead

Adishree is a skilled Data Analyst with over seven years of experience and a passion for transforming data into actionable insights.

Adishree is an experienced Data Analyst and advisory professional specializing in tolling, ITS, and transportation systems. She brings strong expertise in business intelligence, data validation, KPI development, and performance reporting to support agency operations, system oversight, and strategic planning. Adishree has supported large transportation agencies through data-driven advisory services, ensuring system performance, customer service analytics, and reporting frameworks align with agency objectives and public accountability requirements.

Key Information

Core Skills

- System KPI Measurement
- System KPI Reporting
- Data Analysis

Education & Qualifications

- M.Sc., Data Science, University of Baltimore
- B.Sc., Computer Science, Galgotias University, India

Licenses & Certifications

- IBM Certified Advanced Deployment Professional - Maximo Asset Management v7.6
- AWS Certified
- Amazon Web Services Developer – Associate
- IT Service Management with ITIL 4 Foundation

Why Adishree?

- General systems consulting and owner's representative experience in tolling and ITS, providing independent oversight of toll operations, back-office systems, and technology programs.
- Business intelligence and quality assurance expertise, translating complex tolling and customer service data into trusted KPIs, reporting, and insights that support revenue assurance and operational reliability.
- Strong governance and advisory focus, identifying operational gaps, contractual risks, and cost-optimization opportunities.

Project Experience

On-Call Toll Consulting Services

Virginia Department of Transportation, 2023-Ongoing

This on-call contract provides advisory and analytical support for VDOT tolling and customer service operations. Adishree is responsible for Customer Service Data Analysis including: She supports VDOT as a Data Analysis and Oversight Lead, tolling analytics. My role includes analyzing large-scale toll transaction and customer service datasets to support operational decision-making. Develops KPI dashboards and reporting frameworks to measure system and service performance, advises on effective data visualization for executive and operational audiences, and implements data validation and quality assurance procedures to ensure reliability of reported metrics. I applied statistical analysis techniques to identify trends, issues, and improvement opportunities, while maintaining comprehensive documentation of methodologies and outputs. Provide data-driven recommendations that enhance customer service delivery and support agency oversight and program governance.

Scope Relevance: ☐ 2.1.1 ☐ 2.1.2 ☑ **2.1.3** ☐ 2.1.4

Project Experience Continued

Next Generation Roadside Toll Collection System Implementation

Delaware River Port Authority, 2018-Ongoing

This project involved implementation of a next-generation roadside toll collection and supporting back-office systems. Adishree provided analytical and technical advisory support focused on data integrity, reporting, and system readiness. She conducted detailed technical reviews of documentation and data flows to ensure accuracy and compliance with agency standards. Working closely with back-office operations, she supported testing activities during implementation, identifying data issues and supporting resolution to enable smooth system integration. Adishree participated in stakeholder workshops to elicit reporting and analytics requirements and managed ongoing communication to ensure expectations were clearly captured and delivered. Her contributions supported system validation, quality assurance, and informed decision-making during implementation.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☐ 2.1.4

SmartPass Program

Santa Clara Valley Transportation Authority (VTA), California

The SmartPass program supports large-scale institutional and employer-based transit access and fare programs. Adishree supported data analysis and reporting for the SmartPass program, ensuring accurate tracking of usage, participation, and performance metrics. She analyzed fare and usage data to identify trends, supported reporting to internal and external stakeholders, and validated data quality across systems. Her role included documenting analytical processes and providing insights to inform program oversight and continuous improvement initiatives.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☐ 2.1.4

511NY

NYSDOT, New York

511NY provides traveler information services supported by multiple transportation data sources. Adishree supported data aggregation, analysis, and reporting activities to improve the quality and usability of traveler information. She focused on data accuracy, performance reporting, and documentation, helping ensure analytics outputs supported operational monitoring and stakeholder communication.

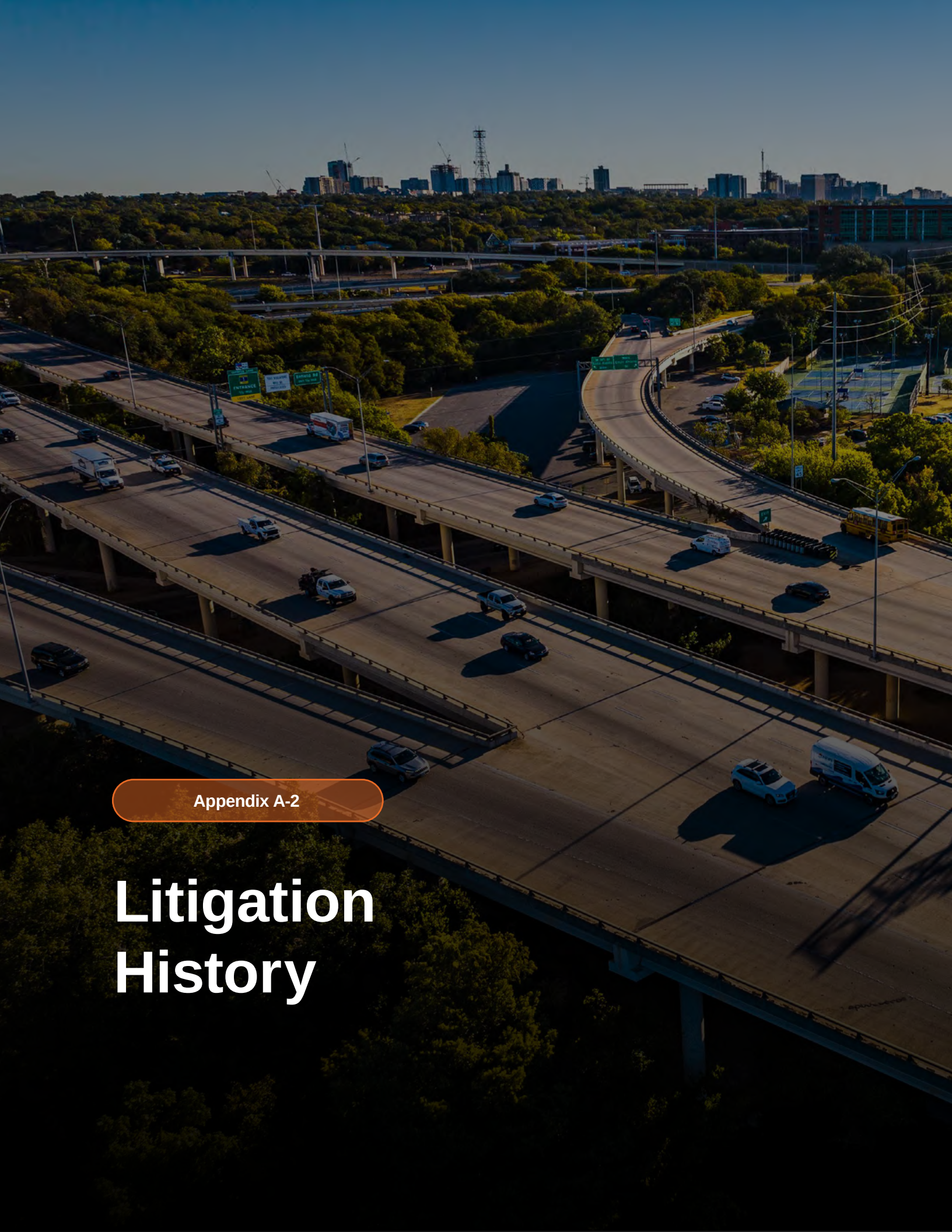
Scope Relevance:	☐ 2.1.1	☑ 2.1.3
	☐ 2.1.2	☐ 2.1.4

Systems Review

Golden Gate Bridge, Highway and Transportation District, California

This effort supported toll operations data analysis and performance monitoring for a high-volume, customer-facing toll facility. Adishree supported governance-focused analysis for toll operations, concentrating on identifying operational gaps, inefficiencies, and cost drivers across tolling processes. She analyzed existing operational workflows and performance metrics to identify pain points impacting efficiency, cost optimization, and service delivery. Her work informed governance discussions by translating analytical findings into actionable recommendations aimed at strengthening operational controls, improving efficiency, and supporting cost-effective toll system management.

Scope Relevance:	☑ 2.1.1	☑ 2.1.3
	☑ 2.1.2	☑ 2.1.4



Appendix A-2

Litigation History

ARCADIS

Updated Q4 2025

The following is a summary of the requested litigation from January 1, 2024 through currents. Such claims are disputed and not reasonably expected to be adversely determined, applicable insurance is available, and/or such claims are not reasonably expected to materially impact the financial condition or the operations of Arcadis.

Arcadis U.S., Inc. response to requirement 2.F.

Plaintiff	Defendant (Arcadis Affiliate)	Date Suit Filed	Nature of Incident	Type of Claim	Jurisdiction	Business Line	Government Claim (Y/N)	Resolution 1 = Case Ongoing 2 = Dismissal 3 = Resolved/Settled 4 = Judgment 5 = N/A
Longo-En Tech De Puerto Rico, LLC	Arcadis Caribe, PSC	Aug-25	Contractor alleges it was improperly defaulted and terminated on Vega Baja Truck Sewer project	Prof. Liability	San Juan	Water	N	1
Ilidio Duarte	Arcadis of New York, Inc.	Jul-25	Plaintiff claiming personal injury on project site	General Liability	Bronx Cnty, NY	Water	N	1
Longo-En Tech De Puerto Rico, LLC	Arcadis Caribe, PSC	Jul-25	Contractor alleges it was improperly defaulted and terminated on Los Angeles and Loiza projects	Prof. Liability	San Juan	Water	N	1
Cuellar/Parra	Arcadis U.S., Inc.	Apr-25	The estate of Victor Parra alleges wrongful death claims.	Prof. Liability	Cobb County, GA	Mobiliy	N	1
Narendra and Bela Desai	Arcadis U.S., Inc.	Mar-25	Plaintiff N. Besai is claiming personal injury for a trip and fall. Plaintiff B. Besai is filing a loss of consortium claim.	General Liability	Los Angeles Cnty, CA	Env	N	1
Mora, Aristoteles	Arcadis of New York, Inc.	Mar-25	Plaintiff claiming personal injury near project site due to trip and fall.	General Liability	Bronx Cnty, NY	Water	N	1
Tsai et al.	Arcadis U.S., Inc.	Feb-25	Plaintiffs claiming damages related to work performed at East Palestine,OH derailment of Norfolk Southern Railway Company.	Prof. Liability	Cuyahoga Co., OH	Env	N	1
Hickman et al.	Arcadis U.S., Inc.	Feb-25	Plaintiffs claiming damages related to work performed at East Palestine,OH derailment of Norfolk Southern Railway Company.	Prof. Liability	Franklin Co., OH	Env	N	1
Taylor et al.	Arcadis U.S., Inc.	Feb-25	Plaintiffs claiming damages related to work performed at East Palestine,OH derailment of Norfolk Southern Railway Company.	Prof. Liability	Franklin Co., OH	Env	N	1
Schuller Contractors, Inc.	Arcadis U.S., Inc.	Jan-25	Plaintiff claim personal injury due to negligent traffic pattern direction in construction zone.	Prof. Liability	Orange Cnty, FL	Water	N	1
Vassiliou, Andreas	Arcadis U.S., Inc.	Dec-24	Alleged former employee seeks damages due to loss of time. Arcadis has no record of employee.	Employment	Queens Cnty, NY	Corp	N	1
Jahangiri, Jay	Arcadis U.S., Inc.	Dec-24	Plaintiff and former employee claims discrimination and wrongful termination.	Employment	California	Corp	N	1
Jones, Joseph	Arcadis Canada Inc.	Dec-24	Employment action filed by Plaintiff and former employee.	Employment	Canada	Corp	N	1
Kessler, Jayne	Arcadis U.S., Inc. (FKA The Rise Group, LLC)	Nov-24	Plaintiff claims personal injury at project site.	General Liability	Cook County, IL	Places	N	2
Pollard, Angela	Arcadis U.S., Inc.	Aug-24	Plaintiff claiming damages for negligence on performance of indoor assessment.	Prof. Liability	Dallas, TX	Env	N	1
Caycedo, Juan	Arcadis Inc.	May-24	Former employee of IBI seeks injunctive relief from post-employment restrictions, allegedly due to Arcadis Inc.'s breach of contract.	Breach of Contract	Delaware	Env	N	2
CPL Architects, Engineers, Landscape Architect, D.P.C.	Arcadis U.S., Inc.	Apr-24	Plaintiff claiming breach of contract.	Prof. Liability	Gwinnett	Mobiliy	N	3
O'Dwyer, Aidan	DPS Holding Company LLC	Mar-24	Alleged breach of contract and state wage laws	Employment		Corp	N	3
Belanger, David	Arcadis U.S., Inc.	Jan-24	Plaintiff claims personal injury for failure to maintain safe work area.	General Liability	Juneau, AK	Places	N	1
Wil-O's Seafood LLC	Arcadis U.S., Inc.	Feb-24	Plaintiff claiming damages due to flawed water testing methodology.	Prof. Liability	Iberville Parish, LA	Env	N	1
Everett, et al.	Arcadis U.S., Inc.	Jan-24	Plaintiff claiming discrimination and retaliation arising out of GDOT District 7 MEI contract.	Other	N. District Atlanta	Mobiliy	N	3
Walbridge	Arcadis G&M of North Carolina, Inc.	Jan-24	Plaintiff alleges project did not meet design requirements and claiming damages for redesign.	Prof. Liability	TBD	Places	N	3

Arcadis Litigation, Complaint, or Filing Regarding Equal Employment, Discrimination, or Sexual Harassment – Response to Requirement 2.H.

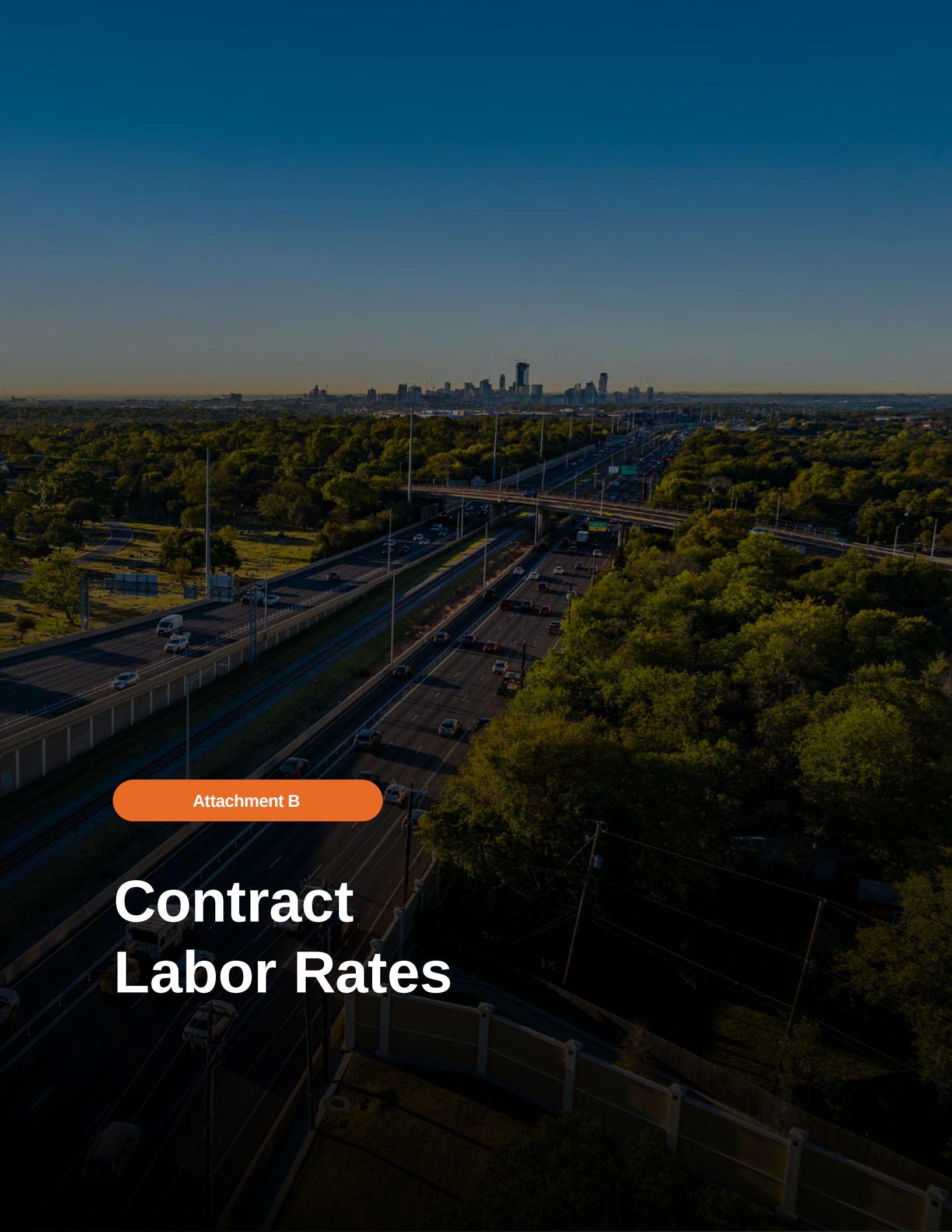
Please see the details below regarding the requested litigation.

Plaintiff	Jahangiri, Jay
Defendant (Arcadis Affiliate)	Arcadis U.S., Inc.
Date Suit Filed	24-Dec
Nature of Incident	Plaintiff and former employee claims discrimination and wrongful termination.
Type of Claim	Employment
Jurisdiction	California
Resolution *1 = Case Ongoing, 2 = Dismissal, 3 = Resolved/Settled, 4 = Judgment, 5 = N/A*	1

RS&H Litigation and Contract Disputes with Public Agency Clients – Response to Requirement 2.F and 2.G.

- Izquierdo, Walker and Perez, Alfonso, v. Community Asphalt Corp., et al., 11th Judicial Circuit, Miami-Dade County, Florida, Case Nos: 2021-011062-CA-01 and 2021-012281-CA-01. RS&H provided traffic control design services on the Homestead Extension of the Florida Turnpike. Plaintiffs were in motorcycle accidents and allege that project construction or design caused the accidents. Settled on November 1, 2024.
- Marchitto, Linda v. San Luis Obispo County Regional Airport, et al., Superior Court, County of San Luis Obispo, California, Case No.: 20CV-0330. Plaintiff alleges that a wheel stop was protruding from under a motor vehicle in the handicap parking lot at the airport, which caused her to trip and fall. Settled October 9, 2024.
- Lybarger, Diane v. Skanska-Granite-Lane, RS&H, Inc., et al., 9th Judicial Circuit Court, Orange County, Florida, Case No.: 2019-CA-010699-0. RS&H contracted with FDOT to provide owner's rep services for the I-4 Ultimate Corridor Project. Plaintiff brought a wrongful death action against RS&H and multiple other defendants related to a 2018 motor vehicle accident. Summary judgment was granted on June 13, 2024.
- Joseph, Delia & Kathryn v. RS&H, Inc., 224th Judicial Circuit, Bexar County, Texas, cause No. 2024-CI-06666. RS&H provided design services to TxDOT on a roadway widening project. Plaintiffs allege that temporary traffic control devices were not placed according to plans, causing them to drive into a ditch while turning into a commercial driveway. Dismissed by court order on April 23, 2024.
- Martinez, Daniel M. v. Condotte America, Inc., RS&H, Inc., et al., 11th Judicial Circuit Court, Miami-Dade County, Florida, Case No.: 2019-013734-CA-01. Plaintiff alleges he struck a cone that was left in the roadway while driving his motorcycle, which caused him to lose control of his motorcycle and suffer injuries. RS&H voluntarily dismissed on April 23, 2024.
- Aldridge, Roger v. Okaloosa County and RS&H, Inc., et al., 1st Judicial Circuit Court, Okaloosa County, Florida, Case No.: 2019-CA-004145-F. RS&H contracted with Okaloosa County to design an air traffic control tower at the county's airport. Plaintiff fell in the tower and alleged inadequate lighting. The case settled on March 1, 2024.
- Dionicio Reyes v. TxDOT, Hays County, RS&H, Inc., et al., 453rd Judicial District, Hays County, Texas, Case No.: 20-0400. RS&H contracted with Hays County in 2016 to perform CEI services for a project relating to replacing an old water line at a project site. Plaintiff was injured during the relocation of the waterpipe and brought suit against RS&H and other parties alleging failure to monitor and ensure a safe installation of the pipe and failure to inspect safety procedures. Suit is pending.

- Estate of Rigoberto Rios Marquez v. Jones Bros. Dirt & Paving, RS&H, et al., 125th Judicial District, Harris County, Texas, Case No. 202521401. RS&H provides CEI services to TxDOT. An employee of another contractor was fatally injured when a haul truck operated by a different contractor ran over him. Suit is pending.
- Birkshire Johnstone, LLC, vs. City of Pensacola & RS&H, Inc., Circuit Court, Escambia County, FL, Case No. 2-25-CA-864. RS&H provided design and construction administration services to the city. The city denied a change order request submitted by the contractor and withheld retainage from the contractor, and the contactor sued both the city and RS&H. Suit is pending.
- Melanson, Benoit, et al. v. Pinellas County, RS&H, Inc., et al., Pinellas County, FL, Case No. 522025CA004076XXCICI. RS&H provided design services to Pinellas County. The plaintiff's minor was hit by a car while walking near the project limits and filed a lawsuit against the project participants. The suit is pending.
- Vystar Credit Union v RS&H, Inc., Duval County, FL, Case No. 2025-CV-007072. RS&H provided design services to Vystar, and Vystar alleges that exterior lights specified by RS&H's consulting vendor have failed. The suit is pending.



Attachment B

Contract Labor Rates

Appendix A

Labor Rates Form

Staff Position / Classification	Loaded Hourly Rate
Maintenance Lead (Arcadis)	$272.24
Maintenance Analyst (Arcadis)	$137.37
Senior ITS Engineer (Arcadis)	$324.25
ITS Engineer (Arcadis)	$225.16
Senior Planner (Arcadis)	$325.67
Planner (Arcadis)	$270.66
Senior Toll System Specialist (Arcadis)	$384.76
Toll System Specialist (Arcadis)	$288.16
Junior Toll System Specialist (Arcadis)	$156.67
Digital Systems Architect (Arcadis)	$338.14
Software Developer (Arcadis)	$207.76
Senior Program Manager (Arcadis)	$387.10
Senior Project Manager (Arcadis)	$348.00
Project Manager (Arcadis)	$275.00
Senior Analyst (Arcadis)	$206.41
Analyst (Arcadis)	$168.36
Junior Analyst (Arcadis)	$148.83
Senior Customer Service Operations Specialist (Arcadis)	$315.49
Customer Service Operations Specialist (Arcadis)	$120.62
Senior Advisor - Transportation Technology (Arcadis)	$435.21
Advisor - Transportation Technology (Arcadis)	$303.89
Senior Network and Security Specialist (Arcadis)	$266.35
Cloud Network Specialist (Arcadis)	$172.36
Quality Assurance Manager (Arcadis)	$308.99

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.

Appendix A

Labor Rates Form

Staff Position / Classification	Loaded Hourly Rate
Engineer in Training (Arcadis)	$148.31
Senior Electrical Engineer (Arcadis)	$265.73
Eletrical Engineer (Arcadis)	$145.01
Project Control Specialist (Arcadis)	$141.79
Senior Advisor - Transportation Technology (ASRI)	$290.00
Senior ITS Engineer (ASRI)	$225.00
ITS Engineer (ASRI)	$165.00
Senior Project Manager (Weris)	$220.10
Project Manager, Senior Transportation Systems Specialist (Weris)	$167.82
Systems Lead, Senior Transportation Specialist (Weris)	$132.06
Senior GIS Analyst, Developer (Weris)	$120.30
Mid-Level Data Analyst, AI Specialist (Weris)	$110.05
Mid-Level Business Analyst (Weris)	$101.77
Senior Toll Advisor (RS&H)	$400.58
Senior Toll System Specialist (RS&H)	$384.76
Senior Customer Service Operations Specialist (RS&H)	$300.21
Maintenance Lead (RS&H)	$309.72
Digital Systems Architect (RS&H)	$354.03

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

Form of Contract Exceptions

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
EXTERNAL RESPONSE TO LEGAL DOCUMENT & DEPARTURES

Document reviewed : Request for Qualifications / Form of Contract for General Systems Consultant Services

CLAUSE REFERENCE	ITEM / ISSUE	Response
	No limitation of liability clause identified : A limitation of liability clause is a key Arcadis position. In the contract text reviewed, there is no operative cap on Arcadis liability and no exclusion of indirect/consequential loss identified.	If CRTMA is amicable, we suggest a mutual limitation of liability clause such as a cap of one year's fees for the relevant year, together with exclusion of indirect & consequential loss and standard non-excludable liability carve-outs. We look forward to discussing this with CTRMA to ensure we arrive at language that is suitable and mutually agreeable to both parties
	Personnel replacement: CTRMA can require immediate removal of personnel it considers incompetent or detrimental, and Arcadis must furnish a replacement within five business days. This is too operationally rigid and customer-discretionary	Arcadis understands and acknowledges the importance for CTRMA to require immediate removal of personnel it considers incompetent or detrimental. However, we request to consider a replacement period of 15 business days. We are open to discussing this further to ensure a fair and practical resolution for all parties.

CLAUSE REFERENCE	ITEM / ISSUE	Response
Article 18. I.	"Technology Errors and Omissions Insurance including network security and privacy with a limit of $1,000,000 per occurrence / $2,000,000 aggregate."	Arcadis meets the requirement for the Technology Errors and Omissions Insurance via our Professional Liability insurance which provides coverage for Professional Services that includes 'Technology Services' per the below: *1.32* ***Technology Services*** *1.32.1* ***Technology Services*** *means the technology activities performed by or on behalf of the Insured related to professional services as mentioned in art. 1.26.1, including but not limited to:* *1.32.1.1 Website design or website programming* *1.32.1.2 Database design or database management, data warehousing, data application hosting* *1.32.1.3 Hosting, management or maintenance of websites designed or programmed* *1.32.1.4 Maintenance of computer programs, applications or systems designed or developed* *1.32.1.5 Design and development or use of computer software programs, applications or systems* *1.32.1.6 Creation, maintenance or use of any digital model or digital representation.*

CLAUSE REFERENCE	ITEM / ISSUE	Response
Article 18 (pg 30)	"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.:	Arcadis understands that maintaining comprehensive insurance coverage, including naming the Mobility Authority as an additional insured, is a critical requirement for CTRMA to ensure protection against potential claims arising from the performance of services under this Agreement. However, Arcadis Requests for CTRMA removes D and E from the subsections list. Additional insured is not available on D) Valuable Papers because it is a property policy. Arcadis requests CTRMA to consider removing the verbiage, "arising in any manner from the negligent or willful wrongful acts or failures to act by the Consultant" to align with additional insured wording in a policy. Additional insured coverage is provided via industry standard endorsements CG2010 12-19 and CG2037 12-19. Arcadis requests CTRMA to advise if these forms are acceptable. We are open to discussing this further to ensure a fair and practical resolution for all parties.
Article 18 (page 30)	"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."	Arcadis recognizes the importance of ensuring that all required insurance policies include a provision for at least thirty (30) days prior written notice to CTRMA before any cancellation. However, we request to remove "or non-renewed" from the article. We look forward to discussing this with CTRMA to ensure we arrive at language that is suitable and mutually agreeable to both parties.

EXHIBIT "E"

CONSULTANT RATE SCHEDULE

Key Personnel	Hourly Billing Rate
Maintenance Lead (Arcadis)	$272.24
Maintenance Analyst (Arcadis)	$137.37
Senior ITS Engineer (Arcadis)	$324.25
ITS Engineer (Arcadis)	$225.16
Senior Planner (Arcadis)	$325.67
Planner (Arcadis)	$270.66
Senior Toll System Specialist (Arcadis)	$384.76
Toll System Specialist (Arcadis)	$288.16
Junior Toll System Specialist (Arcadis)	$156.67
Digital Systems Architect (Arcadis)	$338.14
Software Developer (Arcadis)	$207.76
Senior Program Manager (Arcadis)	$387.10
Senior Project Manager (Arcadis)	$348.00
Project Manager (Arcadis)	$275.00
Senior Analyst (Arcadis)	$206.41
Analyst (Arcadis)	$168.36
Junior Analyst (Arcadis)	$148.83
Senior Customer Service Operations Specialist (Arcadis)	$315.49
Customer Service Operations Specialist (Arcadis)	$120.62
Senior Advisor - Transportation Technology (Arcadis)	$435.21
Advisor - Transportation Technology (Arcadis)	$303.89
Senior Network and Security Specialist (Arcadis)	$266.35
Cloud Network Specialist (Arcadis)	$172.36
Quality Assurance Manager (Arcadis)	$308.99
Engineer in Training (Arcadis)	$148.31
Senior Electrical Engineer (Arcadis)	$265.73
Electrical Engineer (Arcadis)	$145.01
Project Control Specialist (Arcadis)	$141.79
Senior Advisor - Transportation Technology (ASRI)	$290.00
Senior ITS Engineer (ASRI)	$225.00
ITS Engineer (ASRI)	$165.00
Senior Project Manager (Weris)	$220.10
Project Manager, Senior Transportation Systems Specialist	$167.82
Systems Lead, Senior Transportation Specialist (Weris)	$132.06
Senior GIS Analyst, Developer (Weris)	$120.30
Mid-Level Data Analyst, AI Specialist (Weris)	$110.05
Mid-Level Business Analyst (Weris)	$101.77

Senior Toll Advisor (RS&H)	$400.58
Senior Toll System Specialist (RS&H)	$384.76
Senior Customer Service Operations Specialist (RS&H)	$300.21
Maintenance Lead (RS&H)	$309.72
Digital Systems Architect (RS&H)	$354.03

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #10

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

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

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

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

The general systems consulting services to be provided by HDR 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.

HDR 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 HDR 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 HDR 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 HDR ENGINEERING, INC. FOR GENERAL SYSTEMS CONSULTANT SERVICES TO SUPPORT THE TECHNOLOGY AND OPERATIONAL SYSTEMS OF THE MOBILITY AUTHORITY

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

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

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

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

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

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

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

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

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

Submitted and reviewed by:

_____

James M. Bass
Executive Director

Approved:

_____

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

Exhibit A

AGREEMENT FOR

GENERAL SYSTEMS CONSULTANT SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

ARTICLE 1: CONSULTANT'S SERVICES

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

ARTICLE 2: COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3: TERM

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

ARTICLE 4: TERMINATION FOR DEFAULT

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

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

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

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

ARTICLE 5: OPTIONAL TERMINATION BY MOBILITY AUTHORITY

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

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

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

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

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

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

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

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

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

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

ARTICLE 8: PERSONNEL, EQUIPMENT, AND MATERIAL

Consultant shall provide personnel and equipment as follows:

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

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

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

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

ARTICLE 9: BUSINESS OPPORTUNITY PROGRAM AND POLICY COMPLIANCE

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

ARTICLE 10: PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS

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

ARTICLE 11: OWNERSHIP OF REPORTS

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

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

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

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

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

ARTICLE 12: SUBCONSULTANTS

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

ARTICLE 13: APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS

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

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

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

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

ARTICLE 14: COMPLIANCE WITH LAWS AND MOBILITY AUTHORITY POLICIES

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

ARTICLE 15: MOBILITY AUTHORITY INDEMNIFIED

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

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

ARTICLE 16: CONFLICTS OF INTEREST

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

ARTICLE 17: CONSULTANT NON-DISCLOSURE

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

ARTICLE 18: INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 19: COORDINATION OF CONTRACT DOCUMENTS

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

ARTICLE 20: RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE 21: NOTICE

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

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

In the case of the **Consultant**:

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

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

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

with a copy to:

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

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

ARTICLE 22: REPORTS OF ACCIDENTS, ETC.

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

ARTICLE 23: MOBILITY AUTHORITY'S ACTS

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

ARTICLE 24: LIMITATIONS

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

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

ARTICLE 25: CAPTIONS NOT A PART HEREOF

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

ARTICLE 26: CONTROLLING LAW, VENUE

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

ARTICLE 27: COMPLETE AGREEMENT

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

ARTICLE 28: TIME OF ESSENCE

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

ARTICLE 29: SEVERABILITY

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

ARTICLE 30: AUTHORIZATION

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

ARTICLE 31: SUCCESSORS

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

ARTICLE 32: INTERPRETATION

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

ARTICLE 33: BENEFITS INURED

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

ARTICLE 34: SURVIVAL

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

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY	**HDR Engineering, Inc.**
By:_____	By:_____
James M. Bass, Executive Director	Justin Word, Sr. Vice President

EXHIBIT "A"

SCOPE OF SERVICES

I. Purpose

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

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

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

II. Services

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

1. Systems Implementation and Technology

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

2. Strategic Planning and Innovation

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

3. Business Intelligence and Quality Assurance

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

4. Program Governance and Advisory

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

EXHIBIT "B"

FORM OF WORK AUTHORIZATION

WORK AUTHORIZATION NO. _____

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

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

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

Section A. Scope of Services

A.1. Consultant shall perform the following Services:

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

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

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

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

[Describe Documents to be delivered by Consultant.]

Section B. Service Providers

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

Section C. Schedule

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

[Describe agreed Project schedule.]

Section D. Compensation

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

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

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY	**[CONSULTANT]**
By:_____	By:_____
James M. Bass, Executive Director	[CONSULTANT]

EXHIBIT “C”
NONDISCLOSURE AGREEMENT

EXHIBIT "D"

CONSULTANT'S PROPOSAL

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

STATEMENT OF QUALIFICATIONS

General Systems Consulting Services

HDR Engineering, Inc.

May 11, 2026

May 11, 2026

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

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

Dear Ms. Brown,

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

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

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

POINT OF CONTACT

Caitlin Timoney
Project Manager

Caitlin.Timoney@hdrinc.com

718.913.6409

Acknowledgments

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

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

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

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

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

Sincerely,
HDR

Caitlin Timoney
Project Manager

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

hdrinc.com 710 Hesters Crossing, Suite 150, Round Rock, TX 78681-7838 **T** 512.685.2900 **F** 512.685.2901

Attachment

A

6.1 Respondent

6.1 Respondent

Brief History and General Description of Respondent

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

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

We offer the multidisciplinary strength required to deliver technically complex projects from planning through implementation and operation. We will use the right resources with the right expertise to meet your scope, schedule, and budget.

Type of Legal Entity and Status

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

Ownership, Officers, Directors, or Partners

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

Respondent	HDR Engineering, Inc.
Type of Legal Entity	S Corporation
Ownership	100% employee-owned

Over **200** locations worldwide

Over **14,500** employees

109 years in business

Serving Central Texas since **1978**

We have four Central Texas offices and nine other Texas offices statewide.

HDR Board of Directors

John Henderson

Chairman and Chief Executive Officer
HDR

Douglas Wignall

Architecture President
HDR

Eric Keen

Vice Chairman
HDR

Anthony (Tony) Cotton

Retired General
United States Air Force

Neil Graff

President and Chief Operating Officer
HDR

Helvi Sandvik

President
Kidways, LLC

Erin Hunt

Water President
HDR

Thomas McLaughlin

Transportation President
HDR

Richard Bell

Former Chairman and Chief Executive Officer
HDR

John Wilson

Former President
Durham Resources, LLC

POINT OF CONTACT

Caitlin Timoney
Project Manager
Caitlin.Timoney@hdrinc.com
718.913.6409

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

Respondent's Subconsultant Intent

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

6.2 Respondent's Organization, Key Personnel, and Procedures

6.2 Respondent's Organization, Key Personnel, and Procedures

LEGEND
Staff are HDR employees.
***Bolded blue** names indicate task leads.*
Key personnel
Local Central Texas personnel
**Principal officer directly responsible for managing the services provided for CTRMA's projects*

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

Principal-in-Charge
*Justin Word, PE (TX, No. 92712)

Project Manager
Caitlin Timoney

Deputy Project Manager
Trey Baker

Quality Manager
Felipe Tudtud, PE

Systems Implementation and Technology

Robert Duffey, PMP
Chelsea Mason, PE
Connie Ullas, PE
Nicole Watts
Paul Leghart
Alfred Ng

Business Intelligence and Quality Assurance

Regina Briseño, PMP
Srikanth (Sri) Koneru, PE
Ke Zhou
Jay Walter
Sarah Henly-Thomas
Rupender Dahiya, PE

Strategic Planning and Innovation

David Ungemah
Daniel DiJoseph, PE
Steve Kimble, PE (MI, MD, OH, IL, VA, DC)
Pareese Pathak
Keyur Shah, PMP, MIAM, PROSCI
Jingcheng Wu, PhD, PE (NY, FL, MI, VA, WI), PTOE

Program Governance and Advisory

Andrew Cadmus, PE (MD, VA)
Trey Baker
Joey Yang, PE (NY, WA)
Kelli Reyna
Robert Colorafi, MBA
Brian Swindell, PE, ENV SP

SUPPORTING SUBJECT MATTER EXPERTS

Toll Transaction Analyses
Sarah Henly-Thomas
Jay Walter

Back-Office and CSC
Regina Briseño, PMP
Navdeep Virk, PMP, PSMI
Pareese Pathak

Roadside Systems and Equipment
Robert Duffey, PMP
Paul Leghart
Alfred Ng

Zero Emissions and Fleets
Robert Mowat
Nassim Motamedi, PhD, P.Eng., PMP, PTOE
Ana Maria Vargas

ITS and New Mobility
Steve Kimble, PE (MI, MD, OH, IL, VA, DC)
Kyle Halligan, PE
Justin Robbins, AICP
Connie Ullas, PE
Siri Simons
Nicole Watts
Suchismita Behuria, PE
Joey Yang, PE (NY, WA)

Express Lane Operations
David Ungemah
Trey Baker
Brian Swindell, PE, ENV SP
Garrett Low, PE (CA)
Keyur Shah, PMP, MIAM, PROSCI

Caitlin Timoney

Project Manager

FIRM
HDR

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

PROFESSIONAL MEMBERSHIPS & ORGANIZATIONS
Women's Transportation Seminar

INDUSTRY | FIRM TENURE
12 years | 8 years

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

— Mike Lewis, Former HDR Principal Program Manager

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

RELEVANT PROJECT EXPERIENCE

MTA, CBDTP, New York, NY.

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

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

Caitlin Timoney (Continued)

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

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

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

New York City Transit (NYCT), Enhanced Station Initiatives, Package 4, New York, NY.
Environmental Oversight/Production Manager. Caitlin oversaw the environmental compliance and permitting requirements for the rehabilitation of five subway stations in the NYCT system under the Enhanced Station Initiatives Design-Build project. She was responsible for the development of key environmental construction documents including dust control and waste management plans. She worked directly with the construction contractors to verify compliance with environmental requirements such as stormwater management, removal and disposal of regulated wastes, and lead and asbestos abatement.

Trey Baker

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

FIRM
HDR

EDUCATION
MPA, Public Service and Administration, Texas A&M University
BS, Political Science, Texas A&M University

PROFESSIONAL MEMBERSHIPS & ORGANIZATIONS
TRB: Congestion Pricing Committee, Transportation Demand Management Committee, Congestion Pricing Outreach Subcommittee
IBTTA: Emerging Technology Committee

INDUSTRY | FIRM TENURE
20 years | Less than 1 year

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

RELEVANT PROJECT EXPERIENCE

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

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

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

Trey Baker (Continued)

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

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

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

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

Robert Duffey, PMP

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

FIRM
HDR

EDUCATION
BA, Transportation and Logistics Management, American Military University

LICENSES & REGISTRATIONS
Project Management Professional (PMP)

INDUSTRY | FIRM TENURE
19 years | Less than 1 year

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

RELEVANT PROJECT EXPERIENCE

CTRMA, 183A, 183A Extension, 290 Expressway, Austin, TX.
Installation and Maintenance Manager. Robert managed the end-to-end installation and maintenance of a comprehensive tolling system for CTRMA projects, encompassing open road tolling (ORT), violation enforcement, video image processing, and ongoing maintenance services. As installation and maintenance manager, he directed a team in the successful deployment and maintenance of the tolling solution, leading the project through testing and implementation phases. Post-installation, Robert assumed responsibility for day-to-day maintenance and operations.

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

New Hampshire Department of Transportation, 93 Hooksett and I-95 Hampton ORT, NH.
Installation and Maintenance Manager. Robert managed the installation process for a fast-track conversion of an existing legacy system to E-ZPass, verifying stable equipment installation and timely completion of each project phase. He assisted in the quality assurance/quality control (QA/QC) testing, verifying that results met strict contract requirements. He transitioned to maintenance manager post-installation and commissioning, managing day-to-day operations.

Robert Duffey, PMP (Continued)

Triborough Bridge and Tunnel Authority (TBTA)/MTA, Henry Hudson Bridge (HHB) AET Gateless Pilot Test, Manhattan, NY.
Installation Manager. Robert managed TBTA in their transition to AET at the HHB, assisting in evaluating the potential impacts of implementing gateless tolling and a comprehensive AET solution. He collaborated closely with TBTA and MTA to maintain a cohesive team approach throughout the delivery of the Pilot AET system at the HHB.

State Road and Tollway Authority (SRTA), I-75S and NWC, Atlanta, GA.
Installation and Maintenance Manager. Robert served as the installation manager for the SRTA projects during the design and construction phases, directing a team in the successful installation of tolling and ITS solutions. He managed the testing process, and upon completion of installation activities, transitioned to the role of maintenance and operations manager, which encompassed commissioning, day-to-day maintenance, and operations.

CCRMA, SH 550 and Port Spur, Harlingen, TX.
Installation and Maintenance Manager. Robert managed the installation of an AET solution for the CCRMA project as installation manager. He directed the team to successfully install equipment and assisted in testing and integration. He transitioned to maintenance manager post-implementation, overseeing day-to-day operations, and full system deployment was provided faster than initial project timelines.

Washington State Department of Transportation, SR 520 Evergreen Floating Bridge, SR-99, I-405 Managed Lanes, and the SR-520 Technical and Traffic Committee, Seattle, WA.
Installation and Maintenance Manager. Robert managed the installation of tolling equipment for the SR 520 Evergreen Floating Bridge project while overcoming significant challenges presented by the complex construction site. He oversaw the hardware team to verify successful implementation of the equipment design and structure. Robert transitioned to maintenance manager upon completion of installation and managed day-to-day operations. He provided key contributions to design efforts for follow-on projects.

North East Texas Regional Mobility Authority (NETRMA), Texas Toll Loop 49, Tyler, TX.
Deputy Project Manager/Installation and Maintenance Manager. Robert served as both deputy project manager and installation manager, leading the removal of a competitor's AET solution and the subsequent installation of an updated, treadle-based AET tolling solution. He directed the team to successfully install the equipment and assisted in testing and integration. Robert transitioned to maintenance manager upon completion, overseeing day-to-day maintenance and operations.

Chelsea Mason, PE

Systems Implementation and Technology Support

FIRM
HDR

EDUCATION
ME, Civil Engineering (Structures), University of Florida
BS, Civil Engineering, University of Florida

LICENSES & REGISTRATIONS
PE, TX, No. 122389
PE, FL, No. 76086
Florida Advanced Maintenance of Traffic (MOT), No. 612107

PROFESSIONAL MEMBERSHIPS & ORGANIZATIONS
IBTTA: Young Professionals Council, Women in Tolling Council
American Society of Civil Engineers
Women's Transportation Seminar
Florida Engineering Society: Central Florida MathCounts Committee
Go Full STEAM Inc.

INDUSTRY | FIRM TENURE
15 years | Less than 1 year

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

RELEVANT PROJECT EXPERIENCE

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

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

Chelsea Mason, PE (Continued)

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

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

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

David Ungemah

Strategic Planning and Innovation Task Lead, Express Lane Operations Support

FIRM
HDR

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

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

INDUSTRY | FIRM TENURE
31 years | 2 years

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

RELEVANT PROJECT EXPERIENCE

Riverside County Transportation Commission (RCTC), I-15 Express Lanes Program Management, Riverside, CA.
Task Manager. David served as the task manager for the development of toll systems design, business rules, policies, and systems engineering along the I-15 corridor for RCTC, including facilitation of a multi-agency collaboration towards the development of a consolidated concept of operations, which informed a 2-stage procurement for toll systems and roadway design.

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

Utah Department of Transportation (UDOT), Big Cottonwood Canyon (BCC) Environmental Assessment, Salt Lake City, UT.
Tolling Systems Manager. David served as the tolling systems manager for the evaluation and recommendation of tolling options in the BCC. This ski resort-oriented corridor is prone to heavy weekend congestion. In order to reduce the demand for passenger vehicle travel and encourage greater mode shift to transit options, the BCC environmental assessment is examining potential congestion relief tolling options for deployment under the Value Pricing Pilot Program.

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

David Ungemah (Continued)

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

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

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

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

Regina Briseño, PMP

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

FIRM
HDR

EDUCATION
BFA, Caldwell University

LICENSES & REGISTRATIONS
PMP, No. 1775800

INDUSTRY | FIRM TENURE
29 years | 2 years

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

RELEVANT PROJECT EXPERIENCE

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

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

Regina Briseño, PMP (Continued)

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

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

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

Andrew Cadmus, PE (MD, VA)

Program Governance and Advisory Task Lead

FIRM
HDR

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

LICENSES & REGISTRATIONS
PE, MD, No. 38279
PE, VA, No. 0402059064

INDUSTRY | FIRM TENURE
21 years | 9 years

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

RELEVANT PROJECT EXPERIENCE

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

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

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

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

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

Number of Available Staff by Specialty

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

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

Abstract of HDR's Quality Assurance Procedures

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

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

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

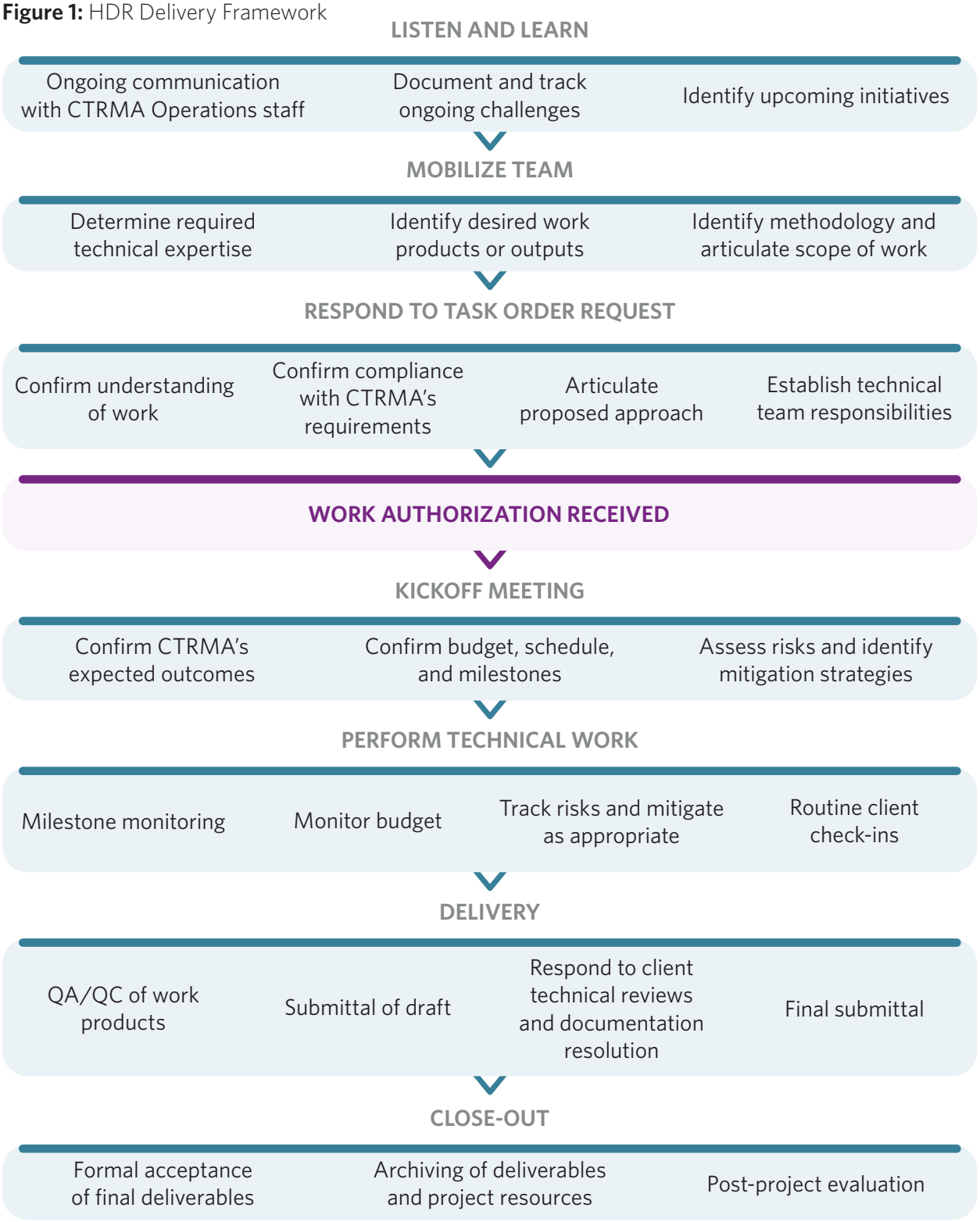
For this contract, **our quality manager, Felipe Tudtud,** will confirm that HDR is continually providing quality, timely, and cost-effective services to meet CTRMA's needs throughout the life of each work authorization and overall contract. We will follow our robust and well-established quality management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

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

Outline of Implementation Procedures to Perform Services for CTRMA

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

Figure 1: HDR Delivery Framework



Ongoing Litigation

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

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

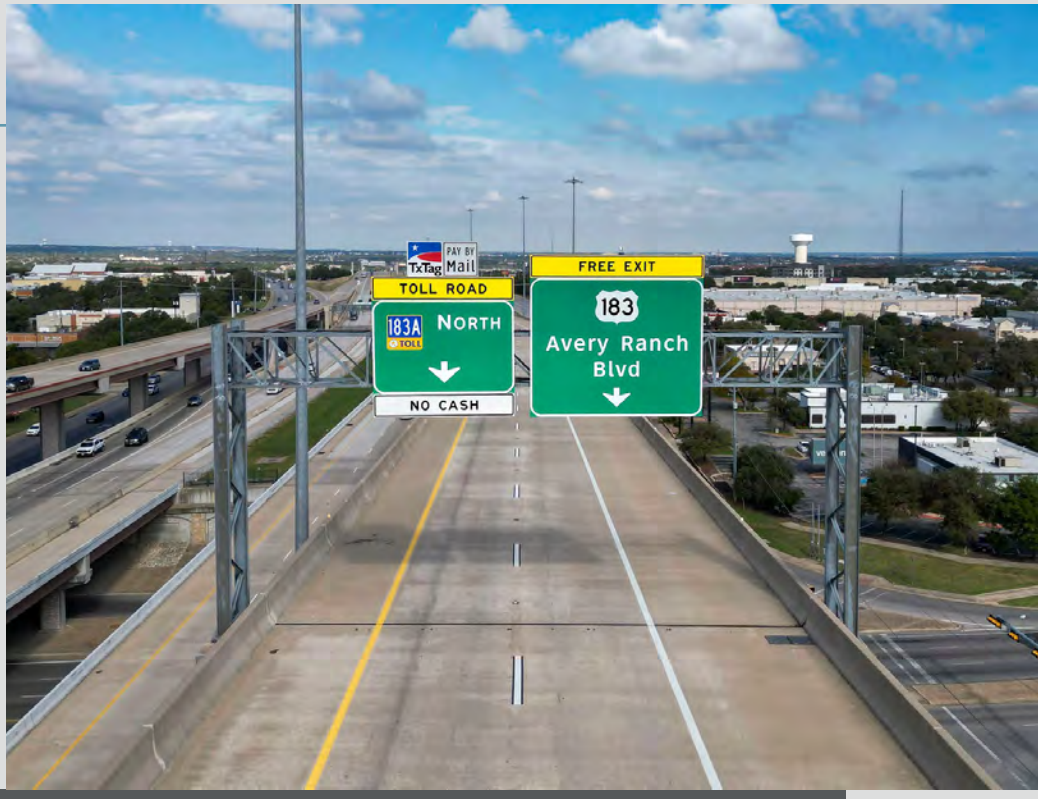
Summary of Recent Contract Disputes

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

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

Recent Litigation, Complaints, or Filings

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



6.3 Relevant Experience and Expertise

6.3 Relevant Experience and Expertise

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

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

★ Primary Project Type
■ Secondary Project Elements

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

METROPOLITAN TRANSPORTATION AUTHORITY

POTENTIAL PROJECT CATEGORY
Toll Operations

PROJECT NAME
CBDTP Deployment

PROJECT LOCATION
New York, NY

PROJECT BUDGET
$42M

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

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

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

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

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

Navdeep Virk | Senior systems consultant supporting review of vendor design documentation for tolling system implementation; supported tolling software cost management through process improvement and metrics-based oversight.

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

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

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

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

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

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

CLIENT CONTACT

Allison C. de Cerreño
E Allison.Cdecerreno@mtahq.org
T 646.252.7750

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

POTENTIAL PROJECT CATEGORY
General Consulting Services

PROJECT NAME
365 Tollway, Toll Integrator Procurement (WA #3)

PROJECT LOCATION
McAllen, TX

PROJECT BUDGET
$300K

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

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

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

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

Navdeep Virk | Senior tolling consultant; drafted the RFP and associated Technical Provisions; evaluated RFP responses and rated proposers; responsible for technical delivery of the project including design documents; provided SME support for system development and Factory Acceptance Testing.

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

The 365 Tollway will be the first toll facility in McAllen, Texas, supporting regional commuter travel and cross-border freight at the third-largest U.S./Mexico freight crossing. We prepared procurement documents for toll collection and enforcement systems including requirements for back-office integration. We developed a comprehensive, tailored financial model with HCRMA detailing net revenue, capital costs, O&M costs, and maintenance costs. We increased future revenue, reduced costs, and improved enforcement by developing a single-gantry tolling approach as an alternative to the original double-gantry concept to minimize in-pavement equipment while enabling rate setting based on vehicle height and length. Working with the traffic and revenue team, we analyzed alternatives accounting for revenue forecasts, capital and O&M cost impacts, and risk. This was approved by HCRMA and the Board, resulting in multi-million-dollar lifecycle savings and increased project revenue.

CLIENT CONTACT

Pilar Rodriguez
E PRodriguez@hcrma.net
T 956.402.4762,
956.638.6335 (mobile)

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

POTENTIAL PROJECT CATEGORY
Transaction Processing

PROJECT NAME
Technical Support for Toll Operations On-Call

PROJECT LOCATION
San Francisco, CA

PROJECT BUDGET
$702K

VALUE TO CTRMA

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

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

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

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

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

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

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

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

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

CLIENT CONTACT

Jennifer Mennucci
E JMennucci@goldengate.org
T 415.923.2289

SEE: ORANGE
THINK: SAFETY
DO: SLOW DOWN

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POTENTIAL PROJECT CATEGORY
Marketing & Communications (Ops/IT)

PROJECT NAME
AWZSC Pilot

PROJECT LOCATION
Hartford, CT

PROJECT BUDGET
$1M

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

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

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

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

Navdeep Virk | Senior tolling consultant initially assisting the CTDOT team with the evaluation of proposals for the pilot project; responsible for the development of the concept of operations, the requirements traceability matrix, and the business rules document; provided oversight to the technical areas of the project from the system configurations, testing the business rules, process improvements to BI dashboards creation working closely with the system vendor; monitored the project performance during implementation leading up to the final report.

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

CTDOT launched a pilot to test the efficacy of using automated speed enforcement in work zones to improve safety. As the program administrator, we provided comprehensive consulting services to support CTDOT in procuring a roadside and back-office vendor to implement and operate the system. We oversaw the vendor's compliance with requirements, business rules, notice development, schedule, quality, testing, and costs. We coordinated the deployment of equipment at work zones and performed quality control of site setup and data processing. A critical component of this effort was the development of a campaign for CTDOT called 'KNOW THE ZONE,' which included branding, messaging, and talking points to support a website, social media, and other stakeholder engagement. This effort enhanced the effectiveness of the pilot and helped communicate transparency. HDR supported the development of roadway signage, billboards, radio spots, and press releases. The final report demonstrated that the pilot was highly effective at slowing drivers in work zones. HDR coordinated efforts between CTDOT, the Connecticut DMV, Connecticut Department of Emergency Services and Public Protection, Connecticut Judicial Branch, and other third-party entities. The pilot led to legislation authorizing a permanent program, for which HDR is contracted to support.

CLIENT CONTACT

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TRANSURBAN, VIRGINIA DEPARTMENT OF TRANSPORTATION

POTENTIAL PROJECT CATEGORY
Express Lane Systems

PROJECT NAME
Express Lanes Vehicle Occupancy Detection

PROJECT LOCATION
Alexandria, VA

PROJECT BUDGET
$655K

VALUE TO CTRMA

We help agencies and operators deploy advanced transportation technologies by bridging roadway engineering, systems integration, and vendor coordination. Through hands-on technical and operational support, we guide the integration of innovative solutions – such as video-based occupant detection – into existing toll infrastructure. This approach strengthens operational efficiency and enforcement accuracy, supporting reliable system performance and improved program outcomes as CTRMA adopts new technologies.

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

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

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

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

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

The VOD system was installed by Transurban as part of its Transurban's Fair Travel Program, which was created to increase high-occupancy vehicle (HOV) compliance in tolled express lanes using a combination of public outreach, state police enforcement, communications, and technology. VOD technology advancements allow Transurban to use existing toll collection infrastructure and BOS to automate the process of identifying violators, notify them of incorrect usage, and eventually invoice repeat offenders to correct usage of the express lane facility. The VOD solution is based on infrared video analytics developed by Indra Group to determine the number of vehicle occupants for automated toll transaction enforcement. HDR's VOD System Support task order was conducted under the master services program management contract with Transurban. Deliverables included a design and analysis for the roadway, systems, and structural aspects of VOD equipment installed at six existing Transurban toll gantry locations. We coordinated needs, requirements, and design parameters between Transurban and its VOD solution vendor to deliver the VOD design, which includes power, conduit, communication, poles, and mounting of proposed VOD equipment. HDR's engineering services also included field review of installed equipment, development of as-built drawings, and review of shop drawings.

CLIENT CONTACT

Karl Rohrer
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MARYLAND TRANSPORTATION AUTHORITY

POTENTIAL PROJECT CATEGORY
Marketing & Communications (Ops/IT)

PROJECT NAME
Installment Plan Pilot & Permanent Program

PROJECT LOCATION
Baltimore, MD

PROJECT BUDGET
$150K

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

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

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

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

Navdeep Virk | Senior tolling consultant for enterprise tolling back-office software implementation; supported back-office functions (e.g., transponder management, transaction posting, violations processing, invoicing, and external system interfaces including DMV and E-ZPass); managed development and testing activities.

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

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

MDTA was mandated to establish installment payment plans for customers with outstanding toll debt and engaged HDR to design and implement a comprehensive Installment Plan Program focused on equity, customer experience, and financial relief. We rapidly developed the program framework aligned with MDTA's guiding principles, including revenue recovery, program consistency, customer-oriented design, administrative efficiency, and seamless system integration. We provided strategic, analytical, and operational support, including evaluation of customer account data to define equitable payment schedules and monthly amounts. We developed end-to-end process designs and workflows, comprehensive SOPs for daily operations, and customer communication templates. We worked closely with MDTA finance, legal, and customer service teams to finalize eligibility criteria, repayment structures, compliance considerations, and system integration requirements. Interactive dashboards were also developed to support leadership insight into program performance and customer engagement. We supported accelerated implementation of a sustainable, customer-centric payment solution.

CLIENT CONTACT

Heather Koeberle
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T 410.537.1391, 443.435.4734 (mobile)

POTENTIAL PROJECT CATEGORY
Connected Vehicle Technology

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

PROJECT LOCATION
Newport News and Hampton, VA

PROJECT BUDGET
$342K

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

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

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

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

The I-64 Hampton Roads Express Lanes, located in the cities of Newport News and Hampton, Virginia, extend approximately 13.4 miles from west of the Denbigh Boulevard overpass to the eastern end of the Armistead Avenue bridge. This project converted existing HOV lanes and selected general-purpose lanes into dynamically tolled express lanes. We developed the landside ITS and Electronic Toll Collection System design and specifications for the project, including 10 miles of I-64 landside and bridge roadway adjacent to the Hampton Roads Bridge-Tunnel island tunnel entrances. The ITS and Toll Collection design included field infrastructure, cabinets, central control, toll gantry, communication, security, and electrical infrastructure related to the operation of approximately 85 existing and 125 permanent ITS Toll Collection and traffic control devices. We performed a survey of existing ITS infrastructure and developed the construction phasing design plans for continuous operation of existing ITS infrastructure during the expected five years of construction. The ITS and toll system design included fully redundant multi-medium communications (e.g., fiber, ethernet, cellular, and wireless), automated over-height vehicle detection and warning systems, road weather information systems, advanced traveler information systems, highway advisory radio beacons, dynamic message signs, traffic monitoring cameras, vehicle detection systems, variable speed limit signs, dangerous cargo switches, lane usage signs, roadway alert beacons, mainline traffic control signals, infrastructure for future Connected Vehicles (CV)/Dedicated Short Range Communication, and high-occupancy toll lane control gates and message signs. The project's ITS design also included an active traffic management subsystem with infrastructure to deploy automated incident queue detection/warning, congestion monitoring and management, incident management, dynamic lane use control/management, speed/density monitoring, dynamic speed limits with variable speed signs, and hurricane evacuation/lane closure contraflow lane reversal.

CLIENT CONTACT

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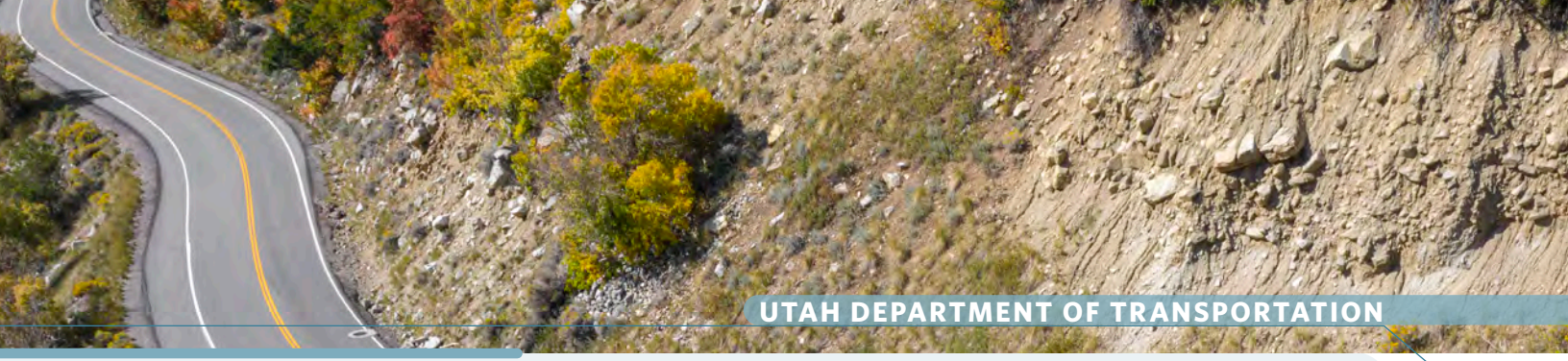

POTENTIAL PROJECT CATEGORY
Feasibility Studies

PROJECT NAME
Little Cottonwood Canyon EIS – Tolling Feasibility Study

PROJECT LOCATION
Salt Lake City, UT

PROJECT BUDGET
$8.3M

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

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

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

FIRM EXPERIENCE PROVIDING SIMILAR SERVICES

UDOT's Little Cottonwood Canyon EIS was initiated to address persistent congestion issues along SR-210, which is driven primarily by high seasonal traffic to popular ski resorts. We were commissioned to explore a variety of approaches to enhance safety, mobility, and reliability while mitigating environmental impacts. A central element of this study was the innovative application of tolling to regulate congestion in a recreational context rather than the more familiar urban commute framework. This strategy represents one of the first instances in which tolling has been proposed to specifically address high-value recreational trips, where visitors typically travel to enjoy leisure activities rather than regular work commutes. By instituting a congestion-related toll on SR-210, the agency aimed to incentivize alternative transit options, reducing personal vehicle reliance by 30 percent during the winter months. This reduction would be targeted for peak-use days, verifying that congestion is minimized when traffic is most intense. We conducted comprehensive data collection and analysis, including average annual daily traffic volumes, peak-period travel patterns, and future traffic forecasts. A mode shift model was developed to understand the effectiveness of proposed travel demand management strategies. Moreover, considerable effort was placed into understanding public willingness to pay for improved travel conditions and the implications of introducing a toll system. Feedback from these studies indicated strong public support for measures to alleviate congestion, provided they were coupled with improved transit services. Scenarios evaluated within the tolling strategy included a year-round flat fee, a peak-period fee, and variable year-round fees, allowing for adjustments according to time of day and week. Proposed solutions included targeted times for toll collection and strategic placement of toll gantries to mitigate financial impacts on low-income users and continue to facilitate recreational access to non-skiers.

CLIENT CONTACT

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T 385.228.9377

6.4 Active and Planned Projects

6.4 Active and Planned Projects

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

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

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

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

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

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

Figure 3: Proposed Key Staff Availability

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

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

6.5 HUB and DBE Participation

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

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

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

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

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

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

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

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

Attachment

B

6.6 Contract Labor Rates

6.6 Contract Labor Rates

Figure 4: Labor Rates Form

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

Attachment

C

6.7 Form of Contract Exceptions

6.7 Form of Contract Exceptions

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

LOCATION	EXCEPTION
Article 2: Compensation C. Compensation	With the prior written consent of the Mobility Authority, each hourly billing rate established above may be revised on January 1, 2027, and on January 1 of each year thereafter by multiplying the then-current hourly billing rate by the Hourly Rate Percentage Adjustment **of X.X%** **~~described below~~** and applying the adjusted hourly rate to time billed on and after the January 1 annual revision date. **~~The Hourly Rate Percentage Adjustment shall not result in rates increasing by more than 5% from the prior year's adjustment.~~** **~~The "Hourly Rate Percentage Adjustment" shall mean a positive or negative percentage amount calculated by the following formula:~~** **~~$(CPI_t - CPI_{t-12}) / CPI_{t-12}$~~** **~~In this formula, "CPI_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.~~**

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

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

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

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

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Round Rock, TX 78681
512.685.2900

hdrinc.com

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

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EXHIBIT "E"

CONSULTANT RATE SCHEDULE

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #11

Discuss and consider approval of an agreement with HNTB Corporation for general systems consulting services to support the Mobility Authority's technology and operational ecosystems

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

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

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

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

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.

HNTB Corporation 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 HNTB Corporation 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 HNTB Corporation 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 HNTB CORPORATION FOR GENERAL SYSTEMS CONSULTANT SERVICES TO SUPPORT THE TECHNOLOGY AND OPERATIONAL SYSTEMS OF THE MOBILITY AUTHORITY

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the contract with HNTB Corporation for general systems consultant services; and

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

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

Submitted and reviewed by:

_____

James M. Bass
Executive Director

Approved:

_____

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

Exhibit A

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AGREEMENT FOR

GENERAL SYSTEMS CONSULTANT SERVICES

This Agreement for General Systems Consultant Services ("Agreement") is made and entered into by and between the Central Texas Regional Mobility Authority ("Mobility Authority"), a regional mobility authority and a political subdivision of the State of Texas, and HNTB Corporation, a Delaware corporation (the "Consultant"), to be effective the first day of August, 2026 (the "Effective Date"). Mobility Authority and Consultant may be referred to collectively in this Agreement as the "parties," and individually as a "party."

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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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".

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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.

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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

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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

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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

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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

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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.

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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

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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:

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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

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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

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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,

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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)

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

In the case of the **Consultant**:

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

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

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

with a copy to:

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

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

ARTICLE 22: REPORTS OF ACCIDENTS, ETC.

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

ARTICLE 23: MOBILITY AUTHORITY'S ACTS

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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

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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.

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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

HNTB CORPORATION

By: DocuSigned by: 2DA2BCA605524AC... 7/10/2026
Summer B Lawton, PLA, Senior Vice President

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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.

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.

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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:

[Describe agreed Project schedule.]

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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:_____	By:_____
James M. Bass, Executive Director	[CONSULTANT]

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EXHIBIT “C”
NONDISCLOSURE AGREEMENT

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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "NDA") is made and entered into by and between the Central Texas Regional Mobility Authority ("Mobility Authority"), a regional mobility authority and a political subdivision of the State of Texas, and HNTB Corporation, a Delaware corporation (the "Consultant"), to be effective the first day of August, 2026 (the "Effective Date"). Mobility Authority and Consultant may be referred to collectively in this NDA as the "Parties," and individually as a "Party."

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

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

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

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

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

1. *Scope*. This NDA applies to any Confidential Information (as defined below) that has been or will be received by the Consultant in conjunction with the Request for Qualifications for General Systems Consultant, negotiation and drafting of the Agreement, and the provision of Services by the Consultant.

2. *Term*. This NDA shall continue in full force and effect during the term of the Agreement and for a period of three (3) years from the termination or expiration of the Agreement.

3. *Confidential Information*.

(a) **"Confidential Information"** includes any and all Mobility Authority information provided to the Consultant, including but not limited to documents, reports, plans, software, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses, cost and pricing data, business operations, financial information and statements, toll user information, supplier information, products, services, marketing and sales plan techniques, specific or general work plans, any conceptual approach, technical approach, future business plans or opportunities, existing or potential business relationships, legal information, internal policies and procedures, and

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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

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

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

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

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

8. *Delivery of Notices, etc*. A notice, demand, request, report, and other communication required or permitted under this Agreement, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two (2) business days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at its address set forth below, or to such other address as a party may from time to time designate under this Article, or (iii) receipt of a fax or an electronic mail transmission (the latter of scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

In the case of the **Consultant**:

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

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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.

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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.

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By:_____
James M. Bass, Executive Director

HNTB CORPORATION

DocuSigned by:
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7/10/2026

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

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EXHIBIT “D”

CONSULTANT’S PROPOSAL

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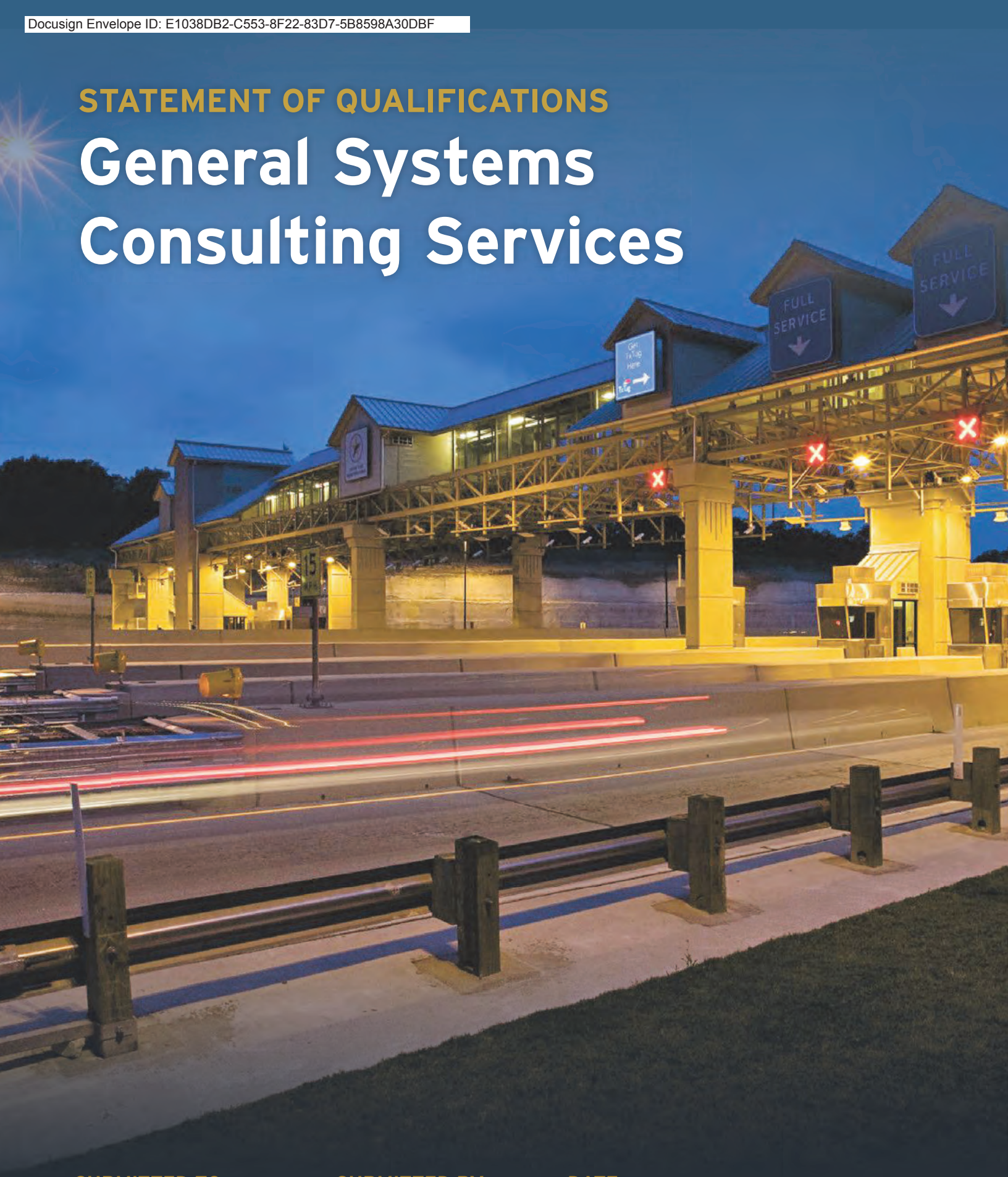
STATEMENT OF QUALIFICATIONS

General Systems Consulting Services



SUBMITTED TO:
Central Texas Regional Mobility Authority

SUBMITTED BY:
HNTB Corporation

DATE:
May 11, 2026

HNTB

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HNTB Corporation
The HNTB Companies
Infrastructure Solutions

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

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

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

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

Dear Ms. Brown and Members of the Selection Committee:

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

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

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

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

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Experienced Management Team

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

Responsive and Flexible Service

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

Local Experts with Firmwide Support

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

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

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

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

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

Sincerely,

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

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

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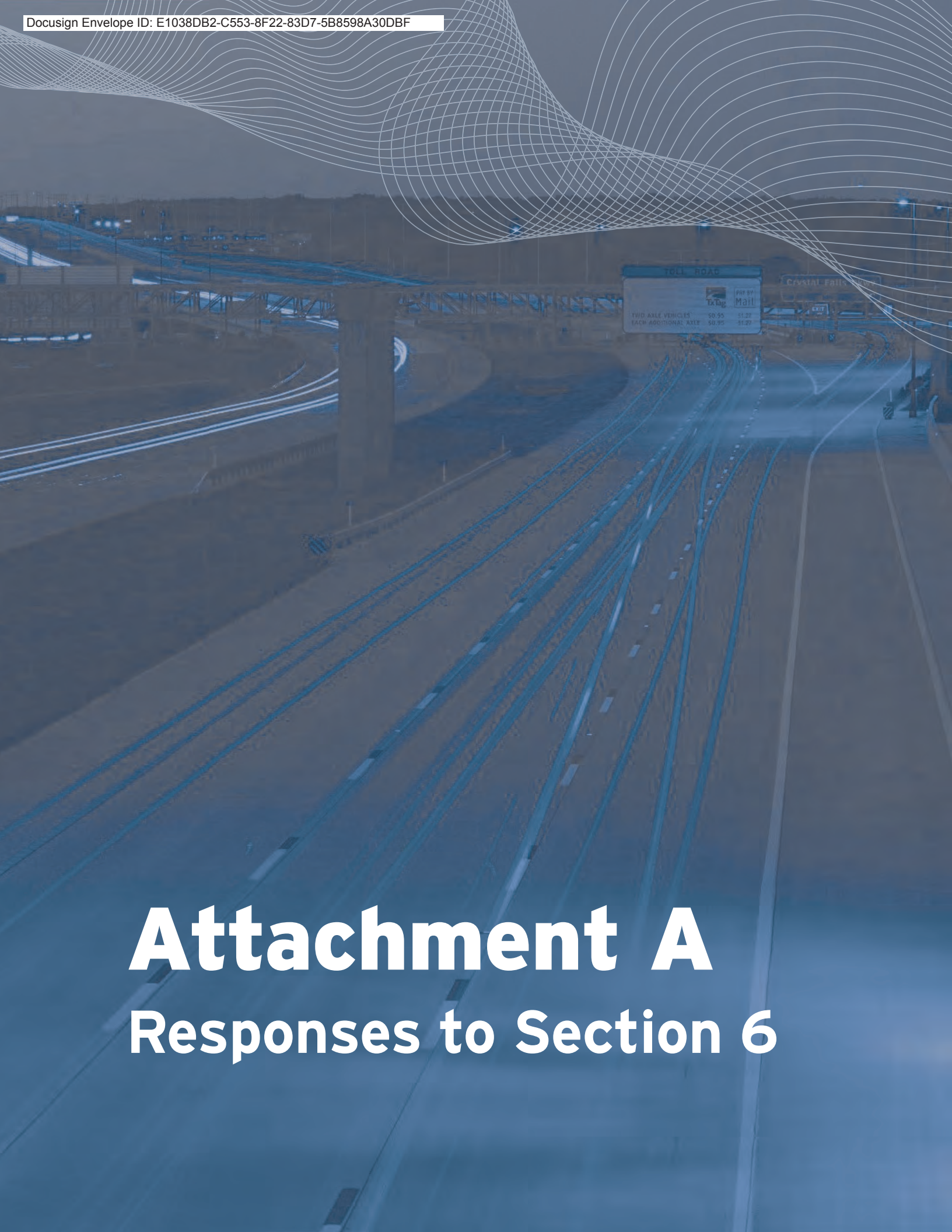

Attachment A

Responses to Section 6

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6.1 Respondent

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6.1 Respondent

6.1.A Firm Overview

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

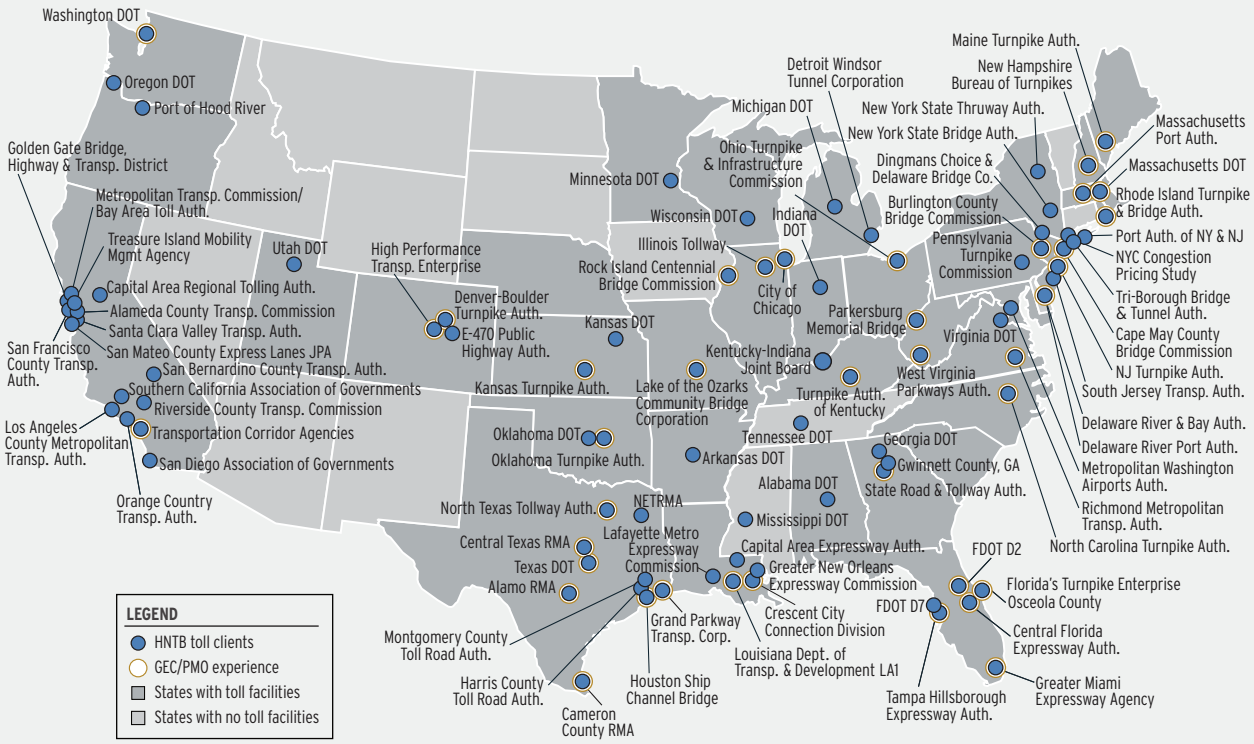
Employee Ownership

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

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

National Experience

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



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Point of Contact

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

Sub-Consultants

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

Local Experience

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Central Texas Regional Mobility Authority:

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

Texas Department of Transportation

TxDOT Statewide Tolling and Managed Lanes:

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

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

- Support for toll planning, engineering and design, and implementation oversight including management and oversight of TxDOT's Toll Systems Integrator, verification of contract and requirements compliance, witnessing of system testing, verification of test results, and providing acceptance recommendations.
- Toll project development support, including planning, development of toll collection strategies, design, and construction oversight and inspection.
- Support for management and oversight of toll systems, including a broad range of general program and project administration, coordination, scheduling, and tracking functions and oversight of various support contracts.

KEY CAPABILITIES DEMONSTRATED

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

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North Texas Tollway Authority (NTTA):

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

Dallas Area Rapid Transit (DART):

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

Harris County Toll Road Authority (HCTRA):

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

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

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

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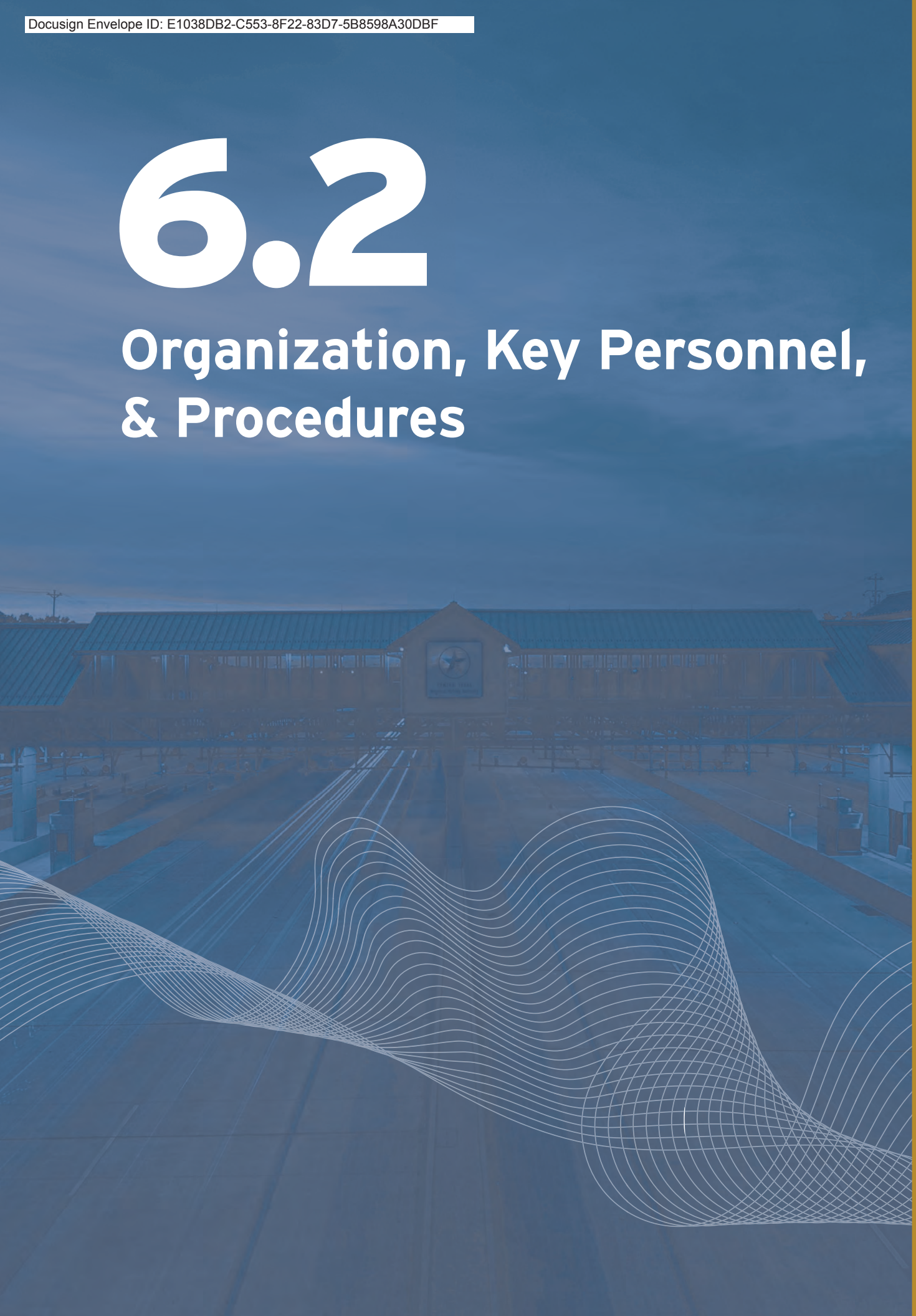
6.2

Organization, Key Personnel, & Procedures



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6.2.A Organizational Chart

POTENTIAL PROJECT CATEGORIES & ADDITIONAL PERSONNEL

NETWORK COMMUNICATIONS
- Jason Nine, PMP
- Charles Miller, PE, PTOE

BACK-OFFICE SUB PROJECT IMPLEMENTATION
- Michelle Tiano
- Wendy Viellenave, PMP
- Stella Joseph

TRANSACTION PROCESSING
- Jennifer Larson, CSM
- Jim Harlan
- Jasmayne Dillard

SYSTEMS TESTING
- Lindsey Segovia
- Dusty Deitiker
- Tim Howerton

TOLL OPERATIONS
- Ashley Paul-Charette
- Kevin Slanicky

MARKETING/COMMUNICATIONS
- Nicole Alldredge
- Lindi Miller
- Robyn Arthur

EXPRESS LANE SYSTEMS
- Todd Pendleton, PE
- George Monnat, PE, PMP

CONNECTED VEHICLE TECHNOLOGY
- Steve Novosad
- Sai Geetha Koganti, PE
- Thomas Timcho, PMP

MOBILITY SOLUTIONS
- Alex Kavanagh, PMP
- Beth Kigel
- Greg Krueger, PE
- Matt Junak, PE
- Jeff Siegel, GISP

SHARED-USE PATH IMPROVEMENTS
- Peter Barrilleaux, AICP
- Kerri Garvin, MPA, ENV SP

INTELLIGENT TRANSPORTATION SYSTEMS (ITS)
- Charles Koonce, PE
- Debra Vermillion
- Joseph Snyder
- Renardo Bezati, PE
- Trey Partee
- Ian Kilgour, P.Eng.
- Marques Allen, PE
- Charlie Farnham
- Monica Castellanos
- Rakesh Sharma, PE, PTOE, PMP

SOFTWARE DEVELOPMENT MANAGEMENT
- Abanoub Sman, CSM

GENERAL CONSULTING SERVICES
- Phil Miller
- Dan Baker

BUSINESS PROCESS IMPROVEMENT
- Craig Bettmann

FINANCIAL ANALYSES
- Kate Trimble

FEASIBILITY STUDIES
- John Brady

WHITE PAPER DEVELOPMENT
- Phil Miller

INDUSTRY/BEST PRACTICES BENCHMARKING
- David Patterson

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

Sub-Consultants

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

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20 Years Experience

EDUCATION

Bachelor of Arts and Bachelor of Science, Texas Tech University

PROFESSIONAL AFFILIATION

International Bridge, Tunnel and Turnpike Association (IBTTA)

***Work performed prior to HNTB employment**

Mark Hicks

Program Manager

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

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

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

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20 Years Experience

SERVICE AREAS

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

Mark Hicks, *continued*

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

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

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

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30 Years Experience

EDUCATION

Bachelor of Science, University of Nevada, Las Vegas

PROFESSIONAL AFFILIATION

International Bridge, Tunnel and Turnpike Association (IBTTA)

Steve DeBella

Systems Implementation & Technology Lead

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

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

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

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

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

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30 Years Experience

SERVICE AREAS

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

Steve DeBella, *continued*

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

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

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

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

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

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20 Years Experience

EDUCATION

Bachelor of Science in Civil Engineering, Universidad de Los Andes

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

PROFESSIONAL REGISTRATIONS

Professional Engineer: TX, CA, GA, LA

Project Management Professional

PROFESSIONAL AFFILIATIONS

International Bridge, Tunnel and Turnpike Association (IBTTA)

Transportation Research Board, Managed Lanes Committee

***Work performed prior to HNTB employment**

Carlos Campo, *PE, PMP*

Strategic Planning & Innovation Lead

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

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

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

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

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20 Years Experience

SERVICE AREAS

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

Carlos Campo, *continued*

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

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

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

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

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34 Years Experience

EDUCATION

Bachelor of Engineering in Electrical Engineering, Stevens Institute of Technology

Mark Hoffa

Business Intelligence & Quality Assurance Lead

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

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

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

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

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

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34 Years Experience

SERVICE AREAS

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

Mark Hoffa, *continued*

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

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

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

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

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

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23 Years Experience

EDUCATION

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

Master of Business Administration, Texas A&M University

PROFESSIONAL REGISTRATION

Project Management Professional

***Work performed prior to HNTB employment**

Brandon Rich, *PMP*

Program Governance & Advisory Lead

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

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

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

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

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

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23 Years Experience

SERVICE AREAS

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

Brandon Rich, *continued*

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

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

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

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6.2 Organization, Key Personnel, and Procedures

6.2.C Staff Availability

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

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

6.2.D Quality Assurance

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

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

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

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

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

6.2.E Implementation Procedures

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

1 PROJECT INITIATION & COORDINATION

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

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Once CTRMA and HNTB are aligned, HNTB will:

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

2 PROJECT IMPLEMENTATION & OVERSIGHT

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

- ☑ Coordinate regular meetings between the HNTB task leads to track project status, due dates, quality control, resource needs, etc. to ensure projects are delivered on time and on budget.
- ☑ Schedule regular coordination meetings established between task leads and project PMs to discuss project status, check-in on deliverables owed to CTRMA, provide quality reviews of HNTB deliverables, identify decisions that need to be brought to CTRMA's attention and confirm project PMs have what they need to successfully deliver projects for CTRMA.
- ☑ Establish regular check-in meetings with CTRMA staff, consultants, and project vendors (as appropriate), with HNTB task lead(s) and/or PM(s) to provide updates on project status, deliverables, discuss items needing CTRMA feedback and/or direction, budget status, etc.
- ☑ Create and manage a project SharePoint/ Microsoft Teams site to provide a single repository for project deliverables and contract documentation, which CTRMA will have access to for review and reference of materials.
- ☑ Review and/or develop the required technical deliverables.
- ☑ Create standard operating procedures to ensure HNTB staff working on any CTRMA project are aware of processes and procedures necessary to support CTRMA's GEC, staff and projects.
- ☑ Develop and manage project controls (e.g. project schedules) and monitor project budgets.
- ☑ Oversee and manage project resources, including contracts and change order processing.
- ☑ Confirm HNTB quality review processes are followed for all HNTB deliverables.

3 PROJECT DELIVERABLES & CLOSEOUT

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

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

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6.2.F-H Litigation

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

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

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

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6.3
Relevant Experience & Expertise

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6.3 Relevant Experience & Expertise

6.3.F Efficient Business Practices

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

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

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

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

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

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

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

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

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

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

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

Completed Feb. 2026

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

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

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

CLIENT

Kansas Department of Transportation

LOCATION

Overland Park, KS

CONTRACT AMOUNT

$66 million

KEY STAFF*

- Steve DeBella - SME
- Mark Hoffa - Tolling Advisor

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

CLIENT POINT OF CONTACT

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

PROJECT CATEGORIES

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

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

Ohio River Bridges System Tolling Services Advisor

Completed Dec. 2023; Extended to 2028

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

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

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

CLIENT

Ohio River Bridges System

LOCATION

Kentucky and Indiana

CONTRACT AMOUNT

$51 million

KEY STAFF*

- Mark Hoffa - Senior Consultant
- Steve DeBella - Tolling Advisor
- Brandon Rich - Project Manager

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

CLIENT POINT OF CONTACT

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

PROJECT CATEGORIES

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

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

North Carolina Turnpike Authority Statewide Tolling GEC

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

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

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

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

CLIENT

North Carolina Turnpike Authority

LOCATION

Statewide

CONTRACT AMOUNT

$20 million

KEY STAFF*

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

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

CLIENT POINT OF CONTACT

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

PROJECT CATEGORIES

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

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

Louisiana Department of Transportation & Development Statewide Tolling GEC

Task Orders Completed 2025

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

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

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

CLIENT

Louisiana Department of Transportation and Development

LOCATION

Statewide

CONTRACT AMOUNT

$6 million

KEY STAFF*

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

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

CLIENT POINT OF CONTACT

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

PROJECT CATEGORIES

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

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

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

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

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

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

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

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

CLIENT

Golden Gate Bridge, Highway, and Transportation District

LOCATION

San Francisco, CA

CONTRACT AMOUNT

$10 million

KEY STAFF*

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

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

CLIENT POINT OF CONTACT

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

PROJECT CATEGORIES

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

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

Tampa Hillsborough Expressway Authority GEC

Completed WWD 2025; Brorein 2026

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

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

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

CLIENT

Tampa Hillsborough Expressway Authority

LOCATION

Hillsborough County, FL

CONTRACT AMOUNT

$45 million

KEY STAFF*

Mark Hicks - Project Manager

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

CLIENT POINT OF CONTACT

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

PROJECT CATEGORIES

- CV Technology
- Shared Use Path
- ITS

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

North Texas Tollway Authority PCCS

Previous Contract End Date: March 2026

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

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

- **Dallas North Tollway (DNT) Widening in Frisco:** The HNTB team worked closely with NTTA communications and engineering staff over the course of four years to brainstorm, plan and execute engagement initiatives for the DNT Widening project, which reached substantial completion in August 2025. We proactively deployed outreach initiatives to mitigate any potential challenges through coordination with public and private entities.
- **Meaders and Northaven Bridges:** Following two separate incidents in which oversized vehicles struck the Meaders Lane and Northaven Road bridges over the DNT, the HNTB and NTTA Project Communications teams coordinated closely with NTTA Maintenance and Project Delivery to proactively manage public communications. These efforts ensured timely awareness of scheduled bridge closures required to complete critical structural repairs, minimizing disruption and maintaining public trust. Our team went to adjacent neighborhoods to distribute flyers explaining the closure details, providing possible detour paths to keep residents and commuters moving despite the necessary repair work.

CLIENT

North Texas Tollway Authority

LOCATION

North Texas

CONTRACT AMOUNT

$2 million

KEY STAFF

- no key staff participated

RELEVANT STAFF

- Nicole Allredge
- Lindi Miller
- Robyn Arthur

CLIENT POINT OF CONTACT

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

PROJECT CATEGORY

- Marketing/ Communications

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

Texas Department of Transportation I-10 Corridor Planning IDIQ

Work Authorizations Completed 2024

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

- **I-10 Truck Parking Availability System (TPAS) Deployment Oversight:** HNTB supported TxDOT in planning a system that will serve as the first collaborative freight technology to be deployed co-operatively by the I-10 Corridor Coalition under a cooperative agreement. The system monitors and reports on available truck parking spaces at 37 public rest areas in Texas, New Mexico, Arizona and California. Due in part to HNTB's support under a previous work authorization, the coalition was awarded a $6.85 million federal grant to implement TPAS on I-10 in the four states. HNTB directly coordinated with the leads from all four states, developing the project management plan, managing the overall grant schedule and reporting, stakeholder engagement, and supporting the Traffic Safety Division in developing the systems engineering documents including the Concept of Operations, Systems Engineering Management Plan, and Systems Engineering Review Form. HNTB developed a stakeholder outreach strategy for the I-10 TPAS Project to engage freight organizations, including the American Trucking Association, American Trucking Research Institute and the Owner-Operator Independent Drivers Association.
- **Statewide Weigh-in-Motion (WIM)/Vehicular Classification (VC) Assessment & Strategy:** HNTB was contracted for a high-priority assignment to support TPP in developing a strategy for bolstering and expanding the statewide WIM/VC system. The existing system is not robust enough to support the data acquisition on size and weight for the exponential truck traffic growth, in particular surrounding the Permian Basin. HNTB was also asked to assess how this system could help TxDOT plan better with more robust data. This work involved building a business case and a strategic plan through analysis of the freight system and interactive working groups with stakeholders for TPP to present the need and return on investment of this system.

CLIENT

Texas Department of Transportation

LOCATION

Texas, New Mexico, Arizona, California

CONTRACT AMOUNT

$10 million

KEY STAFF

- no key staff participated

RELEVANT STAFF

- Charles Koonce
- Debra Vermillion

CLIENT POINT OF CONTACT

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

PROJECT CATEGORIES

- ITS
- Marketing & Communications
- Feasibility Studies

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

6.4
Active and Planned Projects

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

6.4 Active and Planned Projects

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

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

6.5

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

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6.5 Historically Underutilized Business and Disadvantaged Business Enterprise Participation

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

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

6.6

Attachment B
Contract Labor Rates

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

Appendix A - Labor Rates Form

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

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

6.7

Attachment C
Form of Contract Exceptions

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

Appendix B - Contract Exceptions

Section	Title	Proposed ~~Exceptions~~ / Modifications	Comments
Article 1	Consultant's Services	*The Consultant shall perform to the same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.*	Standard of care is missing from this agreement. Please see recommended language. This is the industry standard and ensures insurability.
Article 2	Compensation; B. Work Authorizations	~~...or at the sole discretion of the Mobility Authority.~~	As written, this is unilateral. This should be mutual.
Article 2	Compensation; F. Invoices and Records	~~Unless waived in writing by the Executive Director, no invoice may contain, and the Mobility Authority will not be required to pay, any charge which is more than three months old at the time of the invoicing.~~	
Article 2	Compensation; G. Effect of Payments	~~In addition to all other rights provided in this Agreement, the Mobility Authority shall have the right to set off any amounts owed by the Consultant pursuant to the terms of this Agreement by providing the Consultant notice before the set off.~~	
Article 2	Compensation; Time and Place of Payment	*If the Mobility Authority objects to any invoice submitted by the Consultant, the Mobility Authority shall so advise the Consultant in writing giving reasons therefor within 7 days of the Mobility Authority's receipt of the invoice. If any invoice submitted by the Consultant is disputed by the Mobility Authority, only that portion so disputed may be withheld from payment at which time the Mobility Authority shall immediately reimburse the Consultant for any outstanding amounts due with respect thereto.*	If there are any objections to an invoice, HNTB would like to be notified so we can make sure it's corrected and re-submitted in time for prompt payment.

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

Contract Exceptions Form, *CONTINUED*

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

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

Contract Exceptions Form, *CONTINUED*

Section	Title	Proposed ~~Exceptions~~ / Modifications	Comments
Article 7	Suspension or Modification of Services; Delays and Damages	*Neither the Mobility Authority nor Consultant shall be considered in default of this Agreement or any Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; COVID-19 related restrictions, quarantine, war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Mobility Authority or Consultant under this Agreement or any Work Authorization. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.*	Missing Force Majeure
Article 11	Ownership of Reports; A. Generally	...from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Mobility Authority without delay, *upon full payment therefore.* The Mobility Authority hereby grants the Consultant a revocable...	

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

Contract Exceptions Form, *CONTINUED*

Section	Title	Proposed ~~Exceptions~~ / Modifications	Comments
Article 11	Ownership of Reports; B. Separate Assignment	If for any reason the agreement of the Mobility Authority and the Consultant set forth in subsection A above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, *upon full payment therefore*, the Consultant hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Consultant may have or at any time acquire in said work product and other materials which are prepared solely for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force.	
Article 15	Mobility Authority Indemnified	The consultant shall indemnify and save harmless the mobility authority and its officers, directors, employees, ~~agents,~~ and consultants from any claims, *actual* costs or liabilities of any type or nature and by or to any persons whomsoever, *to the extent caused by* ~~the arising from~~ the consultant's *negligent* acts, errors or omissions with respect to the consultant's performance of the work to be accomplished under this agreement, whether such claim or liability is based in contract, tort or strict liability. In such event, the consultant shall also indemnify and save harmless the mobility authority, its officers, directors, employees, ~~agents~~, and consultants (collectively the "indemnified parties") from ~~any and all~~ expenses, including reasonable attorneys' fees, incurred by the mobility authority or any of the indemnified parties in litigating or otherwise resisting said claims, *actual* costs or liabilities. In the event the mobility authority, its officers, directors, employees, ~~agents,~~ or consultants is/are found to be partially at fault, the consultant shall, nevertheless, indemnify the mobility authority or any of the indemnified parties from and against the percentage of fault attributable to the consultant, its officers, directors, employees, ~~agents,~~ subconsultants, and contractors or to their conduct.	Indemnity obligations in professional services agreements must be negligence-based to be insurable. Edits ensure insurability. "Agents" is too broad and ambiguous.

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Contract Exceptions Form, *CONTINUED*

Section	Title	Proposed ~~Exceptions~~ / Modifications	Comments
Article 15	Mobility Authority Indemnified	*Neither party shall be liable to the other party for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, consequential, incidental, indirect or exemplary damages whether a claim for any such loss arises out of breach of contract, warranty, tort (including negligence), strict liability, indemnity, or another theory.* *Consultant's total aggregate liability under this Agreement shall be the lessor of the amount payable under the applicable insurance or two times the amount of the compensation received by the Consultant.* *To the fullest extent permitted by law, the total aggregate liability of the Consultant and its subconsultants to the Mobility Authority for all claims, judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by the Consultant under this Contract.*	Recommended Limitation of Liability Language. Recommended Consequential Damages Language.
Article 16	Conflict of Interest	The Consultant represents ~~and warrants~~ to the Mobility Authority, as of the Effective Date of this Agreement and throughout the term hereof, that it, its employees, and subconsultants: (a) have no *knowingly* financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Consultant, except as expressly disclosed in writing to the Mobility Authority, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and after considering all relevant information related thereto, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder.	HNTB does not warrant their professional services.

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

Contract Exceptions Form, *CONTINUED*

Section	Title	Proposed ~~Exceptions~~ / Modifications	Comments
Article 28	Time of Essence	As set forth in Article 4, with respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement, *and Consultant shall exercise its reasonable efforts to perform the services according to the Standard of Care and following the project schedule*. The Consultant acknowledges the importance to the Mobility Authority of the project schedule and will perform its obligations under this Agreement with all due and reasonable care and in compliance with that schedule.	This provision increases the standard of care for timing. Advise adding language that states that HNTB shall use reasonable efforts that fall within the standard of care to meet the timing of this project.
Article 34	*Right to Rely*	*Consultant may reasonably rely on any documents, information and materials provided by the Mobility Authority. The Mobility Authority represents that the Consultant's use of such documents, information or materials will not infringe upon any third party's rights.*	Recommended Right to Rely language. Contracts should allow HNTB rights to rely on information that is provided by the client.
Recommended Addition: **Article 35**	*Disputes*	*In the event of a dispute between the Mobility Authority and Consultant arising out of or related to this Agreement, or any Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.*	

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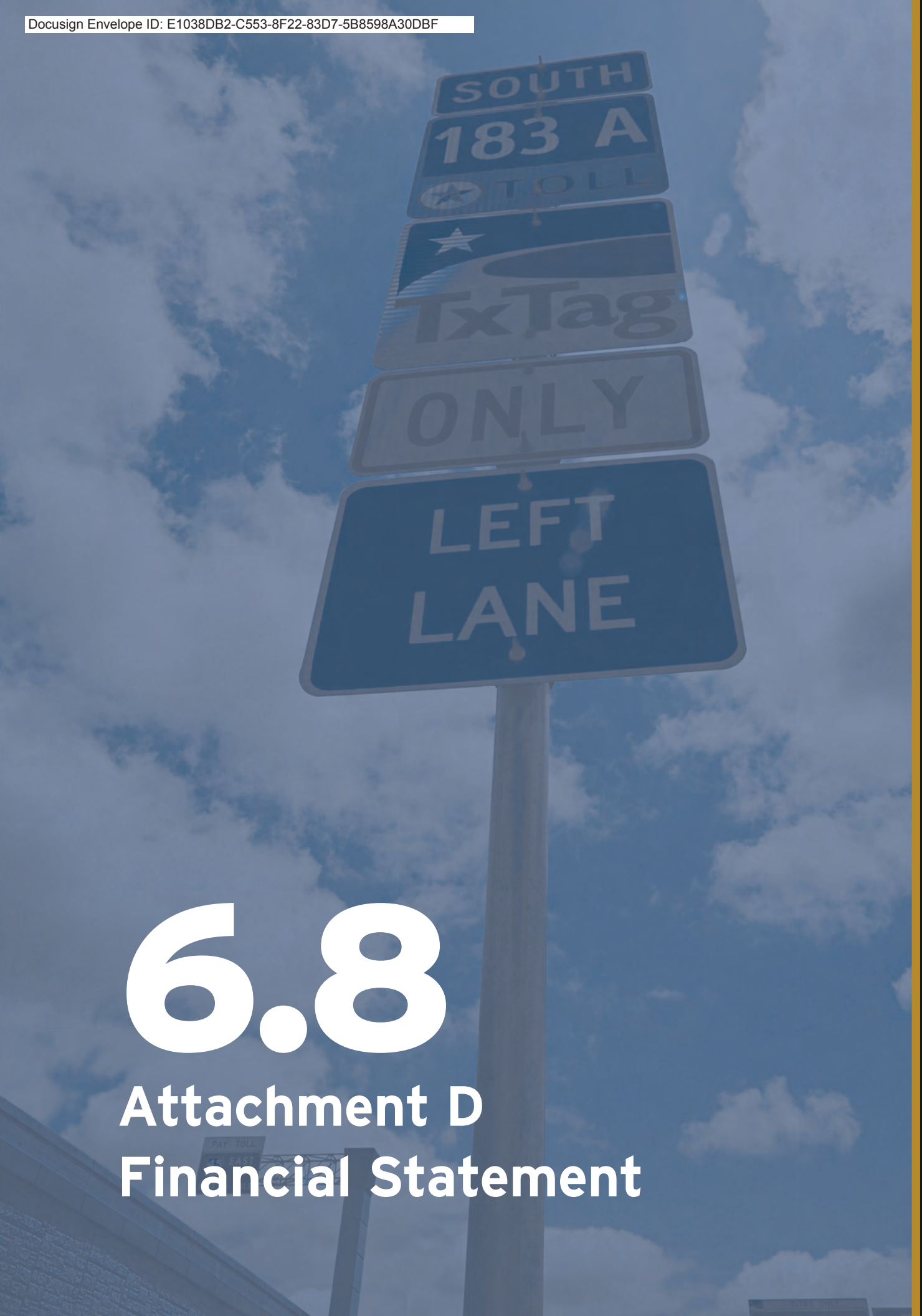

6.8

Attachment D
Financial Statement

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

6.8 Financial Statements

Please see separate PDF for Attachment D – Financial Statements.

Docusign Envelope ID: E1038DB2-C553-8F22-83D7-5B8598A30DBF

EXHIBIT "E"

CONSULTANT RATE SCHEDULE

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

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:

_____

James M. Bass
Executive Director

Approved:

_____

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 Servies 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:_____	By: Ronald A. Fagan
James M. Bass, Executive Director	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:_____	By:_____
James M. Bass, Executive Director	[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:_____	By:_____
James M. Bass, Executive Director	[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,

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

6.1. Respondent

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.

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.

Teaming	
LJA	LJA Engineering, Inc.
FC	Fagan Consulting, LLC[1]
HTC	HTC Global Services, Inc.
NH	The North Highland Company, LLC

[1]Fagan Consulting is a wholly owned subsidiaries of LJA Engineering, Inc., thus providing crucial services all under one umbrella company.

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 Throughway 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

FAGAN an LJA company

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

FAGAN an LJA company

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, Alexendria, 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

FAGAN an LJA company

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

FAGAN an LJA company

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

FAGAN an LJA company

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, Alexendria, 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

FAGAN an LJA company

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

FAGAN an LJA company

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.

Jacqie Wilson

Marketing and Communications

10 Years of Experience

Summary

Jacqie 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. Jacqie 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 AccidentVenue: Orange County, TX 163rd Judicial District, Cause No. 240110-C; LJAS 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@srta.ga.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 Technolgy 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

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

Staff Position / Classification	Loaded Hourly Rate
Sr. Tolling Analyst (NH)	$214.50
Business Analyst (NH)	$165.00
Analyst (NH)	$143.00

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

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

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:

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

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 [_____], 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.

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, 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 [()1]: Consultant should be paid appropriately for such services.

Commented [()2]: Consultant should not be bound to provide expert witness services for items outside our scope of 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.

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 [()3]: Consultant should be liable only to the extent of their fault.

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. 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.

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~~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.~~

Commented [A5]: Not relevant to LJA's Services.

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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,

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**:

[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

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:_____	By:_____
James M. Bass, Executive Director	[CONSULTANT]

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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:

[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:_____	By:_____
James M. Bass, Executive Director	[CONSULTANT]

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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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #13

Discuss and consider approval of an agreement with WSP U.S., 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 WSP USA, 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.

WSP USA, 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 WSP USA, 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 WSP USA, 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 WSP USA, 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 WSP USA, 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 WSP USA, 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 WSP USA, Inc. for general systems consultant services; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute the contract with WSP USA, 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:

_____

James M. Bass
Executive Director

Approved:

_____

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 WSP USA Inc., a Corporation (the "Consultant"), to be effective the first day of August, 2026 (the "Effective Date"). Mobility Authority and Consultant may be referred to collectively in this Agreement as the "parties," and individually as a "party."

WITNESSETH:

WHEREAS, pursuant to a Request for Qualifications 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**:

WSP
Attn: Stephanie Messerli, Sr. Vice President
1601 South Mopac Expressway, Ste 325D, Two Barton Skyway
Austin, TX, 78746
Email: stephanie.messerli@wsp.com

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

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

with a copy to:

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

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

ARTICLE 22: REPORTS OF ACCIDENTS, ETC.

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

ARTICLE 23: MOBILITY AUTHORITY'S ACTS

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

ARTICLE 24: LIMITATIONS

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

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

ARTICLE 25: CAPTIONS NOT A PART HEREOF

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

ARTICLE 26: CONTROLLING LAW, VENUE

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

ARTICLE 27: COMPLETE AGREEMENT

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

ARTICLE 28: TIME OF ESSENCE

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

ARTICLE 29: SEVERABILITY

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

ARTICLE 30: AUTHORIZATION

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

ARTICLE 31: SUCCESSORS

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

ARTICLE 32: INTERPRETATION

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

ARTICLE 33: BENEFITS INURED

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

ARTICLE 34: SURVIVAL

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

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By:_____
James M. Bass, Executive Director

WSP USA Inc.

By: Stephanie Messerli
Stephanie Messerli, Sr. Vice President

EXHIBIT "A"

SCOPE OF SERVICES

I. Purpose

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

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

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

II. Services

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

1. Systems Implementation and Technology

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

2. Strategic Planning and Innovation

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

3. Business Intelligence and Quality Assurance

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

4. Program Governance and Advisory

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

EXHIBIT "B"

FORM OF WORK AUTHORIZATION

WORK AUTHORIZATION NO. _____

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

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

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

Section A. Scope of Services

A.1. Consultant shall perform the following Services:

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

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

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

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

[Describe Documents to be delivered by Consultant.]

Section B. Service Providers

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

Section C. Schedule

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

[Describe agreed Project schedule.]

Section D. Compensation

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

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

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY	**[CONSULTANT]**
By:_____	By:_____
James M. Bass, Executive Director	[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:_____	By:_____
James M. Bass, Executive Director	[CONSULTANT]

EXHIBIT "D"

CONSULTANT'S PROPOSAL

QUALIFICATIONS TO PROVIDE SERVICES FOR

Central Texas Regional Mobility Authority (CTRMA)

GENERAL SYSTEMS CONSULTING SERVICES

May 11, 2026

May 11, 2026

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

Submitted via CIVCAST

WSP USA
1601 S MoPac Expy
Suite 325D
Austin, TX

T +1 737-703-3900
www.wsp.com

RE: Statement of Qualifications for General Systems Consulting Services

Dear Ms. Brown:

WSP'S DEDICATED LEADERSHIP TEAM

Christopher Burke and Bhart Sankaran have the experience from multiple similar tolling and ITS projects to bring CTRMA tight governance, vendor interface management, and fast/clear decision cycles.

WSP has assembled a highly qualified General Systems Consultant (GSC) team, in partnership with Milligan Partners and ASRI Technical Services, to serve as an objective, independent Owner's Representative for the Central Texas Regional Mobility Authority (CTRMA). Led by **Project Manager Christopher Burke**, our team brings extensive experience across tolling systems, back-office platforms, ITS, and emerging mobility technologies, aligned with CTRMA's strategic pool for specialized consulting services. Chris is supported by **Bhart Sankaran, Deputy Project Manager**, whose experience in tolling systems, data analytics, and ITS infrastructure—including direct experience supporting CTRMA under the current GEC contract—provides strong, local continuity and technical depth. Chris serves as a primary point of contact, accountable to CTRMA's project manager to efficiently and rapidly deploy specialized expertise through the Work Authorization framework.

Our subconsultant team strengthens this delivery model. **Milligan Partners** provides nationally recognized tolling strategy, operations, and technology advisory services with deep Texas experience, while **ASRI Technical Services (DBE)** contributes locally-based ITS and emerging technology expertise and direct knowledge of TxDOT programs and standards. WSP maintains a long-standing commitment to meaningful participation by small businesses, including defined roles, accountability for deliverables, and mentoring through active project engagement.

WSP employs a dedicated team that has supported similar system-centric, multi-vendor programs for toll agencies and transportation authorities nationwide, providing governance, technical oversight, and delivery coordination across concurrent initiatives—experience that directly aligns with the GSC role envisioned by CTRMA. This combined planning, engineering, implementation, and operational experience is unique. Our qualifications reflect deep experience serving in on-call and Work Authorization–based advisory roles that require independence, disciplined execution, and close collaboration with agency staff. Relevant programs include WSP's **General Toll System Consultant services for the Washington State Department of Transportation, Data Analytics and AI services supporting toll operations for the North Texas Tollway Authority, Connected Automated Vehicle Strategic Plan (2019, 2025) for Virginia DOT, E-470 Customer Service Center Operations for the E-470 Public Highway Authority, Dynamic Lane Management Systems Engineering and Scoping Project for Nebraska DOT, and owner's-representative services for Contra Costa Transportation Authority's Innovate 680 Program**. These efforts

required coordinated oversight of tolling systems, data platforms, traffic management, and emerging technologies while managing schedule, risk, and stakeholder alignment across multiple active work authorizations.

The team understands that delivering the CTRMA's five-year Capital Improvement Plan will involve **engagement with other important stakeholders**. WSP maintains a positive relationship with the General Engineering Consultant (GEC) to integrate engineering design and system-level oversight, while supporting the Project Management Office with independent technical reviews, risk identification, and decision support. WSP collaborates directly with CTRMA's IT and Operations teams to integrate solutions that are operationally practical, secure, and sustainable over the long term.

CTRMA will also have access to our Strategic Innovation partners, **Google** and **Microsoft**. WSP, as Microsoft's preferred global engineering and science partner, brings this strategic collaboration directly to our GSC services for CTRMA. By leveraging advanced Microsoft technologies and co-developed solutions, we can accelerate the implementation of innovative systems, enhance infrastructure resilience, and support CTRMA's goals for sustainable, efficient, and future-ready toll operations. The WSP-Google partnership combines WSP's deep expertise in transportation systems engineering, ITS, corridor operations, and implementation with Google's cloud native infrastructure, mobility AI, and high resolution geospatial data. Together, the partnership enables real time operational intelligence, advanced analytics, and scalable system architectures that support traffic management, integrated corridor operations, decision support, and future-ready system modernization. This integrated approach aligns with CTRMA's needs for data-driven operations, systems integration, and flexible deployment of emerging technologies across its roadway network.

WSP's Strategy for CTRMA

- ✓ **Operator-informed execution:** Hands-on experience operating traffic management centers, tolling back office and customer service centers—delivering practical, operations-ready solutions grounded in real-world constraints.
- ✓ **Strategic innovation advantage:** Access to Microsoft/Google partnerships—bringing enterprise AI enablement plus access to Mobility AI initiatives and advanced geospatial data/analytics—applied selectively, responsibly, and securely to accelerate modernization.
- ✓ **Future-ready delivery model:** Intelligent Mobility approach integrating tolling, ITS, mobility operations, and digital services—enabling coordinated and streamlined delivery of projects/services.

WSP is prepared to serve as a trusted, independent advisor and partner to CTRMA—bringing technical depth, program discipline, and a collaborative mindset to support successful delivery of the Authority's near- and long-term initiatives. We appreciate the opportunity to submit our qualifications and look forward to the possibility of supporting CTRMA as a General Systems Consultant.

Sincerely,

Arash Saeedi, PE, CVS
Senior Vice President
Local Business Lead, WSP

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6.1

Respondent

6.1 RESPONDENT INFORMATION

6.1 (A) ABOUT US

WSP USA is a leading engineering and professional services firm with more than a century of experience delivering complex transportation and infrastructure solutions for public sector clients across the United States. Founded in 1885, WSP traces its origins to Parsons Brinckerhoff—the firm that designed the original New York City Subway—and today operates as the U.S. consulting arm of WSP Global, one of the world's largest professional services firms. This legacy reflects a longstanding commitment to technical excellence, independent advisory services, and successful delivery of mission-critical infrastructure programs.

WSP maintains a strong national and regional footprint, with offices throughout the United States, local offices throughout Texas, including Austin (where Bhart Sankaran is located), Dallas, Houston, Corpus Christi, El Paso, and San Antonio, and Beaumont, and a variety of transportation technology/tolling projects in the region. This locally-based presence allows WSP to work closely with regional stakeholders, maintain responsiveness to agency needs, and provide continuity of staff, while also drawing on the depth of specialized technical expertise, resources, and lessons learned from comparable programs nationwide.

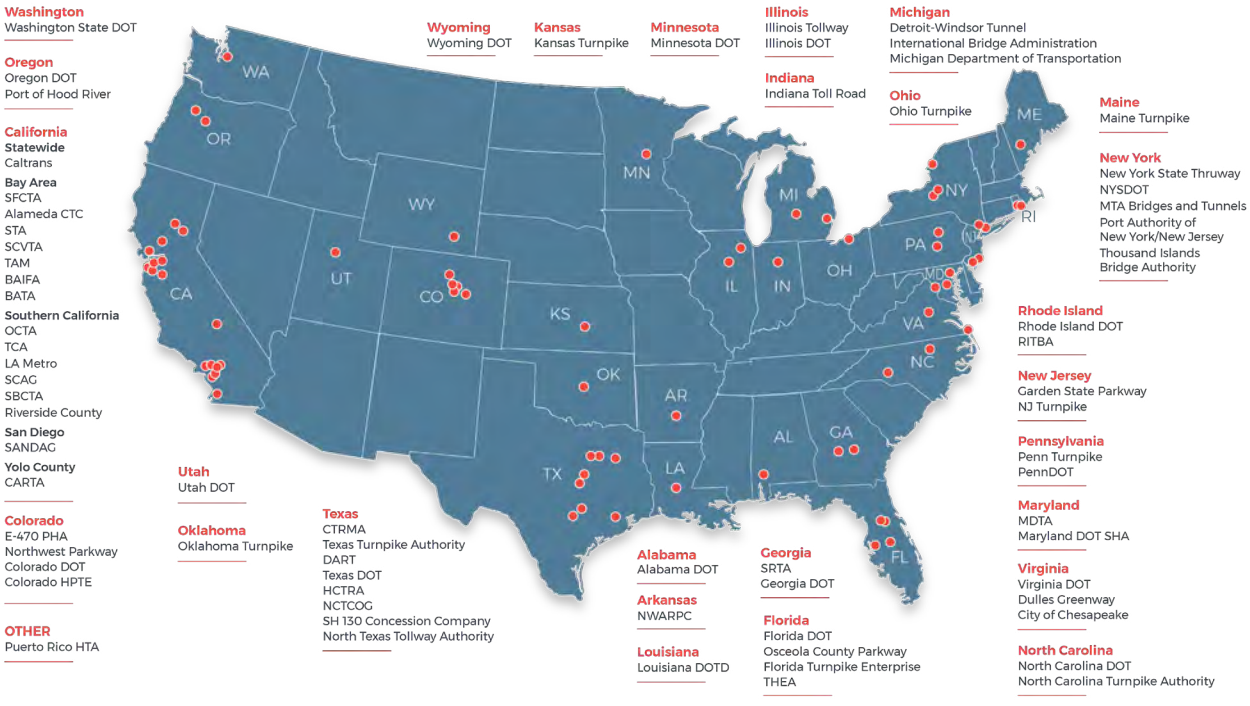
WSP QUICK FACTS

Type of Legal Entity/ Status: Corporation in Good Standing

Ownership/Officers: WSP USA Holdings Inc. (100%)

Address:
One Penn Plaza
New York, NY 10119

Contact Person:
Arash Saeedi, Sr. Vice President
(512) 576-5655



WSP works with over 70 Transportation Agencies with Tolling Operations Nationwide

WSP has decades of experience delivering safe, efficient, reliable, and cost-effective transportation management and operations services nationwide, supported by an international reputation for developing and implementing innovative transportation solutions. Proposed team members have been actively involved in advancing Toll and ITS Systems Implementation, testing, operations, and implementing innovative IT/digital services including AI application for toll authorities and transportation agencies, including NTTA and WSDOT. WSP draws upon a multidisciplinary team of practitioners, with expertise spanning policy, planning, organizational development, asset management, operations, design, systems architecture and integration, data analysis and AI, intelligent transportation systems (ITS), and civil engineering. This depth enables WSP to support agencies throughout the full lifecycle of systems-centric programs—from strategy and planning through deployment, operation, and optimization.

WSP has structured and deployed integrated teams to support statewide and corridor-level transportation management and operations initiatives, including ITS planning and systems engineering, maintenance and operations, active traffic and demand management, integrated corridor management, commercial vehicle enforcement, event management, and connected and automated vehicle programs. For example, WSP has supported the **Iowa Department of Transportation** in strengthening overall transportation management and operations capabilities while also providing focused support for major initiatives such as the **Des Moines Integrated Corridor Management (ICM) program**. Proposed staff have collaborated closely with partner firms and agency personnel on these efforts and have supported Iowa DOT on multiple systems management and operations projects over the past two decades, dating back to the development of the I-235 Project-Level ITS Architecture.

WSP's core capabilities align directly with the needs of CTRMA's GSC scope of work, spanning the full transportation project lifecycle. Services include transportation and

6.1 (B) LIST OF ANTICIPATED SUBCONSULTANTS

Firm Name	Type of Legal Entity & Status	Ownership; Names of Officers, Directors, or Partners	Home Office Address	Summary of the work to be performed	% of Work
ASRI Technical Services, LLC **(DBE)**	Limited Liability Company (LLC) Active (In Good Standing)	Jiongjiong "John" Song 100% ownership	11925 Palisades Parkway Austin, TX 78732	Connected Vehicle Technology, Intelligent Transportation Systems, General Consulting Services	7%*
Milligan Partners, LLC	Limited Liability Company Active (In Good Standing)	Tyler Milligan - 50% Matt Milligan - 50%	17250 Dallas Parkway Dallas, TX 75248	Specialized Tolling Systems and Technology Advisory Services	7%*

**These are noted goals for projects, their participation may increase depending on the project and if it falls in their area of specialization.*

corridor planning; program, construction, and project management; traffic and toll systems integration; technology advisory services; asset management; and downstream operational data analysis and reporting. Through these services, WSP supports agencies in delivering large, complex mobility projects that improve safety, capacity, technology and overall system reliability, and revenue stability while carefully managing risk, schedule, and stakeholder coordination.

In Texas, WSP has earned recognition for delivering complex transportation, tolling, and ITS programs that require both technical depth and operational insight. Our work for regional mobility authorities, CTRMA, TxDOT, councils of governments, and MPOs includes some of the state's most visible highway and toll corridor investments. We have been repeatedly selected for our ability to integrate planning, design, intelligent transportation systems, and program delivery into cohesive, implementable solutions. These projects—often delivered in congested, high-growth environments—have strengthened agency operations, improved system reliability, and supported long-range mobility goals. For CTRMA, this experience translates to a partner that understands the realities of toll system performance, lifecycle asset management, and scalable delivery approaches that protect revenue, manage risk, and support long-term corridor success.

Intelligent Mobility

Within WSP, Intelligent Mobility represents a dedicated, multidisciplinary practice focused on supporting toll agencies and mobility authorities through systems-centric advisory, implementation support, and owner's-representative services.

This national practice comprises qualified professionals, working collaboratively across tolling systems, ITS, back-office platforms, data and analytics, systems engineering, quality assurance, and program governance—the same technical areas of this contract.

For CTRMA, this means access to an established team experienced in overseeing complex, multi-vendor express lane and toll environments; coordinating interfaces between roadway systems, technology platforms, and operations; and providing disciplined governance, risk management, and decision support across concurrent initiatives. The practice emphasizes practical application of technology—supporting deployment readiness, system performance, data reliability, and long-term operability—rather than conceptual innovation alone.

This organizational structure allows WSP to consistently deliver the full range of services anticipated by CTRMA—Systems Implementation & Technology, Strategic Planning & Innovation, Business Intelligence & Quality Assurance, and Program Governance & Advisory—while maintaining continuity of approach, accountability through leadership, and flexibility to scale resources as CTRMA's program evolves.

WSP applies emerging technologies to strengthen and expand our local office practices, driving innovation and operational excellence, and facilitating a global collaboration network that connects and supports over 3,000 experts worldwide.

Similar Projects Include:

- ✓ Active Traffic and Demand Management Study, Northern Kentucky
- ✓ Congestion Pricing Program Manager, Metropolitan Transit Authority, Los Angeles County, California
- ✓ Dynamic Lane Management Systems Engineering and Scoping Project, Nebraska
- ✓ I-405 Freeway High-Occupancy Vehicle Lanes to High-Occupancy Toll Lanes, Orange County Transportation Agency
- ✓ Low-Income Toll Program Study, Washington State Transportation Commission
- ✓ Newport Pell Bridge Toll Plaza and Open Road Tolling Innovation, Rhode Island DOT

6.2

Organization, Key Personnel & Procedures

6.2 ORGANIZATION, KEY PERSONNEL AND PROCEDURES

6.2 (A) ORGANIZATION CHART

The CTRMA WSP Team's proposed organization is intentionally designed to balance clear leadership accountability and a quick response with flexible, requirements driven delivery consistent with the needs of a multi-year General Systems Consultant contract executed through Work Authorizations. A dedicated leadership team—comprising **Arash Saeedi** (Principal in Charge), **Christopher Burke, PMP** (Project Manager), and **Bhart Sankaran** (Deputy Project Manager)—provides overall contract oversight, quality control, risk management, and coordination with CTRMA to provide consistency in approach, continuity across Work Authorizations, and alignment with CTRMA's governance, reporting, and decision making expectations.

WSP has assigned a bench of Track Leads aligned to CTRMA's service categories who will be activated per Work Authorization to verify the right expertise while maintaining consistent delivery controls; the sections that follow describe WSP's execution approach from scoping through oversight, validation, and closeout.

1. **Systems Implementation & Technology.** WSP provides **hands-on implementation support** for tolling, ITS, back office, and payment systems—developing delivery plans, coordinating technical interfaces, guiding deployment readiness, and validating performance against operational objectives. Relevant experience includes TxDOT-HCTRA BOS Implementation Advisory, CCTA's Innovate 680 Program, Maricopa County's Connected Vehicles Acceleration Zona, and Transportation Management Center planning and design services delivered for agencies ranging from **CTRMA** to **the Illinois Tollway**.
2. **Strategic Planning & Innovation.** WSP develops **actionable roadmaps and implementation frameworks** for modernization and emerging mobility, translating strategy into sequenced, investment-ready initiatives executable through task orders and governance routines. Examples include NTTA's Data Analytics and AI Services for Toll Operations, TxDOT's Cooperative and Automated Transportation Program framework, and MDOT's Statewide ITS Modernization Plan.
3. **Business Intelligence & Quality Assurance.** WSP delivers **requirements-to-results rigor** through business analysis, traceability, and end-to-end testing and validation, paired with analytics that transform operational data into actionable insights. Illustrative examples include transaction disposition analytics for WSDOT's General Toll Consultant role and system design, implementation, and testing support for USDOT/MTRI's C-V2X Environment 2.0 pilot.
4. **Program Governance & Advisory.** WSP offers **owner's-representative governance support**—procurement and Work Authorization development, benchmarking, executive-level white papers, and day-to-day coordination—providing clear decision support, documented risks and issues, and delivery controls across concurrent initiatives. Representative examples include operational improvements delivered for MDTA's Transportation Consulting Services and ongoing procurement and Work Authorization support for the Illinois Tollway GEC.

WSP is well qualified to deliver this scope, having executed comparable toll technology-heavy programs under a **Work Authorization** model where multiple initiatives run concurrently.

6.2 (A) ORGANIZATIONAL CHART

Our organization chart identifies key staff and support personnel. In addition, WSP has a deep bench of qualified staff who can augment those shown here to cater to potential projects in the areas of software development, general consulting, toll/ITS systems testing, ITS, marketing/communications, industry benchmarking, and white papers.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

LEVEL 1 — LEADERSHIP

Arash Saeedi, PE, CVS
Project Principal

Christopher Burke, PMP
Project Manager

Bhart Sankaran, PhD, PE
Deputy Project Manager

LEVEL 2 — TRACK LEADS

TOLLING— TRACK LEAD: Patty Rubstello, PE

- (2.1.1) Systems Implementation & Technology - **Lisa Woodward**
- (2.1.2) Strategic Planning & Innovation - **Patty Rubstello, PE**
- (2.1.3) Business Intelligence and Quality Assurance - **David Hartt***
- (2.1.4) Program Governance and Advisory - **Matt Woodhouse**

ITS— TRACK LEAD: Brian Burkhard

- (2.1.1) Systems Implementation & Technology - **Brian Burkhard**
- (2.1.2) Strategic Planning & Innovation - **Jason Stribiak, AICP**
- (2.1.3) Business Intelligence and Quality Assurance - **Deniada Nikkollari, PMP**
- (2.1.4) Program Governance and Advisory - **Virginia Lingham, PE**

LEVEL 3— 2.2 POTENTIAL PROJECTS TEAMS (Hierarchy through the appropriate tracks depending on WA needs)

Network Communications	BOS Implementation	Transaction Processing	Systems Testing	Toll Operations	Marketing/ Communications	Express Lane Systems	Connected Vehicle Technology	Mobility Solutions
Julie Schaeffer **John Song *ASRI* (ITS)**	**Chris Burke** **Tyler Milligan *MPL***	**Darla Casby*** **David Hartt***	**David Hartt* (Tolling)** **Brian Burkhard (ITS)** **Tyler Milligan *MPL***	**Eddie Riemer** **Sruthi Ashraf, PhD, EIT**	**Brittani Kaim** **Becca McGovern**	**Bhart Sankaran, PhD, PE** **Sruthi Ashraf, PhD, EIT** **Jennica Ottenbreit, PE**	**Frank Perry** **Christopher Toth, PhD, PE**	**Brian Reed** **Chris Da Silva**
SUP	**Intelligent Transportation Systems**	**Software Development (Toll/ ITS/IT)**	**General Consulting**	**Business Process Improvement**	**Financial Analysis**	**Tech Feasibility**	**White Paper**	**Industry/ Best Practice Benchmarking**
Todd Teuscher, LEED AP **Bharath Donavalli**	**Doug Burnett, PE** **Prashant Pachore, PE** **Mark Campbell** **Chris Barrow, PE**	**Brian Reed** **Qian Jin** **Meng Zhang** **Abir AKM, PE, PTOE**	**Matt Woodhouse** **Eryca Dinsdale** **Michael Halikas, EIT, LEED GA**	**Matt Woodhouse** **Christopher Berger**	**Matt Woodhouse** **Auden Kahler** **Michael Halikas, EIT, LEED GA**	**Lauren Taylor** **Lily Aung**	**Patty Rubstello** **Sruthi Ashraf, PhD, EIT** **Brian Burkhard**	**Patty Rubstello** **Sruthi Ashraf, PhD, EIT** **Brian Burkhard**

Indicates direct experience with CTRMA PBM Program

6.2 (C) NUMBER OF STAFF BY SPECIALTY

Tracks	Approx. # of Staff Available
Tolling Track	10
Intelligent Transportation Systems(ITS) including TMC	20
Potential Projects – Software Development and Data Science	25
Other Potential Projects	TBD as needed based on WSP bench

Subconsultants

ASRI	ASRI
MPL	Milligan Partners, LLC

6.2 (D) WSP'S QUALITY ASSURANCE

WSP's quality assurance program confirms that services delivered under CTRMA's task order-based General Systems Consultant contract are accurate, requirements-driven, and consistently executed across disciplines and vendors. Our approach is embedded in the Project Management Plan and delivered through a Quality Management Plan (QMP) focused on planning, performance, assessment, and continuous improvement. This framework applies disciplined controls over scope, document control, schedule, cost, and risk, supported by routine reporting and corrective action tracking to prevent recurrence across work authorizations.

At the task level, WSP applies a structured QA/QC model distinguishing Quality Control (QC) (technical checking) from Quality Assurance (QA) (independent verification). Deliverables are prepared and checked by discipline leads, then independently reviewed, with comment resolution documented in the project record. Document control procedures maintain versioned deliverables, QA/QC records, comment matrices, and release documentation in the project repository to support transparency, repeatability, and audit readiness across CTRMA's tolling and ITS systems.

To actively manage quality, WSP maintains a consistent cadence: monthly reporting of scope, schedule, and budget; meeting notes and action logs to drive closure; and a risk register tracking likelihood, impact, ownership, and response timelines. When indicators show emerging schedule or cost pressure, WSP implements corrective actions (e.g., workplan adjustments, escalation, revised sequencing) and tracks them to closure. These controls are applied on complex toll and ITS programs requiring coordination across multiple interfaces, vendors, and agencies.

6.2 (E) PROCEDURES WSP WILL IMPLEMENT TO PERFORM SERVICES

Upon award, **Chris Burke** and **Bhart Sankaran** will be accountable to CTRMA for mobilization, contract delivery, and on-call performance. WSP's kickoff meeting with CTRMA's Project Manager will establish priorities, communication protocols, decision-makers, and review current initiatives—including the FY 2026–FY 2030 Five-Year Capital Plan and key Operations or IT priorities—to align staffing, partners, and schedules. Procedures include:

- **Work Authorization Intake & Internal Review:** Cross-functional review to validate assumptions, identify inputs/exclusions, and surface risks before committing to scope, schedule, or fee.
- **Joint Scoping with CTRMA:** Align on objectives, deliverables, roles, inputs, review cycles, and acceptance criteria to minimize downstream changes.
- **Schedule & Fee Development:** Develop a realistic, resource-backed baseline aligned with CTRMA's WA process through approval.
- **Controlled Execution:** Deliver work using disciplined scope, schedule, budget, quality, and risk controls, with transparent coordination and vendor oversight.
- **Closeout & Lessons Learned:** Confirm acceptance, document decisions and lessons learned, and identify follow-on recommendations for future task orders.

RESOURCE SCREENING AND SELECTION APPROACH

WSP assigns resources to each Work Authorization based on technical requirements and performance standards. In coordination with CTRMA, the Project Management team defines staffing needs by labor category, quantity, and duration; Track Leads identify and vet qualified staff and SMEs. We manage availability and continuity by integrating forecasting with project schedules, emphasizing committed staffing, redundancy, and succession planning. Deputies provide oversight and all decisions, communications, and deliverables are maintained in WSP's document control system.

6.2 (B) KEY PERSONNEL RESUMES

HIGHLIGHTS

- Transportation principal and Central Texas leader with extensive CTRMA, TxDOT, and toll agency experience, guiding complex roadway and tolling programs from planning through delivery
- Executive-level project manager and technical lead for tolled corridors, interchanges, and ITS deployments, aligning roadway design with system operations and agency needs
- Roadway and systems engineering background with experience across design-build and traditional delivery, supporting effective integration of tolling and ITS infrastructure

Firm: WSP

Years of Experience: 14
8 with current firm

Professional Qualifications:
Professional Engineer (TX - 123332)
Certified Value Specialist (CVS)

Education: Bachelor's Degree, Civil Engineering, Texas A&M University, 2011

Arash Saeedi, PE, CVS

Principal in Charge

Arash is WSP's Local Business Leader for Transportation in Central Texas overseeing client care, projects, people, and operations. He is experienced in roadway design, including schematics, as well as plans, specifications, estimates, and feasibility studies. Arash's expertise has been rooted in various roles such as project manager, designer, reviewer, coordinator, inspector, and 3D modeler.

CTRMA General Engineering Consulting Services, Austin, TX: Responsible for providing design, coordination, and construction services for the final design of noise barriers and a shared-use path on the MoPac corridor, schematic refinements for U.S. Route 183A Phase III, and refinements of procurement documents related to U.S. Route 183 North. WSP is providing project management, feasibility evaluation, environmental documentation, planning, conceptual and final design, financing, construction engineering, and inspection services for five CTRMA highway improvement projects. The firm is also providing services related to tolling, ITS, ROW, utility relocation, maintenance oversight and support, public involvement, scheduling, asset management, and administrative support.

Texas Department of Transportation (TxDOT) DES/TPD Comprehensive Engineering Consultant (CEC): Arash serves as the project manager for a wide range of scope items to assist the DES and TPD Divisions in TxDOT achieving their long-term programmatic goals including: FHWA Major/Other Project Requirements, Local Government support, development of training materials, Roundabout/Alternative Intersection Design (RAID), portfolio management, scheduling support, and plan reviews. Arash manages the task order-based contract that consists of a diverse team of WSP and its subconsultants, integrating staff into TxDOT offices/systems, provides advisory services, and adheres to the small business goals outlined in the contract.

TxDOT I-35 and SE Inner Loop Mobility 35, Georgetown, TX: Project Manager. WSP provided preliminary engineering to develop a design schematic; environmental documents and studies in support of the schematic work; public involvement; data collection analyses; mitigation and remediation; monitoring; drainage; conceptual traffic control; traffic projections; traffic engineering and operations including traffic simulations and 3D modeling; surveys and mapping; and subsurface utility engineering for approximately 4.5 miles of I-35 between RM 2243 and RM 1431. The scope also included reversing the southbound ramps between Southeast Inner Loop and RM 1431, southbound frontage road reconstruction, and proposed intersection improvements at I-35 and Southeast Inner Loop.

Arash Saeedi, PE, CVS (Continued)

TxDOT I-35 at SH 29 Preliminary Engineering Services, Georgetown, TX: Project Manager. WSP provided preliminary engineering services to develop a design schematic, environmental documents, and studies in support of the schematic work; public involvement materials; a value engineering study; permit procurement; data collection analyses; mitigation and remediation; monitoring; drainage; conceptual traffic control; traffic projections; traffic engineering and operations including traffic simulations and 3D modeling; surveys and mapping; and subsurface utility engineering. The scope also included environmental documentation and a geometric design schematic for main lane widening, frontage road reconstruction, bicycle and pedestrian improvements, and proposed intersection improvements.

Gus Garcia Park Planning and Design Services, City of Austin, TX: Project manager for the Phase 3 construction services which included trail and sidewalk improvements, a biofiltration pond, pavilion structure, and an additional parking lot. Arash was responsible for the project budget, schedule, and the civil design/construction phase. He also coordinated meetings between designers, contractors, and the client. Arash thoroughly reviewed and documented submittals, participated in requests for information/resolution meetings, managed subconsultants, and ensured quality control procedures were being followed. The scope of work included management (of contracts, invoice, quality management, schedule, status meetings, coordination), parking lot layout, plans assembly, project manual, and construction schedule.

TxDOT Dallas-Fort Worth Connector 4 Design, Fort Worth, TX: Roadway designer for Segment 1 of this design-build change order. Arash worked closely with the contractor and other disciplines in this fast-paced project in order to provide a cohesive design. WSP provided design services on the north side of DFW for TxDOT. The project rebuilt and expanded an 8.4-mile section of SR 114 and SR 121 corridor and completely reconstructed two interchanges to provide new direct connections. The scope of work included 37 new bridges, six bridge-class culverts, and 68 retaining walls. The project also included geotechnical investigation, pavement, utility relocations, drainage, ITS, signing, lighting, signalization, maintenance of traffic, and support of ROW acquisition. Segment 1 involved a complex highway interchange, widening of existing I-635 and SR 121, and complete reconstruction of Bass Pro Drive from SR 26 in Grapevine to Farm to Market Road 2499. The Farm to Market Road 2499 construction included rebuilding the main lanes of Farm to Market Road 2499 from SR 121 to Denton Creek. These new lanes were built below grade level and allowed commuters to bypass the intersections of Stars and Stripes way and Grapevine Mills Boulevard. The project consisted of a north and southbound Farm to Market Road 2499 frontage road. The bridges over Denton Creek were rebuilt. Challenges included utility conflicts, limited ROW, and vertical clearance restraints. The design team delivered the release for construction plans on schedule and under budget.

TxDOT Dallas-Fort Worth Connector Design-Build, Fort Worth, TX: Served as a design engineer for Segment 1 in this multi-million-dollar design-build change order. Arash worked closely with the contractor and other disciplines in this fast-paced project to provide a cohesive design. WSP provided lead design engineering services to TxDOT.

San Antonio Evans Road Reconstruction, San Antonio, TX: Lead designer for the bond project which entailed plans, specifications, and estimates of the Caliza Drive and Encino Commons intersections along Evans Road. WSP provided design services to the City of San Antonio to develop plans, specifications, and estimates for improvements to Evans Road. The work included two signalized intersections, with one receiving new left-turn lanes, roadway reconstruction to eliminate sight distance concerns, and revised median turn lanes.

Christopher Burke, PMP

Project Role

HIGHLIGHTS

- Direct experience managing task-order–driven corridor and systems programs as Contract Manager for CCTA Innovate 680, closely aligned with CTRMA's Work Authorization–based delivery and governance framework
- Executive oversight of complex tolling and transportation technology systems, including back-office and customer service operations for seamless coordination among agencies, operators, and system vendors
- Provided toll systems planning and program-level oversight for the $2.2 billion OCTA I-405 Improvement Program, integrating roadway delivery with tolling policy, operations, and long-term performance objectives

Firm: WSP

Years of Experience: 19
3 with current firm

Professional Qualifications:
Project Management Professional: US (3153389)

Education:
MS, Other, San Diego State University - California State University

BA, Business Administration, University of San Francisco

Christopher is a toll and Intelligent Transportation Systems (ITS) professional experienced in the development, implementation and oversight of technology and organizational programs, having worked for both public and private companies. Prior to entering the transportation industry, he worked as a product manager in the technology field, where his primary focus was customer service. Christopher has presented at ITS California, the Transportation Resource Board (TRB), International Bridge, Tunnel and Turnpike Association (IBTTA), and other regional events.

CCTA, Innovate 680, Contra Costa, CA: As the Contract Manager, Chris is overseeing overall delivery of the Coordinated Adaptive Ramp Metering (CARM) and Coordinated Adaptive Traffic Signals (CATS) tasks for the project WSP is providing comprehensive corridor management and system management services as part of its Innovate 680 Program. Innovate 680 is a program that has established a holistic vision for the heavily congested I-680 corridor within Contra Costa County, with the primary objective of developing and implementing multiple integrated advanced transportation technologies to manage congestion and improve safety, efficiency, and reliability on I-680.

Orange County Transportation Authority (OCTA), 405 Express Lanes Back Office and Customer Service Operations, Orange County, CA: Project manager who led the design, implementation, testing and operations and maintenance of a new back-office system and customer service center for the I-405 Express Lanes project. The project includes building out a new 20,000-square-foot customer operations and walk in center and managing over 80 employees. This contract required the facility, operations and system ready for the opening of the 405 Express Lanes (two years) and operations and maintenance that includes customers services, walk in center, violation processing, accounting, inventory management and IT for six-year period.

Orange County Transportation Authority (OCTA), I-405 Project Management Consultant (PMC), Orange County, CA: Toll manager who provided toll planning, estimating, procurement and oversight as part of the Project Management Consultant team for this $1.4 billion OCTA 405 Express Lanes project and to support the 91 Express Lanes, which included the Roadside Toll Collection System (RTCS), Back Office System and Customer Service Center (BOS/CSC), and Roadway Operations. As the toll manager responsible for finalizing the Concept of Operations (ConOps) for the 405 Express Lanes, Chris worked through issues closely with District 12 and FWHA to reach agreement of signage, pricing approach

Christopher Burke, PMP (Continued)

and traffic mitigation solutions in congested locations, such as the northern end of the project, I-405/605 split. Chris was responsible for Roadside Toll Collection System - performing the planning, procurement, design, testing, and implementation of the Roadside Toll Collection System; supporting OCTA with the design, bid, and construction support of the I-405 Toll Operations Center (TOC), assessing options for housing the I-405 TOC; and, developing the Roadway Operations requirements for the SR-91 and I-405 Express Lanes roadway services that helps stranded motorists and respond to incidents in the express lanes.

San Bernardino County Transportation Authority (SBCTA), Program Management and Advisory Services, San Bernardino, CA: Toll Lead. Chris supported the planning, financing, and implementation of high-occupancy toll lanes on the I-10 and I-15 corridors. He was responsible for supporting SBCTA with their toll organization planning to prepare them for operating the TIFIA financed express lanes, toll collection system planning, development of the ConOps, developed detailed policies for operational programs like their low-income and non-revenue programs, and negotiating agreements. Chris helped SBCTA negotiate an agreement for a shared approach regarding toll processing and customer service operations with the Transportation Corridor Agencies, resulting in a significant savings in capital and annual operating costs when compared to SBCTA establishing its own "stand-alone" tolling operation. He developed capital and operational expenditures, working in collaboration with financial advisors to secure TIFIA financing.

RCTC, I-15 Smart Freeway Pilot Project, San Bernardino, CA: As the Project Manager, Chris is responsible for ensuring the completion of design support during construction, stakeholder engagement and outreach, and performance monitoring and reporting WSP is providing design and engineering services for work on the I-15 smart freeway. The scope includes performing minor ramp widening and realigning as well as using intelligent transportation systems to collect real-time traffic data and operate active traffic management devices to optimize traffic flows, reduce accidents and congestion, maximize the use of existing freeway capacity, and react to incidents that cause delay.

SANDAG, I-15 Integrated Corridor Management (ICM) System, San Diego, CA: SANDAG developed, implemented, and operated the award winning I-15 Integrated Corridor Management (ICM) system that determined how freeway, arterial, and transit worked together to improve mobility and maximize system efficiency. Chris was the tolling lead on the team that developed operation procedures and system functionality, reviewed and commented on design specifications and supported I-15 Managed Lanes coordination for this project.

Caltrans District 7 I-210 Connected Corridor (CC) Dynamic Message Sign (DMS) Project, Los Angeles, CA: The CC DMS project was implemented in partnership with District 7, LA Metro and regional counties and cities. As the project manager, Chris was responsible for DMS implementation for Caltrans and the regional counties and ensuring communications to the PATH CC system. This included Center-to-Center sign software development, DMS installation, testing, training and operational support.

LA County Metropolitan Transportation (LA Metro), I-105 Express Lanes PS&E Segment 1, Los Angeles, CA: Toll liaison for this project. WSP is developing PS&E for Segment 1 of LA Metro's I-105 ExpressLanes Program. This project will be delivered using the CMCG method and will involve coordination with concurrent contracts to design the rest of the corridor, the CMGC contractor, PM/CM, and toll integration. Chris is responsible for coordinating toll infrastructure design prior to Regional Toll Collection System (RTCS) contracting being selected, after which, Chris will coordinate updates to design and CMGC activities for timely delivery and operation of the project.

Bharathwaj "Bhart" Sankaran, PhD, PE

Deputy Project Manager, Express Lane Systems

HIGHLIGHTS

- Austin-based systems advisor, providing local availability and direct support to CTRMA staff and partners
- Hands-on knowledge of CTRMA roadside and back-office toll systems
- Extensive experience advising toll authorities, including CTRMA, on BI/AI solutions targeting performance monitoring, toll revenue recovery, traffic operations, and customer behavior analysis using cloud platforms (GCP) and enterprise data environments

Firm: WSP

Years of Experience: 11
8 with current firm

Professional Qualifications:
Professional Engineer: TX (150387)

Education:
Agentic AI (ADK) Intensive course with Google; Gen AI implementation, AWS, Deeplearning AI

Executive Certification, Business Analytics, MIT Sloan

PhD, Civil Engineering, University of Texas-Austin

BTech, Civil Engineering, National Institute of Technology, India

Professional Memberships:
Transportation Research Board, American Society of Civil Engineers

Bhart is a Vice President and data scientist at WSP with the National Tolling and Mobility Business Line. He works with data science and AI in areas such as toll and traffic operations, transportation planning, and project finance. Bhart has worked with several State DOTs and toll authorities to create AI applications for production, assist in financial modeling for net revenue forecasting in tolling and parking facilities, conduct benefit-cost analyses for infrastructure projects, contribute to ConOps and facility design for express lanes projects, and study funding gaps and alternative revenue sources. He brings deep expertise in spatial data analytics using multiple programming platforms (ESRI, Python, SQL), cloud solutions (AWS, GCP), and BI tools including Tableau and Power BI. With these technologies, he develops automated dashboards and predictive analytical models (AI/ML) for toll and traffic operations data from various sources, supporting decisions related to dynamic pricing, toll revenue recovery, project prioritization, traffic safety, and real-time monitoring of toll systems KPIs.

Central Texas Regional Mobility Authority (CTRMA), Data Analytics, Tolling Operations and Systems Monitoring, Austin, TX: Lead Data Scientist. Bhart was responsible for development and continuous support of reporting and analytics systems to support information and decision-making using Oracle, ArcGIS, Tableau/Power BI, and Python.

- COVID-19 real time transaction trends monitoring.
- MoPac express lanes performance monitoring
- Tag penetration analysis and dynamic pricing support
- GPS and mobile application-based traffic data vendors comparison study
- Origin-destination planning studies using commercial traffic data
- Transponder sales data analysis and development

North Texas Tollway Authority, Proof-of-Concept AI Application, Dallas, TX: Deputy project manager and technical lead who develops and implements an AI model in Google Cloud's Vertex AI Platform to support the toll agency's initiative to collect unpaid tolls through analyzing large datasets in BigQuery warehouse related to customer trips, socio-demographics, travel patterns (violators), and invoices; leads the team in tasks related to feature engineering, model training, validation, and testing, and prepare a final demonstration and reporting on the ML pipeline in Google Cloud to the members of the executive team and the Board.

Bharathwaj "Bhart" Sankaran, PhD, PE (Continued)

Delaware DOT, Toll System Audit, Transaction Reconciliation Analytics Lead, Dover, DE : Provided analytics leadership to audit the existing DelDOT toll violation detection system, reviewing the billing and invoicing system along with a thorough analysis of collections data to evaluate the effectiveness of existing recovery strategies highlighting opportunities to improve customer service and response times. Developed and validated detailed transaction activity waterfall with leakage rates for SR 301, i-95 and I-5 by integrating trips, violation, collection and invoice datasets.

Harris Couty Toll Road Authority, Predictive Analytics Landscape Analysis, Houston, TX: Research Lead. Performed review of industry practices and use cases for leveraging advanced predictive analytics for toll customers market segmentation and customer service center performance enhancement; Proposed a phased approach to support HCTRA with their ongoing deployment and testing of Call Center solutions to integrate relevant AI applications (such as Sentiment Analysis).

Texas Department of Transportation, GIS Data Scientist, El Paso, TX: Lead GIS Data Analyst. Use TxDOT CONNECT GIS data through Tableau and provide data analytics, database management, and other professional services to support the Project Development Process and Portfolio prioritization in support of the El Paso District's Advance Transportation Planning Section. Bhart performed integration of programmatic data (CONNECT) data with project-level information (Primavera P6) to perform feasibility assessment of schedule activities.

WSDOT, Toll Financial Planning, Seattle, WA: Lead Data Scientist and Toll Financial Modeler. Bhart is responsible for ongoing support for review and updates of system-wide cost allocation and net revenue model forecasts for WSDOT facilities; development of toll rate setting tool for SR 520 and SR 99 to test net revenue sufficiency for meeting debt obligations; review of WSDOT's O&M and R&R estimation, approaches, transponder sales and cost data and recommending improvements; data analytics of transaction disposition data to reconcile disposition lifecycle and estimate revenue leakages, invoice payment rates, and civil penalty collection rates.

LADOTD, Level 1 Toll Feasibility Studies for Mississippi River Bridge and Peters Road Bridge Extension, Baton Rouge, LA: Toll Financial Modeler. Bhart is responsible for modeling and development of annualized gross traffic and revenues, assessment of capital, annual operating, and repair and rehabilitation costs for toll systems, determination of revenue leakage assessment, and reconciliation of net revenues to assess sufficiency for public financing and P3 project delivery. He conducted financial risk assessment to test sensitivity of various parameters.

Illinois State Tollway Highway Authority, Toll O&M Estimation Support, Chicago, IL: Financial Analyst. Bhart was responsible for development of detailed forecasts for various cost items for department-wise Maintenance and Operations Cost model; developed estimates for payroll costs, materials, equipment and supplies, and Services to support Department-wide O&M cost model for the agency; supported development of interactive dashboards and deviance analysis with prior year estimates.

LA Metro, I-605 Express Lanes ConOps Development, Los Angeles, CA: Toll Analyst. Review and research support for Concepts of Operations (ConOps) plan for I-605 facility. Bhart reviewed and assisted write-up for chapters on discussion of alternatives, facility-design, signage development.

LA Metro, Microsimulation analysis of I-10 and 1-110 corridor, Los Angeles, CA: Toll Analyst. QC and aggregation of microsimulation results and performance metrics to assess the impact of different tolling scenarios on travel demand and revenues from I-10 and I-110 express lanes.

Patty Rubstello, PE

Tolling Lead, Strategic Planning & Innovation, White Paper, Industry/Best Practice Benchmarking

HIGHLIGHTS

- Program Manager for WSDOT's Urban Partnership program, a USDOT initiative to implement tolling, technology, transit and telework on a major urban corridor
- Former executive at WSDOT overseeing the states toll program, serving 1.5 million customers and generating 52.7 million transactions
- Led planning level financial and revenue studies on the I-405 corridor in Washington State evaluating the benefits of priced managed lanes

Firm: WSP

Years of Experience: 34
1 with current firm

Professional Qualifications:
Civil Engineer: WA (35660)

Education:
Associate Arts, Math, Lower Columbia College

Professional Memberships:
Women's Transportation Seminar International (WTS)

International Bridge Tunnel & Turnpike Association (IBTTA)

Patty is a senior vice president and national transportation strategic advisor at WSP USA and brings more than 34 years of leadership experience in the transportation industry. Prior to joining WSP, Patty held several executive leadership positions at the Washington State Department of Transportation (WSDOT) including running the state's toll program and ferry system, the largest in the nation. Her broad experience in policy, planning, design, construction, traffic operations, multi-modal partnerships, marine operations, and tolling provides a holistic perspective on creating transportation systems that serve all people. She is widely recognized for her ability to provide clear direction in challenging and dynamic work environments. Patty is driven to achieve exceptional results in all endeavors.

While with WSDOT, Patty held leadership roles in the development of multiple programs. Her work efforts included establishing and facilitating buy-in of organizational structures, strategic plans, and policies to support rapid growth in the Puget Sound region. She is experienced working with elected officials at all levels of government, the media and the community including countless presentations for groups ranging from industry stakeholders to testifying before the Subcommittee on Highways and Transit of the Committee on Transportation and Infrastructure of the US House of Representatives.

Caltrans, I-5 Managed Lanes, Orange County, CA: Toll advisor providing input on contracting options for toll services.

WSDOT, Toll Program, Location varies, WA: Principal in charge responsible for client engagement and providing support to WSP's project manager.

WSDOT, Interstate Bridge Replacement Program, Vancouver, WA: Principal in charge for the program's General Engineering Consulting contract and strategic advisor.

WSDOT, Washington State Ferries, WA: Assistant secretary. Executive Director of the largest ferry system in North America and the third largest transit system in Washington State. This position oversaw a fleet of twenty-one vessels, twenty terminals and ten routes which serves more than 17-million customers a year. Washington State Ferries has a work force of roughly 2000 people and a biennial budget of over $1.25 billion. Patty led efforts to address two top priorities - rebuilding the workforce through the implementation of key strategies and ensuring the workforce represented communities served; and continued conversion of the largest vessels in the fleet to hybrid electric and design of new

Patty Rubstello, PE (Continued)

vessels capable of running nearly 100-percent on battery power. 2023's key milestone was completing the replacement of the largest terminal in the heart of downtown Seattle, Colman Dock.

WSDOT, Urban Mobility & Access, Seattle, WA: Assistant secretary formed and managed the office of Urban Mobility & Access made up of WSDOT's Toll Division, Regional Transit Coordination Division, and the Management of Mobility Division. The Toll Division is responsible for the planning, implementation, and operations of the state's current and future toll facilities. The Regional Transit Coordination Division supports the regional transit authority, Sound Transit, with the implementation of various transit programs that fall within the state highway system; including implementation of the new voter-approved ST3 package worth $54B in transit investments. The Management of Mobility Division is responsible for system planning, both near and longer term, in the Central Puget Sound Region. Patty led actions to address a key deliverable – how the addresses the failing HOV lane network.

WSDOT, Toll Division, Seattle, WA: Assistant secretary. Executive with the overall responsibility of all statewide tolling efforts. WSDOT's toll program consisted of four tolled facilities, a new facility opened in 2019 and three more tolling projects are under development. In 2018, the Good To Go! Program served 1.5 million customers and generated 52.7 million transactions and $208.4 million in gross toll revenue. Patty regularly interfaced with the Washington State Transportation Commission regarding toll policy and toll rate setting for each of the State's authorized toll facilities.

WSDOT, Good To Go! Back Office, Seattle, WA: Senior manager of the implementation and operation of a new back-office system in 2009. Also was the executive lead of the procurement and implementation of the next generation back-office system that followed in 2021. Patty provided in-depth understanding of what it takes to procure, develop, test and implement a new back office with a new customer service operator while maintaining the existing operations. Change management principals and skills were paramount in both major conversions on multiple levels, both internally and externally.

WSDOT, I-405 Express Toll Lanes, Bellevue, WA: Led the initial traffic and revenue studies, development of the concept of operation and responsible for the implementation of the lane system, connection to the back office and the ultimate operations of the system. Patty worked closely with local government officials and the state legislature to maintain the toll operations for the initial implementation and gain full tolling authorization to extend the express toll lanes the full length of the corridor as well as the full length of the existing SR 167 corridor which will create a 47-mile system of express toll lanes.

WSDOT, Seattle Urban Partnership, Seattle, WA: WSDOT's senior manager on this major USDOT initiative to implement tolling, technology, transit and telework on a major urban corridor, SR 520. This introduced tolling on the existing SR 520 which had not seen tolls in 3 decades. Patty led the partnership with Puget Sound Regional Council (MPO) who was responsible for increasing telework in the corridor and King County Metro who purchased new buses and implemented additional transit service on SR 520. This was a $54M partnership that had tight timelines and intense oversight by FHWA and FTA. Patty was the media spokesperson for the program and conducted numerous presentations ranging from community groups to state transportation committees.

Lisa Woodward

Systems Implementation & Technology

HIGHLIGHTS

- Deployed ITS/ toll systems through out the united states as a consultant and contractor
- Leadership roles supporting WSDOT Toll Division, San Bernardino County Transportation Authority, and major interstate express lane programs requiring coordinated governance and decision-making
- Delivery of Complex Tolling and ITS Systems

Firm: WSP

Years of Experience: 27
17 with current firm

Education:
BS, Mathematics, California State University Northridge

Lisa is a project manager and vice president with WSP USA Inc. She has been in the transportation industry for 26 years, and has experience in project management, tolling, traffic demand management, systems engineering, and bus signal priority. Early in her transportation carrier, Lisa worked as a toll system integrator. She then transitioned to the consulting industry where she leads multiple projects for system and operation planning. She currently is the system integration lead for the RCTC I-15 Express Lanes project and SANDAGs Otay Mesa Port of Entry project. She believes that violations are opportunities to create new customers and is dedicated to finding innovative solutions to reduce leakage for maximum project revenue.

Dallas Area Rapid Transit, FHWA Integrated Corridor Management Grant, Dallas, TX: System engineer for the FHWA integrated corridor management grant covering 12 miles of I-75 in Dallas to integrate AVL live data feeds into the central system for real time updates to the traveling public.

San Diego Association of Governments (SANDAG), Otay Mesa East Port of Entry, San Diego, CA: Tolling and ITS lead for the update to the concept of operations documentation and 30% ITS design. This project is unique in that it not only requires coordination for mutlple stakeholders north of the border, but also includes SANDAG's partners south of the boarder. This project incorporates dynamic pricing that commercial and passenger vehicles will see pricing for miles south of the border.

LA Metro, I-105 PS&E Express Lanes, Los Angeles, CA: Lisa was responsible for ensuring the placement of the tolling infrastructure captures both the needs of LA Metro and follows the MUTCD guidelines for new ExpressLanes. She has put forth an improvement to the project to reduce the number of toll gantries needed and better collect traffic patterns for trip building to remain independent on the I-105 and neighboring Express Lanes projects.

SBCTA, Transit and Rail, SB Loop, San Bernardino, CA: Project manager who manages the SB Loop Vanpool Subsidy program. Lisa oversaw the Vanpool Project Administrator in daily tasks and provided support to finalize standard operating procedures, monthly reports to support NTD data reporting. Through marketing efforts and working with employers, she managed to maintain 70% of the fleet through the pandemic.

RCTC and SBCTA, IE Commuter, Riverside, CA: Project manager overseeing scope, schedule, and budget for an $1.9M contract servicing Western Riverside and San Bernardino Counties for RCTC

Lisa Woodward (Continued)

and SBCTA. This transportation demand management program promotes alternative travel mode options to employers to improve air quality in the region, reduce traffic and support compliance of AQMD Rule 2202 for over 300 employers with over 1,250 work sites in the Inland Empire.

Riverside County Transportation Commission (RCTC), Interstate 15 Express Lanes Design and Construction Services, Riverside County, CA: Lisa is responsible for overseeing the initial Interface Design Documents and will play a role in the design, installation, and testing of the AET facility as the project moves forward. WSP, as a subconsultant, is responsible for 30 percent of services for the design and construction of the Interstate 15 Express Lanes in Riverside County. The project consists of improvements to the center median to provide two toll express lanes in each direction. WSP's responsibility includes the development of the design-build requirements for civil engineering, roadway, intelligent transportation systems, electrical, railroad coordination, toll road planning, design, and operations and maintenance, as well as the development of the procurement documents.

RCTC, SR91 Express Lanes Improvement Project, Riverside, CA: Project team member responsible for User Acceptance Testing ensuring that all requirements are tested and meet satisfactory results for a successful road opening in 2017.

Culver City, Bus Rapid Transit, Culver City, CA: System engineer to draft technical provisions and bid packages for design, construction, and maintenance of a city-wide signal priority program.

Washington Department of Transportation, Toll System Integration Project, Seattle, WA: Project manager for toll system integrator overseeing final design, installation, integration, and testing of I-405 Toll Lane systems.

Virginia DOT, Pocahontas Parkway (SR895), VA: System engineer of an 8.8-mile cash and fully electronic toll road with an elevated bridge crossing the James River Bridge. Lisa was the quality manager overseeing all project documentation and deliverables, site acceptance testing, commissioning and operations.

LA Metro, CSP, Los Angeles, CA: Project manager overseeing the design, installation, operation, and maintenance of Los Angeles County Signal Priority projects covering 4 METRO bus rapid corridors.

Denver Regional Transit District, Web Portal, Denver, CO: Project manager for the design and coordination of a web portal for a custom creation of regional trip planning for the customer service center at RTD. Also as part of this project was a custom designed web page and data interface were developed for import of frequent transit data updates to ensure accurate information to the end customer.

IOWA State Department of Transportation Transit, Operations Call Center, IA: Quality and coordination manager responsible for creating operational procedures for guidance in safety and coordination response to all roadway and state highway incident clearing.

District Department of Transportation, Work Zone Tracking Toll Project, Washington DC: Deputy project manager for a work zone tracking toll providing DDOT with the ability to effectively track work zone information, enable interagency work zone information sharing, and identify work zone scheduling conflicts.

SCAG, Southern California Rideshare, Los Angeles, CA: Various roles as part of the Southern California Rideshare team from 1996 to 2003. Lisa supported employers in their need to comply with AQMD Rule 2202 covering the five counties in the SCAG region. She also served as the Vanpool program coordinator. Her responsibilities included supporting AVR generation, ride matching as well as transit options for inclusion on Rideguides.

David Hartt

Business Intelligence and Quality Assurance, Transaction Processing

HIGHLIGHTS

- Delivered cloud-native contact center architecture included intelligent call queues and automated overflow mechanisms for past CTRMA BOS
- Responsible for supporting financial, security, and compliance audits for the OCTA 405 Express Lanes project
- Deployed high-volume transaction processing systems supporting electronic toll collection, customer accounts, and revenue operations
- Ensured accuracy, security, and reliability of financial transactions in environments subject to PCI DSS and audit requirements

Firm: WSP

Years of Experience: 38
2 with current firm

Education:
BA, Psychology, California State University, Long Beach

David is a senior level information technologist with more than 38 years of experience in implementing and integrating innovative systems with a focus on organizational growth, performance, and global information technology operations. David has delivered large-scale, high-impact projects focused on flexible and scalable solutions involving hardware and software integration and delivery. His experience includes implementation of ERP systems, toll back-office systems, customer service solutions, phone systems, networking, and cloud solutions.

Central Texas Regional Mobility Authority (CTRMA), Toll Back Office Project, Austin, TX: Project Director who provided technical leadership for the design, development, rigorous testing, and successful migration of a high-volume toll collection system to a scalable cloud-based Toll Back Office solution. This critical project involved meticulous deployment planning and capacity management, considering peak toll volumes and collection rates to optimize system sizing and performance. David directed the integration of an omni-channel Customer Contact solution, incorporating sophisticated call routing, self-service functionalities, and seamless integration with Collections activities. The cloud-native contact center architecture included intelligent call queues and automated overflow mechanisms to maintain exceptional customer service levels and minimize wait times.

Orange County Transportation Authority (OCTA), I-405 Technology and Support, Orange County, CA: Technology manager provided implementation and operations of OCTA's 405Expresslanes BackOffice and Customer Service Center. Deployment of a fully cloud based back office utilizing Oracle Cloud Infrastructure (OCI), Azure Virtual Desktop Infrastructure interconnected with Cisco Meraki network appliances. Cisco Contact Center as a Service (CCaS) provided an omni channel contact solution supporting email, chat, SMS, voice, and social interactions with contact center representatives. A comprehensive monitoring and management solution was integrated to allow real time monitoring and quality assessment of customer experiences, The Quality Management solution leveraged Artificial Intelligence to provide predictive scoring of agent interactions, and customer sentiment analytics. The overall solution was designed to support a security and compliance program that adheres to best practices that are in alignment with PCI DSS.

David Hartt (Continued)

Riverside County Transportation Commission (RCTC), SR-91 System Integration, Riverside County, CA: System integration project manager who led the toll system design, implementation, and operations for electronic toll collection. This involved architecting and overseeing the integration of a robust Electronic Toll Collection (ETC) solution with a sophisticated Lane System, ensuring seamless data flow and transaction processing while ensuring adherence to RCTC's Route 91 Corridor Improvement Project's stringent technical requirements and delivered the solution within the defined timelines. David directed the design and development efforts for a centralized traffic monitoring center, dynamic electronic message signs, and a user-friendly self-service portal. Responsibilities included ensuring Fastrak interoperability through protocol implementation and enabling video tolling capabilities by integrating license plate recognition (LPR) and image processing systems.

Orange County Transportation Authority (OCTA), SR-91 Project Manager, Riverside County, CA: Project manager who directed the technical strategy and execution for the replacement of OCTA's electronic toll collection system. Leveraging agile methodologies and fostering cross-functional collaboration, led a team to streamline design, development, and testing workstreams. A critical aspect of my role involved architecting and implementing robust APIs and data exchange protocols to ensure seamless interoperability with existing roadside toll collection infrastructure, Fastrak, Vehicle Registration databases, collections platforms, mail services, and other essential systems, ultimately enhancing the overall customer experience.

Matthew Woodhouse

Program Governance and Advisory, General Consulting, Business Process Improvement, Financial Analysis

Matthew is a senior lead consultant in WSP's systems finance and economics group. He is knowledgeable about transportation policy, planning, and finance. Matt has worked extensively in toll road operations from developing operations and maintenance plans, and implementing toll collection systems, to conducting gross to net revenue evaluations. He has overseen the procurement, development, integration, and testing of several toll collection systems. In addition, Matt has helped to advise clients on the operational and financial impacts of toll policies from the perspective of public toll operators and P3 concessionaires.

TXDOT, SH 288, Houston, TX: Technical advisor who developed an operations and maintenance plan for the bidding concessionaire to operate the managed and general purpose lanes along the 10-mile project corridor for a 52-year term. WSP served as the technical advisor to the bid team led by OHL. We provided opex/capex forecasting and modeling and an operations and maintenance plan for the bid.

Michigan Department of Transportation, Toll Systems Evaluation, MI: Project manager for the assessment and procurement of toll systems for three international bridge crossings between Michigan, New York, and Ontario. The project included a process improvement assessment task, the development of technical specifications for new roadside and back office systems, and a financial analysis of the benefits of the different toll system options. Additionally, Matt served as a procurement advisor and technical advisor through the procurement and award process for the toll system vendor. WSP is analyzing and evaluating the toll systems and processes in three phases at the international bridges located in Sault Ste. Marie, Sarnia/Port Huron, and Cornwall. One of the main goals of the study recommendations for any solutions will be to maximize commonality throughout all toll operations in terms of processes, software, and hardware, creating benefits for shared expertise, equipment management, and externally will provide a uniform experience for all customers.

TBTA, Thousand Island Bridge Toll Collection Study, Collins Landing, NY: Matt developed scenarios for toll collection that included the adoption of E-ZPass based on membership classifications within the E-ZPass Inter-Agency Group. He provided technical support in the development of a request for proposal for a new electronic toll collection system for the authority. WSP prepared a feasibility study to convert the agency's cash-only toll collection system to an electronic toll collection system for Phase 1

HIGHLIGHTS

- Project Manager for the PennDOT Major Bridge P3 (Design-Build-Finance-Operate-Maintain)
- Supported the Maryland Transportation Authority (MDTA) in developing policies based on newly enacted legislation
- Restructured the MDTA Operations Department organization, optimizing the QA Department of E-ZPass Operations and expanding the Customer Experience department to meet the ever evolving-needs of the Authority

Firm: WSP

Years of Experience: 11
11 with current firm

Education:
Bachelor's Degree, Government, University of Virginia

Matthew Woodhouse (Continued)

of this project. The purpose of the study was to gather sufficient information that would allow the traffic information broadcasts by aircraft to evaluate operator needs, policies, available systems and technologies, potential costs, revenues, and benefits. WSP prepared a final set of recommendations related to policies and business rules, border crossing considerations, technology, and plaza design operation considerations after a preferred system was identified during Phase 2.

Ministry of Transportation Ontario, Managed Lane Retainer, Toronto, Ontario, Canada: Matt developed technical specifications for the back office and customer service center software components of a new managed lanes network in the Greater Toronto region. Tasks included attending workshops with the Ontario Ministry of Transportation personnel to further refine the specifications. WSP performed tasks as requested by the Ministry of Transportation Ontario through a work item order form. The scope included development of performance-based specifications for managed lane hardware and software and other items as the project progressed.

LACMTA, On-call Express Lanes Program Management, Los Angeles, CA: WSP is leading a multi-firm team providing on-call program management services to the ExpressLane project developments in Los Angeles County. The project includes developing the Countywide ExpressLanes Strategic Plan; extensive data collection and traffic studies; constructing toll facilities; converting HOV lanes to tolled express lanes on sections of I-105, I-605, I-405, I-10, and I-110; and reconstructing the direct connector at the I-110 and I-405 interchange.

- **Metro Interstate 405 ExpressLanes Level II Traffic and Revenue Study, Los Angeles, CA:** Assisted in the development of a model to annualize and interpolate daily traffic and revenue figures for many managed lane scenarios for the I-405 Sepulveda Corridor. The scenarios varied based on lane configurations, lane access, pricing policy, occupancy levels for toll exemption, and operating objectives. WSP developed traffic and revenue forecasts for express lanes alternatives in the vicinity of Sepulveda Pass along Interstate 405 as part of Metro's evaluation of public-private partnership (P3) options to implement multimodal transportation solutions in this corridor.

Port Authority of New York and New Jersey, Trans-Hudson Capacity Study, NY, NJ: Matt developed potential scenarios for improving passenger throughput into the Port Authority Bus Terminal along the NJ-495 and Lincoln Tunnel corridor. He conducted an analysis of the financial and travel impacts of various scenarios on Port Authority of New York and New Jersey facilities, including the impact on the Authority's toll revenues. WSP prepared a trans-Hudson commuting capacity study for the Port Authority of New York and New Jersey. The firm studied modes of increased capacity that might affect demand at a new Port Authority Bus Terminal, potential improvements to existing infrastructure, commuting alternatives, existing and anticipated patterns and preferences of bus commuter travel, congestion reduction strategies, costs, and benefits of alternative strategies.

Northwest Parkway LLC, Northwest Parkway Opex/Capex Plan, Denver, CO: Technical assistance in auditing a model developed by a toll road operator for forecasting operating expenses for the remaining 80 years of the concession. WSP is reviewing Northwest Parkway's cost forecasts for the duration of concession in respect to annual operating costs, annual capital costs, and delivering a letter of verification and validation.

Brian Burkhard, PE

ITS Lead, Systems Implementation & Technology, White Paper, Industry/Best Practice Benchmarking

HIGHLIGHTS

- Electrical and systems engineer with 38 years of experience leading ITS, tolling, connected/ automated vehicle, EV infrastructure, and smart mobility programs for public agencies and complex transportation systems
- Recognized subject matter expert in emerging transportation technologies, supporting concept development, systems engineering, architecture, policy, and implementation for ITS, CV, EV charging, IoT, and smart city initiatives
- Experienced technical advisor and program leader, guiding agencies through planning, procurement, design, pilot deployment, testing, and operations for high-impact, technology-driven infrastructure programs.

Firm: WSP

Years of Experience: 38
<1 with current firm

Professional Qualifications:
Professional Electrical Engineer
CA (19617)

Education:
BS, Electrical Engineering, University of Illinois, 1988

Brian is an electrical and systems engineer with 38 years of experience specializing in electrical systems, intelligent transportation systems (ITS), connected, automated, and electric vehicles, battery-electric buses, electronic toll collection and tolling systems, smart cities, Internet of Things (IoT), transit systems, networking, and communications. Extensive experience supporting public agencies and complex infrastructure programs through stakeholder workshops, regional architecture development, concepts of operations, traffic and toll management centers, business process and policy development, systems engineering plans, implementation strategies, incident management planning, and preparation of design packages.

Alameda County Transportation Commission, Freight Intelligent Transportation Systems (FITS) Design and Construction Services for Port of Oakland, Oakland, CA: Provided design direction and advisement on a project that includes fiber network expansion and optimization, center-to-center communication, Wi-Fi network deployment for public use, camera and RFID reader deployments enhancing incident detection and transportation security and planning, as well as, developing frameworks for mobile applications that enhance existing and proposed parking facilities. This project included the creation of a new 24/7 command and control center. Worked on design services during construction and, as system manager, working with Port staff and contractors to help build, test and finalize the system.

Maryland Department of Transportation State Highway Authority, National Electric Vehicle Infrastructure (NEVI) Bid Support, Baltimore, MD: Served as Subject Matter Expert, supporting MDOT SHA in the evaluation and ranking of technical and financial proposals submitted in response to the State's NEVI Request for Qualifications (RFQ). Participated in assessments of site specific solutions for DC fast charging infrastructure proposed for candidate parcels along Maryland's Alternative Fuel Corridors, focusing on technical quality and feasibility.

Smart Infrastructure at Ibu Kota Nusantara (IKN), Nusantara, Indonesia: Served as the team's subject matter expert in smart mobility, providing deliverable input on nearly two dozen potential smart infrastructure solutions intended to improve mobility and safety for Indonesia's new capital city. Contributed to the development of a framework guiding the phased and long-term development of the city.

Brian Burkhard, PE (Continued)

Ohio Department of Transportation (DriveOhio), Connected Vehicle Concept of Operations, Columbus, OH: Served as Subject Matter Expert supporting development of two federally funded Connected Vehicle (CV) use cases for DriveOhio. Contributed to the "Crash Prediction and Proactive Mitigation" use case, which compared real time data streams with historical patterns to identify high risk crash locations and provide mitigation recommendations to Traffic Management Center operators and field responders. Supported development of the "Incident Detection and Response Initiation" use case, which utilized OEM airbag deployment safety alerts to detect crashes in real time, particularly in locations lacking CCTV or traditional detection coverage.

Placer County Transportation Planning Agency, Heavy Duty Truck Alternative Fuels Study, Auburn, CA: Provided technical advisement on the evaluation of potential sites and solutions for alternative fuel dispensing for heavy-duty vehicles along the heavily traveled I-80 corridor in the Sierra Foothills. Supported the development of an industry Request for Information (RFI) to assess market interest in providing hydrogen and electric vehicle charging infrastructure on identified parcels within the county.

Caltrans, Road User Charge Pilot Program, Sacramento, CA: Served as Project Principal, providing leadership and technical advisement for work performed by a major subconsultant on California's Road User Charging (RUC) pilot program. Oversaw project management, technical design, pilot demonstration preparation, system testing, live pilot support, and close-out documentation.

Nevada Department of Transportation (NDOT), Smart Mobility Roadmap, Carson City, NV: Worked as part of a multidisciplinary team to identify emerging transportation technologies and develop a smart mobility framework to improve mobility for NDOT. Collaborated with stakeholders across multiple Nevada regions to assess gaps and challenges addressable through smart technologies and methodologies, and supported preparation of federal grant applications to fund near term implementation of roadmap elements.

Confidential Client, Commercial Electric Vehicle Charging Facilities, Various, CA: Served as Project Principal, leading a multidisciplinary team performing site planning and design for multiple electric vehicle (EV) charging facilities throughout California. Directed evaluations of geotechnical conditions, survey data, and utility power availability to develop layouts for EV charging infrastructure, cogeneration systems, charging stalls, and parking facilities. Oversaw preparation of architectural design, signing and striping, electrical design, and site drainage elements.

Ohio Department of Transportation (ODOT) National Electric Vehicle Infrastructure (NEVI) Plan Implementation, Columbus, OH: Served as Senior Electrical Engineer and Team Advisor supporting ODOT's implementation of the National Electric Vehicle Infrastructure (NEVI) Plan. Contributed to development of procurement documents, established EV charging infrastructure site standards, reviewed site submittals, coordinated permitting and utility requirements, and provided programmatic advisement supporting the statewide rollout of EV charging infrastructure.

Los Angeles Community College District (LACCD) Program Management for Electric Vehicle Charging Infrastructure, Los Angeles, CA: Served as Subject Matter Expert for electric vehicle (EV) charging infrastructure as part of the consultant team providing program and construction management services for the BuildLACCD Bond Program. Advised the District on desired features of Level 2 chargers and charge management system requirements to support deployment of nearly 7,000 EV charging ports across LACCD campuses throughout the Los Angeles metropolitan region.

Jason Stribiak, AICP

Strategic Planning & Innovation

HIGHLIGHTS

- 25 years of ITS Architecture Experience developing and updating statewide, regional, and project-level ITS architectures for public agencies
- Supported the development of a ConOps and Enforcement plan for I-75 in Michigan
- Substantial experience in freeway management and operations, particularly in active traffic management strategies

Firm: WSP

Years of Experience: 25
14 with current firm

Education:
MS, Transportation (Planning, Engineering, Logistics), Lowa State University

BS, Community and Regional Planning, Lowa State University

Professional Memberships:
American Institute of Certified Planners (020661)

Jason has 25 years of experience in transportation systems management and operations (TSMO) and intelligent transportation systems, working on projects such as adaptive traffic signals, managed lanes, active traffic and demand management, integrated corridor management, traffic incident management, and advanced traffic management systems. His expertise in systems engineering extends from ITS architecture to detailed system requirements, having prepared dozens of ITS Architectures, User Needs, Concept of Operations, Requirements, and Implementation Plans for clients across the country. Jason Stribiak has authored numerous papers on ITS-related topics and co-authored FHWA-sponsored guidebooks on Ramp Management and Control, Migration Plans and Procedures for Traffic Management Centers, and Active Traffic and Demand Management.

Innovate I-680 Program; Coordinated Adaptive Ramp Metering (CARM), Contra Costa Transportation Authority, Contra Costa County, CA: Jason supported the Innovate 680 Program by reviewing the Corridor Advanced Transportation Systems (CATS) Concept of Operations and developing system requirements for the Corridor Adaptive Ramp Metering (CARM) system. His role focused on ensuring the operational concepts were translated into clear, testable requirements that aligned with CCTA's corridor management objectives and could support subsequent design, procurement, and implementation activities.

SCATS Regional ITS Architecture Update, Stark County Area Transportation Study, Stark County, OH: As a subconsultant, WSP was responsible for updating the Stark County Area Transportation Study (SCATS) Regional ITS Architecture. The architecture had not been updated in over ten years and required alignment with the current National ITS Architecture as well as current stakeholder requirements. Jason managed all technical aspects of the project and performed the update using FHWA's RAD-IT software tool. He coordinated with regional ITS stakeholders to revise the regional ITS inventory and updated the architecture to incorporate changes that had occurred since the previous version.

Kentucky Transportation Cabinet, Transportation System Management and Operations Planning On-Call – Statewide ITS Architecture Update, KY: Task lead. The Kentucky Transportation Cabinet (KYTC) selected WSP to provide as-needed traffic engineering and transportation system management and operations (TSMO) planning services. WSP will help KYTC establish a framework for seamless integration of system management and operational tools and strategies into KYTC's processes. As the first

Jason Stribiak, AICP (Continued)

task order, WSP updated KYTC's statewide ITS architecture. As task lead, Jason is overseeing architecture update activities which include, updating that state ITS inventory, adding new serve packages, and converting the architecture into FHWA's RAD-IT software.

Nebraska Department of Transportation, Nebraska Dynamic Lane Management Systems Engineering and Scoping Project, Omaha, NE: Project manager. As a subconsultant, WSP is supporting the Nebraska Department of Transportation with systems engineering activities for a dynamic lane management (DLM) concept for the Omaha Metropolitan Area. Jason was responsible for conducting a literature review of national DLM deployments and effective practices. This is organizing virtual and in-person peer agency interviews to better understand DLM approaches undertaken by these agencies. He authored the Concept of Operations document and supporting system requirements.

South Dakota Department of Transportation, South Dakota TOC, SD: As a subconsultant, WSP is supporting the South Dakota Department of Transportation to evaluate needs and opportunities related to establishing a traffic operation center in South Dakota. The project will identify the essential functions a center would provide and identify feasible design concepts suitable or South Dakota's environment. Jason was responsible for developing a technical memo focused on literature, peer agency practices and a user need analysis.

Iowa Department of Transportation, Active Transportation and Demand Management Service Layer Plan, Iowa Statewide, IA: Task support. As a subconsultant, WSP is supporting the Iowa Department of Transportation with the development of their Active Transportation and Demand Management (ATDM) Service Layer Plan (SLP). The 5-year plan is the last of 8 unique service layer plans developed that provide detailed recommendations and actions for ATDM in support of the Department's broader Transportation System Management and Operations (TSMO) Program. Jason was responsible for authoring several chapters of the Plan and reviewing others. In completing these actions, he identified best practices, identified needs, and developed strategies, tactics and actions for meeting Iowa's ATDM goals and objectives.

North Dakota Department of Transportation, North Dakota Transportation Management Center and Smart Corridor Plan, Statewide, ND: Task support. As a subconsultant, WSP is assisting the North Dakota Department of Transportation (NDDOT) in planning and designing a statewide traffic management center (TMC). Jason was a co-author of the TMC concept of operations update document and developed high-level TMC requirements. He is also responsible for identifying procurement methods, analyzing laws and ordinances, and identifying required budget resources, among other activities.

Iowa Department of Transportation (Iowa DOT), Integrated Corridor Management (ICM) Study, Des Moines, IA: Task lead. WSP assisted the Iowa DOT in establishing an ICM program for the Des Moines, IA Metropolitan Area. Jason co-authored the ICM program-level ConOps as well as individual freeway management strategy project-level ConOps and requirements documents. He also developed a ConOps document for the Iowa DOT's Statewide Traffic Management Center enhancements in support of the selected ICM strategies.

Kentucky Transportation Cabinet, Northern Kentucky Active Traffic and Demand Management Study, KY: Task support responsible for reviewing and making recommendations on updating the Ohio-Kentucky-Indiana (OKI) Regional ITS Architecture to reflect proposed active traffic management strategies. Jason researched and documented national best practices for each strategy and supported the development of a ConOps for adaptive ramp metering, queue warning, and comparative travel times.

Deniada Nikollari, PMP

Business Intelligence and Quality Assurance

HIGHLIGHTS

- Program leader with 20 years of experience, specializing in connected and automated vehicles (CAV), ITS modernization, and transportation electrification initiatives
- Proven project manager for emerging technology deployments, leading statewide V2X strategies, connected vehicle planning, ITS device modernization, and advanced data and network integration efforts
- Experienced in multi-agency coordination and stakeholder engagement

Firm: WSP

Years of Experience: 20 14 with current firm

Professional Qualifications:
Certified Project Manager Professional (PMP): (2821358)

Education:
BS, Electrical & Computer Engineering, Wayne State University

Professional Memberships:
Square One Education Network – Chair of the Board;

ITS Michigan – Board member

Accomplished professional with 20 years of experience in the industry focused on emerging technologies, connected and automated vehicles and transportation electrification market. Exceptional leadership, business development and project management skills with ability to successfully manage complex projects and multi-disciplinary teams. Proven track record in expanding Intelligent Transportation and Electrification services and driving long-term strategy, growth, and pipeline development for multi-modal infrastructure projects. Skilled in coordinating with technical leads, managing subconsultants, and acting as a liaison with various agencies to fulfill contract obligations.

Michigan Department of Transportation (MDOT), ITS and CAV On-Call, Detroit, MI: Project manager leading the development of MDOT's V2X deployment plan 2024. The plan includes stakeholder engagement with all MDOT regions, departments and local agency partners; identification of use cases and benefits; high level goals and objectives; deployment locations strategy; technology and interoperability; data management; network infrastructure and integration with existing traffic and ITS technology; training and workforce development; funding strategies and project delivery.

Road Commission for Oakland County (RCOC), TOC Technical Services (As-Needed), Oakland County, MI: WSP project manager for an extension of staff and as needed technical consultant services to assist the TOC traffic and ITS staff with a variety of technical tasks necessary to meet the on-going needs and projects countywide. Main tasks include Network Engineering Support, data and system migration, TOC procedures and policies for the network, real-time traffic website updates and maintenance, connected vehicle as needed technical support and system readiness reviews and coordination between various departments to achieve system performance goals.

Michigan Department of Transportation (MDOT), MDOT Metro Region Connected Vehicle Technical Services (As-Needed), Michigan, MI: Project manager. WSP Team is supporting MDOT on an as-needed basis with CV infrastructure development support, preparing analysis and cost effectiveness including cost benefit studies, CV planning deployment and maintenance support, develop Concept of Operations reports, develop new CV specifications, standards and details. In addition, as part of this project the WSP team will provide technical trainings to MDOT staff pertinent to CV including V2I application functionality, CV equipment configuration, communication network configuration and data/network utilization.

Deniada Nikollari, PMP (Continued)

Michigan Department of Transportation (MDOT), Statewide ITS Device Modernization Plan, Lansing, MI: Project manager preparing a statewide ITS device modernization plan to address aging ITS infrastructure in Michigan. The plan will evaluate technology trends, age, condition, and use to determine a priority for equipment replacement, phasing and modernization planning over a 10-year period. WSP will also perform 100% design for device modernizations that are approved by MDOT during the first four years of modernization and assist with oversight of System Manager services during Construction.

Illinois Tollway, Inductive Charging Feasibility Study, Downers Grove, IL: Technical lead in charge of developing a feasibility study for the Illinois Tollway to deploy and a Dynamic Wireless Inductive Charging Pilot. This initiative helps to advance the state of inductive charging technology nationally while developing and testing business models providing wireless charging as a service to the Illinois Tollway customer base. Preliminary planning included consultation with industry practitioners, interviews with parallel pilots across the US, and internal discussions regarding the Illinois Tollway's opportunities and constraints. The report WSP developed summarizes the results of these efforts including current state of the industry and a summary of the initiative's goals. The final result is a recommended location for a potential DWPT pilot installation and long-term use case.

Michigan Department of Transportation (MDOT), Inductive Charging Corridor, Detroit, MI: Project manager leading the team supporting MDOT during the design and deployment of a wireless inductive charging corridor for electric vehicles. The Michigan Department of Transportation (MDOT) is actively engaged with a Build team who will deliver a wireless charging pilot project where MDOT funding is also being used to support the design, construction and testing of wireless inductive vehicle charging along two arterial corridors in metro Detroit. MDOT's interest in building the first dynamic wireless charging project in the United States drives them to gain and apply knowledge obtained from these pilots to inform future MDOT research; creation of governance documents; and development of standards, specifications, guidelines, and testing protocols that expand MDOT's working knowledge in this technical area as wireless charging projects expand in Michigan.

Mid-America Regional Council (MARC), EV Readiness Plan, Kansas City, MO: EV technical lead supporting the Mid-America Regional Council MPO with the development of the EV Readiness Plan. In 2015 MARC established a baseline Greenhouse Gas (GHG) Inventory for the Kansas City Region. The inventory includes GHG emissions estimates associated with stationary energy generation, solid waste, and surface transportation, representing the best estimate of regional CO2e emissions for the 10-county planning area. Though it is outside the scope of this project, an update to the Greenhouse Gas Inventory is planned to coincide with the development of an EV Readiness Plan. The net change in emissions resulting from EV readiness strategies will be used as an input into future GHG projections. The development of a regional EV Readiness Plan is intended to complement strategies aimed at decreasing GHG emissions emanating from the transportation sector. WSP is responsible for stakeholder and community engagement, assessment of current EV infrastructure network and EV market saturation, identification of barriers to EV adoption, utility grid analysis and development of a strategy for future EV infrastructure deployments.

Virginia Lingham, PE

Program Governance and Advisory

HIGHLIGHTS

- ITS and Mobility Technology Leader
- Expert in emerging technologies for freight and transit
- Active member of Transportation Research Board committees and panels
- Former Connected and Automated Vehicle Program Manager, Office of Strategic Innovation, Virginia Department of Transportation

Firm: WSP

Years of Experience: 24
7 with current firm

Professional Qualifications:
Professional Engineer: IN (#PE11200041)

Education:
MS, Transportation Engineering, University of California Berkeley

BS, Industrial Engineering, Wayne State University

Virginia is a mobility technology leader with nearly 20 years of experience in transportation. At WSP, she leads the firm's ITS practice, which includes coordination with local offices, national business lines, and global partners. Virginia's diverse perspective and deep industry knowledge and connections allows her to support a broad set of topics. She improves transportation mobility and helps clients solve their most complex challenges, often by bridging the gap between research and implementation of emerging transportation technologies with innovative techniques and solutions. Virginia's experience includes developing strategies to advance emerging technologies for freight and transit within specific regions or corridors and at state and national levels. She served as a connected and automated vehicle program manager within the Office of Strategic Innovation at the Virginia Department of Transportation. Virginia also supported operations at the Metropolitan Transportation Commission and as the statewide traveler information program manager at the Wisconsin Department of Transportation. She is a long-standing active member of several Transportation Research Board committees and panels. Virginia also supports Wayne State University students as an industry mentor and frequently engages with the Women's Transportation Seminar activities.

Connected Vehicle Acceleration Zone-Phase I GEC Contract, Maricopa County Department of Transportation, AZ: Project Manager. Leading the delivery of a $19.6M V2X Accelerator grant to deploy advanced V2X technologies across Maricopa County in order to address critical challenges in safety, mobility, and efficiency. The project focuses on equipping about 750 intersections with a combination of physical and virtual roadside units (RSUs), enhancing communication between vehicles and infrastructure, and providing connected technologies to about 400 vehicles, targeting transit, emergency response, and freight vehicles.

Roadway Automation Concept of Operations (ConOps) and Digital Infrastructure Strategy Development and Implementation, Federal Highway Administration (FHWA): Subject Matter Expert (SME). Virginia assisted roadway infrastructure owner-operators in preparing for a future involving vehicles with automated driving systems by defining the roadway digital infrastructure for the future. Virginia supported FHWA with its closely related Strategy for Digital Infrastructure for Roadway Transportation, which included a truck parking information system roll out as a day one use case. Virginia served as a SME to support the stakeholder engagement task, as well as the overall strategy development.

Virginia Lingham, PE (Continued)

I-5 Truck Parking Management Information System Concept Development and Grant Support, Washington State Department of Transportation (WSDOT): SME. Virginia supported the development of a multi-state concept to deploy a truck parking information system to address existing truck parking needs along I-5 in WA, OR, and CA. The concept led to the submittal of a grant application that would collect and disseminate parking availability information at 54 truck parking facilities. Virginia led the team's technical and pricing considerations for the I-5 TPIMS project concept, which would collect and disseminate real-time truck parking information to connect truck drivers with available truck parking, resulting in safety, economic, environmental, infrastructure, and quality of life benefits for truck drivers, businesses, and communities that depend on the corridor. The INFRA grant was awarded in early 2024.

Benefits and Impacts of Automated and Connected Driving Systems Study (SB1308), Texas Department of Transportation (TxDOT): SME and Team Member. Virginia was responsible for supporting the evaluation of potential benefits of using automated driving systems, connected driving systems, and other emerging technologies to alleviate motor vehicle traffic congestion at ports of entry between Texas and the United States. The study also looked at the overall impact of using automated driving systems, connected driving systems, and other emerging technologies on the transportation industry workforce and the broader Texas economy, including the effects on driver and public safety.

TxDOT, Roads and Highways Feasibility Study and Schematic Design, Statewide, TX: Task lead responsible for developing a concept of operations and implementation plan to support the Intelligent Transportation System Design and Transportation Systems Management components of a new truck parking location in rural Crockett County, Texas. The task will seek to carefully integrate with existing statewide/regional truck parking initiatives in the area while also conveying the value of the project to the local community. WSP is providing a variety of services across multiple transportation projects for TxDOT.

San Diego Association of Governments (SANDAG), On-Call Planning Services 2020, Chula Vista, CA: Systems engineering lead in the development of a concept of operations to support SANDAG in the development of a project concept for the Downtown Chula Vista Mobility Hub. Virginia led the systems engineering efforts of the team to define and develop a high-level ConOps and ultimately prepare a draft ConOps and systems requirements to support future phases of the mobility hub pilot. This work addressed current needs and factored in anticipated future needs based on community plans and the City of Chula Vista's goals regarding implementation of emerging technologies as they make their way into the marketplace. WSP is providing various multimodal planning services on a task-order basis as part of an on-call contract.

WSDOT, Autonomous Vehicle Workgroup Planning Services, Washington, WA: Subject matter expert. Virginia provided I-5 truck parking management information system concept development and grant support. She supported the development of a multi-state concept to deploy a truck parking information system to address existing truck parking needs along I-5 in Washington, Oregon, and California. The concept led to the submittal of a grant application that would collect and disseminate parking availability information at 54 truck parking facilities. Virginia led the team's technical and pricing considerations for the I-5 TPIMS project concept, which would collect and disseminate real-time truck parking information to connect truck drivers with available truck parking, resulting in safety, economic, environmental, infrastructure, and quality of life benefits for truck drivers, businesses, and communities that depend on the corridor. WSP provided advisory services for the WSDOT AVWG to help advise the state and craft a response to the emergence of automated vehicle technology.

Tyler Milligan

BOS Implementation, Systems Testing

HIGHLIGHTS

- 26+ years of tolling and back-office operations expertise, providing strategic advisory, project management, and operational optimization services to state DOTs, toll authorities, private concessions, and international agencies
- Understanding of complex system transitions and integrations, including large-scale account migrations (850K+ accounts)
- Supported contract reprocurements, independent audits, organizational design, KPI development, financial and revenue analyses, and alignment of IT and operations

Firm: Milligan Partners LLC

Years of Experience: 26
14 with current firm

Education:
Bachelor of Science, Construction, Texas A&M University

Professional Memberships:
IBTTA Leadership Academy

Tyler has more than 26 years of experience in tolling and brings a wealth of knowledge to every project. He enjoys working collaboratively with customers and fellow team members to drive the development of innovative solutions for tolling agencies. Tyler is a recognized thought leader and public speaker on tolling technology innovations, futureforward tolling solutions, and customer service optimization.

Texas Department of Transportation, TxBOS Transition Project, Statewide, TX: Tyler acted as project manager to implement the transition of TxDOT account management and transaction processing systems to a sister agency, Harris County Toll Road Authority. This project included the successful planning and execution of the project schedule, budget, invoicing, the negotiation and execution of a Tolling Services Agreement between the two agencies, the development and implementation of a new Custodial Services banking agreement, the migration of 850K prepaid transponder accounts, and the redirection of two state-run transaction processing host systems and one concession-owned host

Harris County Toll Road Authority, IT Services - Consulting, Recruitment and Staff Augmentation, Houston, TX: As a project advisor, Tyler played a vital role in the long-term relationship between Milligan and HCTRA. He provided overall contract management support, including project budgeting, staff management, and project performance analysis. Tyler also supported back-office operations analysis, image review services and operations, and toll system enhancement. He helped develop and validate organizational structures, IT departmental goals, and integration into HCTRA's larger mission and vision. Additionally, Tyler supported the incubation of the image review services program, and played an advisory role through their development and goal setting. This work included development of project plans, budget, task and resource management, business process redesign facilitation, departmental walk-throughs, and oversight of end-user content discovery and business process design process. He provided system implementation support, testing oversight, and enhancement analysis and validation.

Metro Pacific Tollway Corporation, Toll System Modernization Advisory Services, Manila, PH: Tyler conducted a comprehensive analysis of financial and operational criteria for the MPTC project, covering revenue analysis, cost factors, and legal aspects influencing revenue recovery. He evaluated alternative payment options and KPIs, contributing as a lead author in the final MPTC report, advising executive and management staff on the operational business rules.

Tyler Milligan (Continued)

Pennsylvania Turnpike Commission, Strategic Advisory Services, Harrisburg, PA: Tyler supported PTC through operations and project management services. He provided consulting on the reprocurement of the contact center operations contract and acted as an independent auditor on the back-office RFP. Tyler led the project delivery of integration with a sister toll agency clearinghouse. He managed his entire team's schedule, budget, and scope for the universal back-office system development project.

Tampa Hillsborough Expressway Authority, Evaluation and Updating of Business Rules, Tampa, FL: Tyler leads the THEA project team in analyzing and updating back office business rules and operational deliverables. This has included an analysis of each of the statewide Consolidated Customer Service System operational deliverables. Gaps in documentation were identified, and risks associated with the proposed operational interface were defined. The team highlighted opportunities for improvement in operations, including developing a baseline and a business process management model. As part of updating THEA's business rules, the Milligan team is analyzing the change management processes to incorporate the effects of changes on business rules and documentation into the management process and to automate these processes. We evaluated business process management solutions for automation and selected JIRA, which was already in use at THEA.

Oklahoma Turnpike Authority, Customer Service and Business Process Optimization, Oklahama, OK: Tyler leads the team that provides an analysis of various customer care interfaces, tools, and workflows in order to support the Office of Customer Service's consolidation of customer contact functions. He along with his team perform due diligence to identify what training resources and workflows exist within the current Customer Service programs. Tyler supports the evaluation of the training resources, workflows, and tools. His team coordinates development of new training tools, and tests and validates the effectiveness of the training tools. Tyler has helped evaluate existing workforce management tools, processes and strategies used to support the various Customer Service programs. This includes creating recommendations on strategic and tactical workforce management. He is helping gather all existing business rules, business policies, and governance and perform a gap analysis of the business processes.

ARUP- Transport Infrastructure Ireland, Case Study Analysis and Strategic Advisory Services, Dublin, IE: Tyler leads a trend analysis for a case study of tolling in Florida, supporting Transport Infrastructure Ireland's long-term mobility planning. The project evaluates various tolling organizations and their operational frameworks.

Northwest Parkway LLC, Operational Gap Analysis, Broomfield, CO: Tyler's role was Project Manager, which included management of the scope, schedule development and client interaction. At the direction of the concession's Board of Directors, the team performed an analysis of the existing operations for all aspects of the concession project. This included governance, policy, procedure, and business rules. He along with his team performed staffing assessments through interviews, and either modified or created documentation for all operating policies and processes. Tyler led cataloging of the documentation, and presented live online links to the concession for use and dissemination to the Board and staff.

Darla Casby, CPA

Transaction Processing

HIGHLIGHTS

- 35 years of finance and accounting leadership, with specialization in high-volume tolling transaction processing, back-office system implementations, and complex financial reporting and reconciliations
- Proven expert in BOS finance module design and implementation
- Extensive experience leading financial operations for tolled facilities, overseeing remittances, invoicing, audits (including SOC 1 Type 2), banking and merchant services, internal controls, and compliance across multiple agencies and enterprises

Firm: WSP

Years of Experience: 35
1 with current firm

Professional Qualifications:
Certified Public Accountant
CA - 71808

Education:
Bachelor's Degree, Accounting, California State University Long Beach
1992

Associate's Degree, Business Administration, Cerritos College
1985

Darla Casby has extensive experience as a finance and accounting manager in the tolling industry related to implementation of customized back office systems and financial reporting and reconciliations with high volume transaction processing. She has managed accounting teams which consistently meet the client's objectives, deadlines and performance measures by providing timely and accurate financial reporting and reconciliations. Her expertise in finance and accounting has been integral in the development and implementation of back office systems for the tolling industry.

Darla has 35 years accounting experience in both public and private industries. In her previous roles, she oversaw all aspects of finance and accounting including financial statement preparation and reporting, financial analysis, budgeting, cash, asset and risk management, internal audits, cost accounting, standardization of process and procedures, and MRP/accounting systems implementations. During her service in public accounting, she demonstrated extensive proficiency in financial statement preparation related to audits, reviews, and compilations, tax preparation and planning, internal control review and assessment and preparation of governmental reporting forms under tight deadlines.

Central Texas Regional Mobility Authority (CTRMNA), Pay By Mail, Violations Processing, Collections and Customer Services, Austin, TX: Vice President Finance and Accounting. Darla served as a team member during the Implementation and Ramp Up Phases for the project. She was responsible for reviewing BOS system finance module development including chart of accounts and transaction types, establishing banking, merchant services provider (MSP) and lockbox services, overseeing the development of standard operating procedures, and recruiting and training staff. During the Operations Phase, she oversaw project accounting including detailed weekly remittance of funds for each roadway to the agencies and coordinated and oversaw project internal and external audits including SOC 1 Type 2 audit. The project included the implementation and maintenance of back office system and customer service center operations including pay by mail, violations processing, collections and customer services for CTRMA and North East Texas Regional Mobility Authority (NETRMA) roadways.

Orange County Transportation Authority (OCTA), 405 Express Lanes Back Office System (BOS) and Customer Service Center (CSC), Orange County, CA: Finance Manager. Darla currently is serving as a key team member during the Implementation Phase for the project. She is responsible for reviewing BOS system design,

Darla Casby, CPA (Continued)

providing user testing oversight, ensuring proper recording of financial transactions for accurate reporting and reconciliations, developing project standard operating procedures including internal controls, coordinating and overseeing SOC readiness review and SOC 1 Type 2 audit, and staff recruitment and training. WSP to implement and provide BOS and CSC operations for OCTA for the newly constructed 405 Express Lanes anticipated to be completed in Q4 2023.

Orange County Transportation Authority and Riverside County Transportation Commission (RCTC), Customer Service Center Operations, Orange County and Riverside County, California: Vice President Finance and Accounting. Darla oversaw project accounting including monthly invoicing to the agencies and coordinated and oversaw the SOC 1 Type 2 audit. She also provided guidance and input related to back office system updates. The project responsibilities for the joint operation of the 18-mile 91 Express Lanes between OCTA and RCTC included revenue collection, customer accounts, violation enforcement, violations processing and incident management and response. The OCTA 91 Express Lanes and the RCTC 91 Express Lanes are independent enterprises and their finances are not commingled.

Orange County Transportation Authority and Riverside County Transportation Commission, Systems Integration and Implementation Contract (SIIC), Orange County and Riverside County, California: Vice President Finance and Accounting. Darla served as a team member during the implementation and ramp up phases for the project. She was responsible for reviewing BOS system design, providing user testing oversight, developing chart of accounts that resulted in separate or combined agency reporting, developing configurable transaction types for each agency, ensuring proper recording of financial transactions for accurate reporting and reconciliations, and overseeing the development of separate standard operating procedures for each agency. She also oversaw all project accounting including review of detailed monthly invoices to agency and from subcontractors. The system integration and implementation project added an 8-mile extension to the 91 Express Lanes into Riverside County ending at SR-91/ Interstate (I)-15 interchange in which tolling systems were established, back office system was developed and implemented, and the joint operations were launch for the 91 Express Lanes between OCTA and RCTC.

Orange County Transportation Authority, 91 Express Lanes Back Office System Development and Implementation, Orange County, California: Accounting Manager. Darla served as a team member in developing and implementing a back office system to replace OCTA's legacy system. With her assistance the BOS incorporated a finance module, which included a configurable chart of accounts, configurable transaction types, double entry accounting at the transaction type level, journal entries, account mapping, subsidiary ledger reporting, general ledger reporting, financial reporting and automated credit card reconciliation and reporting. She was also responsible for reviewing BOS system design, performing user testing, ensuring proper recording of financial transactions for accurate reporting and reconciliations, and updating project standard operating procedures. The project provided a new back office system for 91 Express Lanes to OCTA.

Orange County Transportation Authority, 91 Express Lanes Customer Service Center Operations, Orange County, California: Accounting Manager. Darla was responsible in overseeing all general accounting activities for the project including daily, weekly and monthly journal entries, reporting and reconciliations, inventory physical audits, interagency (IOP) invoicing and reconciliations, customer refunds, accounts payable and accounts receivable. Her duties also included standard operating procedures development including internal controls, coordination and oversight of internal and external audits including SOC 1 Type 2 audits, staff development and training.

Rebecca (Becca) McGovern

Marketing/Communications

HIGHLIGHTS

- Experienced graphic designer supporting transportation and toll agency programs, delivering branded visual communications, public outreach materials, and project exhibits for complex infrastructure initiatives
- Strong background in public outreach and stakeholder communications
- Former senior newsroom designer and design editor, with extensive experience producing high-quality layouts under tight deadlines

Firm: WSP

Years of Experience: 17
7 with current firm

Education:

BA, Television, Radio, and Film, Syracuse University

Rebecca is an experienced graphic designer located in WSP's Austin, Texas Office. Before joining WSP, she had a strong history of working in the graphic design and journalism industry. Becca is skilled in logo design, advertising, and branding and identity.

CTRMA, General Engineering Consulting Services, Austin, TX: WSP is providing services to support CTRMA in advancing five highway improvements projects.

- **CTRMA, State Highway 45 Southwest, Austin, TX:** Graphic Designer. Becca was responsible for leading the trail signage branding and assisting with content development for the innovative 45SW Toll Road. She was also responsible for coordinating the printing and placement of all the signs. WSP is providing program management services to the Central Texas Regional Mobility Authority for construction phased services on their State Highway 45 Southwest project. The project involves construction management and oversight activities. WSP is responsible for monitoring, auditing, reviewing, commenting, and reporting on the contractor's compliance with project requirements. Additional project management duties include preparing project reports and documents, documenting management, scheduling reviews, and providing general technical and construction support services.
- **CTRMA, US 183 and Toll Road 183A Phase 3 Extension, Austin, TX:** Graphic Designer. Becca was Responsible for designing more than 20 exhibits and deliverables for the open house and public hearing to inform the community of the future projects benefits and effects. WSP provided program management services to CTRMA for the 183A toll road extension, a 5-mile extension of the highly successful toll road, completing the original limits of the corridor. The corridor extends the toll facility from Leander to Liberty Hill, provides non-tolled frontage roads for local access, accommodates adjacent development plans, and includes connections to non-motorized facilities. The firm also provided project oversight, supplemental preliminary, environmental, design consultant procurement, design consultant management and oversight, construction inspection consultant procurement, and construction procurement support services.

Gatehouse Media Design Center, Austin, TX: Deputy design editor for this company. Becca was responsible for designing news A1 and jump pages on a tight deadline, including selecting photos and writing and editing display copy; designing features sections, predominantly

Rebecca (Becca) McGovern (Continued)

arts, and travel; designing Sunday centerpieces and spreads; working extensively with editors, reporters, and photographers from idea to final product; conceiving and executing typographical treatments, alternative story formats, and/or illustrations (particularly when lead photography fell through or was unavailable); handling large volumes of nightly cutout requests; working on enterprise stories, including concepting and executing series' branding; and advising other designers with their designs and problem-solving.

The Daily Orange, Syracuse, NY: Presentation director for the newspaper. Becca's responsibilities included planning and designing newspaper fronts, special sections, special issues, graphic illustrations, branding, and infographics; training and managing a team of seven designers; conducting nightly meetings with designers and management; and planning designs with head editors of three sections, and as well as acting as a liaison between visual and editorial departments.

The Victoria Advocate, Victoria, TX: Page designer for this company. Becca's responsibilities included designing news and sports sections on a daily basis, including A1 pages and sports covers on a tight deadline; choosing the best art for packages from staff photographers and wire services; designing pages for weekly features sections in addition to daily duties; using Advocate CMS to post stories online; ensuring sure photos, breakouts, links, and embedded media objects were attached and unbroken; proofreading pages for errors before they were sent to press; and copy editing articles for grammar and AP Style formatting.

Total Advertising, Syracuse, NY: Graphic design intern for this company. Becca's responsibilities included designing posters, flyers, coupons, logos, and other advertisements for print; designing website panels and advertisements for the web; writing copy for advertisements designed; and managing social media accounts for clients, including composing and scheduling multiple daily Facebook posts.

Frank Perry

Connected Vehicle Technology

HIGHLIGHTS

- Over 20 years' experience designing, deploying, and testing V2X systems
- Over 20 years' experience developing V2X Standards
- Test lead for the Maricopa County V2X Acceleration Grant
- Test Lead for Smart Columbus, OH
- PM for Connected Vehicle-Pooled Fund Study (CV-PFS) Connected Intersection Project
- PM for CV-PFS Connected Intersection Message Monitoring System (CIMMS)

Firm: WSP

Years of Experience: 33
8 with current firm

Education:
MS, Engineering Management, University of Detriot Mercy

BS, Electronic Engineering Technology, University of Toledo

Professional Memberships:
OmniAir Consortium Board of Directors

Society of Automotive Engineers: Connected Vehicle Technical Committee Member

Institute of Electrical & Electronic Engineers: 1609 Working Group Member

Frank has 30 years of Systems Engineering and program management experience, including 20 years deploying, integrating, testing, and operating vehicle-to-everything (V2X) systems. Frank led the deployment, integration, testing, and operations of the original US Department of Transportation (USDOT) V2X Testbed in Michigan, V2X device interoperability testing for the USDOT Safety Pilot Model Deployment project, led the deployment, integration, testing, and operations of the MnDOT Smart Corridor, and system verification for the Smart Columbus V2X Environment. He is currently the PM for several Connected Vehicle-Pool Fund Study (CV-PFS) Projects and the Test and Readiness lead for the Maricopa County and Utah DOT USDOT V2X Accelerator Grants. Frank is a V2X Subject Matter Expert in several other projects for the Michigan DOT, Ohio DOT, and Tennessee DOT. He has been part of SAE and the Institute of Electrical and Electronics Engineers (IEEE) V2X standards development since 2004 and is an executive member of the OmniAir Consortium Board of Directors, driving the policy, processes, and procedures for testing and certifying direct V2X and V2X Tolling devices and systems.

Maricopa County, Connected Vehicle Acceleration Zone (CVAZ); V2X Accelerator Grant, AZ: Test lead and systems engineering support for transit and freight signal priority, emergency vehicle preemption, and vulnerable road user V2X applications. Frank assisted with the development of the winning Grant application, including developing schedule and budget.

Utah DOT, Connecting the West (CTW); V2X Accelerator Grant, UT: Leading development of the Data Management Plan and supporting testing of transit signal priority, work zone warning and vulnerable road user applications.

University of Virginia, Pooled Fund Study, Connected Intersection Project, Marysville, GA, UT, OH: Project manager testing support for verifying V2X roadside units (RSU) conform to ITE Connected Intersections Implementation Guide 4501.Corridors were tested in Georgia, Utah, and Ohio. Frank was also the SCMS Manger liaison for the project, representing the Pooled Fund Study Panel's interest related to V2X Security requirements.

University of Virginia, Pooled Fund Study-Connected Intersection Message Monitor Project, Charlottesville, VA: Project manager and system requirements and testing support for a prototype software system designed to assess V2X Signal Phase and Timing (SPaT) and MAP messages for conformance to the ITE Connected Intersections Implementation Guide 4501, assess SPaT

Frank Perry (Continued)

and MAP messages related to traffic signal status and roadway geometry utilizing V2X Basic Safety Messages (BSM) broadcast by vehicles, and notifying the system operator if an anomaly is detected.

University of Virginia, Pooled Fund Study-Connected Vehicle Procurement Documentation Project, Charlottesville, VA: Project manager for the development of Connected Vehicle Procurement documentation for use by agencies to purchase the hardware and services that meet interoperability requirements detailed in SAE V2X standards.

Ohio Department of Transportation (ODOT), US33 Smart Corridor RSU Integrator, Columbus, OH: Test lead supporting the test and verification of ~60 V2X roadside units broadcasting SPaT, Map, Signal Request Messages (SRM), Signal Status Messages (SSM), Traveler Information Messages (TIM), and Radio Technical Commission for Maritime (RTCM) messages.

Ohio Department of Transportation (ODOT), US33 Smart Corridor OBU Integrator, Columbus, OH: Project manager and test lead, supporting the test and verification of ~200 V2X vehicle On-Board Units supporting Red Light Violation Warning, Work Zone Warning, and Traveler Information warning applications.

City of Marysville, OBU Integrator, Marysville, OH: Project manager and test lead, supporting the test and verification of ~400 V2X vehicle On-Board Units supporting Red Light Violation Warning, Work Zone Warning, and Traveler Information warning applications.

City of Columbus, Smart Cities Program, Columbus, OH: Test lead supporting the test and verification of ~100 V2X roadside units, and Econolite and Siemens traffic signal controllers in support of transit signal priority (TSP), red light violation warning (RLVW) reduced speed warnings (RSW), forward collision warning (FCW), electronic emergency brake light warning (EEBL), blind spot warning (BSW), and other CV applications.

City of Frisco, DSRC Implementation White Paper, Frisco, TX: Principal investigator for the development of a White Paper describing high level operational concepts, infrastructure requirements and architecture, vehicle requirements, and areas that likely need development for selected V2X applications.

MnDOT, Connected Corridor, Minneapolis, MN: Project manager design and systems integration lead for 22-intersection V2X deployment. The corridor includes signal phase and timing (SPaT) and MAP messages for Econolite and Intelight Signal Controllers, signal priority, for Intelight signal controllers, Roadside Unit system operation and maintenance, connected vehicle data collection and storage, and integration of RSUs into the MnDOT Security Credential Management System (SCMS).

Christopher Toth, PhD, PE

Connected Vehicle Technology

HIGHLIGHTS

- 12 years of experience engineering, integrating, and testing V2X technologies
- Lead systems engineering documentation for federally funded V2X deployments (e.g. Connected Vehicle Acceleration Zone, Smart Columbus Connected Vehicle Environment, US-33 Smart Mobility Corridor) resulting in deployment at 1000+ intersection/roadside locations, and 2000+ vehicles, leveraging direct and network V2X technologies
- Advanced national V2X interoperability through the CV Pooled Fund Study by engineering the Connected Intersections Message Monitoring System and using SPaT, MAP, and BSM data to evaluate CTI 4501 compliance

Firm: WSP

Years of Experience: 12
9 with current firm

Professional Qualifications:
Professional Engineer: OH (86174)

Education:
Phd, Philosophy, Georgia Institute of Technology 2014

Dr. Toth has six years of experience in transportation systems operations, connected vehicles, managed lanes, and driver behavior. He has contributed to these projects by developing case studies, reviewing capabilities of existing technologies/practices, applying systems engineering principles and utilizing programming and statistical skillsets to produce practical smart cities concepts, connected vehicle deployment solutions, and further the development of data-based traffic management strategies. His familiarity with the Architecture Reference for Cooperative and Intelligent Transportation (ARC-IT) resources/tools, and involvement in connected vehicle deployment tasks uniquely qualifies him to provide a structured and practical perspective on the deployment of a connected vehicle environment.

Minnesota Department of Transportation Connected Corridor Program, Minneapolis, MN: Utilizes his background in connected vehicle (CV) systems and data processing to support the design for CV technology that will be deployed on TH-55 in Minnesota. CV technology will support the broadcast of signal phasing and timing (SPaT) and MAP data which will enable applications (such as snowplow signal priority) that address local issues and position the Minnesota Department of Transportation to leverage large amounts of data that are expected to result from the proliferation of CV-enabled private vehicles. Chris will support the development of a CV data governance plan, concept of operations, and system requirements and engage in stakeholder outreach that will guide these documents. WSP is designing and delivering a connected vehicle pilot corridor deployment for the National Operations Center for Excellence Signal Phase and Timing Challenge project.

City of Columbus Smart Cities Program, Columbus, OH: Employs his understanding of connected vehicle architecture and connected vehicle standards to support systems engineering tasks associated with the Smart Columbus program. He is currently developing user needs, scenarios, and requirements that support the implementation of the connected vehicle environment and connected electric automated vehicle projects. Chris collaborates with project stakeholders to ensure the fulfillment of project objectives and successful deployment of smart city technology. He will support future systems engineering work on these projects including the development of interface control, system design and system test plans. WSP provided systems engineering and owner's representative for four Smart Columbus projects, including connected vehicles, connected electronic automated vehicles, smart street lighting, and transit pedestrian safety.

Christopher Toth, PhD, PE (Continued)

Atlanta I-85 HOV-to-HOT Conversion, Analysis of Vehicle and Person Throughput/ Impacts on Weaving and Effective Capacity, Atlanta, GA: Performed various studies regarding the operating characteristics of the high occupancy vehicle to high occupancy toll (HOV-to-HOT) conversion on I-85 in Atlanta. He assisted the research group in collection of and analysis of vehicle occupancy data to assess changes in person-throughput of the converted managed lane. He performed a major role in the weaving and effective capacity study for the I-85 HOV-to-HOT conversion. Chris has also investigated driver responses to varying tolls and freeway conditions. He created a program to process raw PeachPass data to examine relationship between HOT demand, toll and HOT speed. Output from the program was used to identify variables that affected HOT ingress demand, as well as egress location.

Coordination of Mobile Devices for Connected Vehicle Applications, Washington, DC: Provided technical expertise in the development of scenarios that utilize mobile devices for communication of personal safety messages and personal mobility messages. By writing a basic Android application that records sensor data and accesses Google mode detection APIs, he has assessed the current capabilities of mobile phone technologies to detect mode transitions, which may serve as a basis for determining whether personal safety messages are broadcast. He has also assisted in the development of the system requirements, experimental plan and site plan for the project, as well as a plan to verify that the system is functioning in accordance with the requirements.

Integrated Vehicle-to-Infrastructure Prototype (IVP), Washington, DC: The IVP Hub is a critical hardware component used to support safety, mobility, and environment-related connected vehicle applications that require an interface between vehicles, roadside equipment, and traffic management centers. Chris supported the testing and deployment of the IVP Hub in Osceola County, Florida by coordinating deployment activities between project stakeholders, troubleshooting issues that arose, and documenting lessons learned through the IVP deployment process. The final deployment guide and documentation promote the robustness of the IVP Hub deployment package for future deployments.

Next-Generation Advanced Traveler Information Precursor System (ATIS 2.0 Precursor System), Washington, DC: Utilized his technical background to develop use cases for the ATIS 2.0 precursor system. The project requires the capture of user-application interactions to make reliable predictions that will be useful for system managers. He has developed a data capture approach and data verification processes. Using Java and GIS, Chris has successfully utilized his transportation and programming background to make a preliminary assessment of the quality and capabilities of these very large datasets. Furthermore, he has developed a prototype system using Java programming language that demonstrates the feasibility of transforming raw data into outputs that are utilized by the system manager and has developed a field test concept summary that supports an experimental design and shows the expected primary impacts of the operational ATIS 2.0 Precursor System.

Ohio 21st Century Transportation Priorities Task Force, Columbus, OH: Assisted an Ohio Department of Transportation (ODOT) task force in developing improved methods to evaluate and fund transportation projects in the State of Ohio including multimodal initiatives as barge to rail. He also worked with deputy directors and upper-level staff to identify and prioritize shovel-ready projects throughout the state to take advantage of stimulus funds under ARRA.

Road Weather Performance Management, Washington, DC: Provided support toward the analysis of CAN bus data to assess the relationship between wheel rotation rates and roadway surface conditions. On this project, he utilized his data analysis skills, as well as his geospatial processing skills to calculate and map the relevant data items.

Brian Reed

Mobility Solutions, Software Development

HIGHLIGHTS

- Led and developed security posture for Ann Arbor - Smart Intersections project and SS4A project
- Led and developed cybersecurity tools implementation, logging, audit, automated vulnerability assessments
- Led and developed ML/ neural network data analytics, fusion and ML model across datasets to predict crashes
- Led and developed Data Management plan and Governance plan - data source discovery, review, audit, QA assessment, geodatabase design

Firm: WSP

Years of Experience: 32
25 with current firm

Education:
BS, Engineering Science/ Management Information Systems, Loyola College
BS, Civil Engineering, Drexel University

Professional Memberships:
OmniAir Consortium Member
Society of Automotive Engineers: Connected Vehicle Technical Committee Member
Institute of Electrical & Electronic Engineers: Working Group Member 1218, GNSS, SPaT/Map, Signal Controller

Brian is a certified project manager, senior systems engineer, and senior technical principal with WSP. He has an extensive background in managing multiple complex projects that involve geospatial services, systems engineering/systems development lifecycle, Agile/bespoke software development, information management lifecycles, data transformation for a wide range of infrastructure clients. His qualifications include system, network, and software engineering; Intelligent Transportation Systems (ITS), Safe Streets for All (SS4A) advanced sensors/devices, IoT devices, data analytics, and systems integration, Connected/ Automated Vehicle device testing, data analytics/fusion, system design and integration, configuration, deployment, operations, system architecture, information technology (IT), including extensive experience in enterprise IT management, data analysis, management, database management systems, and Enterprise Geographic Information Systems, GIS Strategy, Planning and Operations.

THEA, Performance Based Planning, Analysis and Assessment and Tool Development, Tampa, FL: Technical lead of the data analytics, supporting development of the PBP methodologic assessment evaluation processes for the first time. Brian also supported the and lead the tool development, design and implementation as well as the integration and evaluation of multiple data sources and integration of the toolkit into ArcGIS GeoHub for the Agency.

THEA, Data Governance and Management Plan, Tampa, FL: Technical lead to support the development and implementation of the Agencies' Data Governance and Management Plan. Brian coordinated and worked closely with Agency Stakeholders to identify, gather and assess key needs and requirements. Additionally, he developed a five-year roadmap implementation strategy including evaluating BIM, GIS, cybersecurity, and data management framework as part of the plan.

USDOT /City of Ann Arbor, Safe Streets for All, Ann Arbor, MI: Technical lead for supporting the signalized intersection camera systems evaluation, device installation evaluation, led the security implementation and led the Machine Learning Software tools installations, containerization, network, server configuration and setup, implementation and security operations for the Near Miss crash tools with integration of the existing Gridsmart cameras for over 50 sites.

USDOT, ATTAIN Grant Project for Ann Arbor Connected Vehicle Environment 2.0, Ann Arbor, MI: Project manager and technical

Brian Reed (Continued)

lead for the Concept of Operation as well as the Requirements gathering processes. Brian led the development, integration, and security implementation posture, including the Mitre Security Automation Framework and Security Technical Implementation Guidelines for the IT, ITS and CV environment and operations. He led the Roadside Unit configuration, deployment, integration and big data analytics and custom tooling for Mobile LIDAR Map message automation and deployment. As part of the project implementation for over 70 intersections he led Safety, Vision Zero and TSMO improvements, from assessment through implementation including the Signal Phase and Timing (testing, integration, verification, monitoring per intersection, SAE 4501 – and Red Light Violation Warning (safety application for signalized intersections and vulnerable road users), and Real Time Correction Message tools and integration, CIMMs integration, SDLC sniffer-big data analytics, with Advanced Traffic Signal Performance Measures data analytics and crash/timing optimizations with Yunex/ Siemens M60 and Econolite Cobalt Advanced Traffic Controllers.

USDOT/UMTRI, Smart Intersection Project, Ann Arbor, MI: Senior technical lead for the installation, security and cybersecurity tool design, integration and implementation, including advanced sensor evaluations/ testing, procurement, installation, integration of Derq (Axis camera systems), Ouster (Blue City) LIDAR sensors, integration with existing Gridsmart 360-degree fisheye testing and calibration. These sensors and real time data were leveraged to enable safety detection, improvement, near-miss accidents within the infrastructure environment (Vulnerable Road User identification, detection, classification, and message alert encoding) as key inputs to the Cooperative Perception environment (including SAE J2735, J3258, and J3224 messages). This environment in conjunction with Roadside Units, radio broadcast alerts were generated by Machine Learning and Deep Learning tools running on containerized edge compute compute and centralized server hardware utilizing advanced compute and graphic processing units to perform real time analytics within the roadway network for 21 deployed, managed, maintained, and operational sites.

THEA, Capital Plan Management Program tool, Tampa, FL: Task manager and technical lead to support the development and implementation of the Agency-wide for the development, operations, and reporting measures integration of the Capital Plan Management Program (CPMP) enterprise database and web services custom software. Brian led the custom software development and integration between the Capital Program Management Plan tools, ESRI GIS tools, GeoHub as well as the custom data conversion into OpenGov with THEA key stakeholders.

THEA, Strategic Plan and KPI data analytics tools, Tampa, FL: Technical lead to support the development and implementation of the Agency-wide Strategic Plan and Key Performance Indicators (KPI) measures from each of the nine Departments reporting to the General Manager/ Executive Director and Board. Brian led the custom software development and integration between the Capital Program Management Plan tools and the monthly/daily data analytics and computation analytics for specific KPIs and dashboard visualization.

Crash Avoidance Metrics Partnership (CAMP), Connected-Automated Vehicle High Accuracy Map Validation and Verification, MI:. Project manager and technical lead for high accuracy Map message data collection, verification, testing, custom software tooling and Map automation processes. Brian led first in nation processes, GPS position corrections in conjunction with Mobile LIDAR platform 3D and 360 degree photographic data collection, processing, automation, extraction, encoding and validation tools processing which leveraged big data analytics and customization. WSP led by Brian, developed and released the first high accuracy Map encoding tool process for infrastructure clients to license and use.

Todd Teuscher, LEED AP

Software Update Point (SUP)

HIGHLIGHTS

- Senior landscape architect with deep transportation corridor experience, leading aesthetic, streetscape, and right-of-way design for highways, interchanges, shared-use paths, and multimodal facilities
- Specialist in corridor identity and constructible aesthetic design, translating community context into themed graphics, planting, lighting, paving, walls, and wayfinding supported by detailed construction documents and specifications
- Strong focus on sustainability and context-sensitive solutions, integrating environmental enhancements into large-scale infrastructure projects

Firm: WSP

Years of Experience: 37
22 with current firm

Professional Qualifications:
LEED Accredited Professional

Education:
Bachelor's Degree, Landscape Arch, Kansas State University, 1989

Todd Teuscher is a senior landscape architect with extensive experience in master planning, urban design, streetscape design, site design, specialty detailing, recreation planning, pollinator habitat design, and landscape design. His responsibilities include preparing master plans, graphics, site designs, construction documents, design analysis reports, and development guidelines for various landscape architectural projects.

CTRMA US 183 Bergstrom Expressway Corridor Aesthetics Design, Austin, TX: Landscape architect responsible for the design of eight miles of right-of-way planting. The design tasks include detailing of wall and structure aesthetics, layout and construction detailing of a shared use path, trail heads, trail head parks, rest areas, and connections to sidewalks and pedestrian overpass bridges. The landscape design represents the regional landscape character by using native, drought tolerant plant species in planting arrangements, transitioning from native and naturalized masses along the shared use path to more formal arrangements at intersections, rest areas, trail head parks, and connections to pedestrian facilities. WSP provided design services to U.S. 183 in East Austin. The expressway served as a gateway to Austin-Bergstrom International Airport and as a bypass to I-35. It reduced travel times and improved mobility for commuters, local drivers, and people who prefer to use public transit, ride their bikes, and walk. The project was a new tolled expressway with three lanes in each direction along an 8-mile section of U.S. 183 between U.S. 290 and SR 71.

TxDOT Dallas-Fort Worth Connector Design-Build, Fort Worth, TX: Landscape architect responsible for quality control of the landscape design, as well as construction detailing and specific design of landscape feature elements along the Dallas-Fort Worth Connector. The landscape design, detailing, and irrigation design for the corridor and interchanges was accomplished on 135 drawings. WSP provided lead design engineering services to TxDOT.

City of Lewisville I-35E Aesthetic Improvements, Farmers Branch, TX: Landscape architect responsible for preparation of construction documents for the interchange and multi-use trail at Farm to Market 407 and Interstate 35E. The construction documents incorporated portions of the themed design concepts previously prepared for this portion of the 8-mile design corridor. They included design detailing of a 15-foot by 60-foot custom wall graphics of Lake fish and wildlife scenes, a 30-foot four-sided banner poles, pedestrian scale lighting, raised planters, colored concrete wave pattern trail pavement, barrier walls, and wayfinding signage. WSP provided design services for aesthetic improvements made to a cross-street

Todd Teuscher, LEED AP (Continued)

interchange in Lewisville. WSP also reviewed the aesthetic components of the design plans that pertained to conformance with the City of Lewisville I-35E Corridor Identity Plan prepared by WSP in 2012.

City of Lewisville I-35 Corridor Aesthetic Design, Lewisville, TX: Landscape architect for development of an 8-mile interstate highway corridor identity plan passing through the City of Lewisville. Todd prepared themed bridge and wall graphics and custom lighting, barrier, paving, and site furnishings to express the Parks, Old Town, and Lake area context of the community. The design included typical interchange and highway planting treatments and preparation of detailed cost estimates for all proposed enhancements. WSP provided aesthetic design services for the I-35 Corridor in Lewisville.

Dallas Horseshoe Link Design, Dallas, TX: Landscape architect responsible for preparing aesthetic and structural construction documents. The assignment includes detailing and preparing specifications for aesthetic treatments and painting of bridge structures, signage towers, sign structures, barriers, and retaining wall structure. WSP provided design services for Horseshoe. The project included roadways, bridges, retaining walls, and drainage; geotechnical engineering; and maintenance of traffic planning for the 2.5-mile-long interchange along I-30 and I-35 to downtown Dallas. The project involved the construction of 6 miles of new roadway. The scope also included the construction of more than 73 lane miles of new roadway, 37 conventional bridges, more than 60 retaining walls, and two signature steel suspended arch bridges.

City of Rockwall State Highway 205 Aesthetic Treatments, Rockwall, TX: Landscape architect responsible for bridge structure, abutment, and retaining wall aesthetic design enhancements. The aesthetic design effort, including completion of construction documents, was completed within a three-month time period. WSP provided design services to the city of Rockwall for the relocation of utilities along State Highway 205. The project was coordinated with the city, the TxDOT, and other utility companies to provide water main and wastewater plan-profile sheets and as-built drawings to supplement City of Rockwall standard details.

IDOT Illiana Highway Phase 1 Study, Merrillville, IL: Landscape architect responsible for developing sustainability and context sensitive solutions design for the 46-mile corridor connection. The context sensitive solutions plan blends the highway into the landscape with native grass and woodland restorations; creation of numerous wildlife corridor under-pass connections; and site grading to create naturalized undulating land forms, wetland restorations, planted stormwater swales, and micro-riparian habitat. WSP provided planning services to prepare NEPA-compliant Tier 1 and Tier 2 EISs for the Illiana Corridor, a 50-mile access-controlled highway developed in partnership with IDOT and INDOT. The highway, implemented by a public-private partnership, would connect I-55 in Illinois with I-65 in Indiana. This project included coordination between Illinois and Indiana through a joint memorandum using a fast-track delivery. The Tier 2 EIS team was tasked with refining the preferred corridor from the Tier 1 FEIS and ROD. Multiple alternatives within the preferred corridor were identified, designed, and carried forward for analysis within the Tier 2 EIS. The preliminary contract documents were also prepared to support a future public-private partnership.

East Otay Mesa Border Crossing Financial Consulting, Solano Beach, CA: Landscape architect responsible for conceptual design, which accommodated vehicular, bicycle, and pedestrian circulation through the required screening stations. The design also included the layout of buildings and infrastructure for the facility storage, maintenance, detailed screening, offices, and welcome/processing center needs. WSP evaluated the feasibility of developing the East Otay Mesa Border Crossing. A cost estimate was developed to determine a rough order of magnitude cost for the port.

Doug Burnett

Intelligent Transportation Systems

HIGHLIGHTS

- 10 years' experience leading design of TxDOT ITS projects to include communication networks, monitoring and detection devices, and information dissemination devices
- Developed TxDOT ITS Design Manual Chapter 6 Design Criteria
- Designed wrong way detection devices along NTTA Chisholm Trail Parkway to improve safety

Firm: WSP

Years of Experience: 11
11 with current firm

Education:
BS, Civil Engineering, University of Texas at Arlington, 2016

Doug is a lead professional for systems engineering with experience in transportation engineering, planning, and operations. He has designed intelligent transportation system infrastructure, signing and pavement markings, traffic signals, and roadway lighting. Doug has worked on various projects, including wrong-way driver detection designs, illumination design, large overhead sign design, small signs and pavement marking design, ADA pedestrian ramp design, schematic and environmental, traffic signal timing, corridor studies, and technical publication development. He has coordinated with TxDOT and municipal engineers, prepared final deliverables to clients, prepared construction cost estimates, and performed quality control. Doug has developed internal various standard operating procedures to enhance productivity and create consistency within project teams. These SOPs include Bluebeam Quality Control review procedures, CAD Manual of Instruction, file naming conventions, and ProjectWise implementation procedures. He is proficient in several programs including Power GEOPAK, MicroStation, AutoCAD, GuideSIGN, Syncro, Bluebeam, and AutoTURN.

TxDOT, I-35 Capital Express Central Downtown Reconstruction, Austin, TX: Traffic design engineer developed plans, specifications, and construction drawings for traffic elements for the full reconstruction and expansion of a 12-mile segment of I-35 East and U.S. 67 south of downtown Dallas. Doug developed complete design packages for overhead signing for main lanes and reversible express lanes with aesthetic design elements. Doug coordinated and managed the development of the concrete aesthetic structural design and the design of the drilled shaft foundations to sustain the custom sign loads with the specific soil mechanics at the sign location. He also served as the large overhead sign task lead. WSP is supporting the TxDOT Austin District by developing the detailed design for the I-35 Capital Express Central Project from south of Holly Street and Lady Bird Lake to U.S. 290 and SR 71 in Travis County. The scope includes roadway and bridge design preparation, hydrologic and hydraulic design, traffic signal design, traffic management system design, and geotechnical engineering work. There are multiple bridge structures, including overpasses at Riverside and Woodland, an elevated wishbone for the managed lanes, a braided ramp on the southbound frontage road, and multiple structures over Lady Bird Lake.

TxDOT, I-40 Amarillo Bridge Replacements, Amarillo, TX: Assistant traffic engineer for the 4-mile segment of bridge replacements and miscellaneous construction. The

Doug Burnett (Continued)

improvements included the replacement of bridges, modifying approaches and ramps, drainage, retaining walls, concrete traffic barriers, illumination, signs, and pavement markings. The design efforts included new signs accommodating relocated ramps, illumination on concrete traffic barriers, new traffic signal controller cabinet placement, and relocated wireless CCTV and dynamic message signs. The complete construction drawings included a large guide sign layout, large guide sign details, large guide sign structure details, illumination layout, traffic signal conduit layout, and ITS layout.

TxDOT, Parmer Lane I-35 Improvements, Austin, TX: Assistant traffic engineer for diverging diamond intersection and roadway improvements. The ITS design efforts included the installation of a complete fiber optic communications system connecting existing CCTV cameras; dynamic message signs, radar vehicle sensing devices, weather stations, and communications hubs while maintaining continuous ITS activity during construction. The complete construction drawings included ITS layout, ITS equipment details, communications block diagrams, and ITS elevation details.

City of Plano, Intersection Improvement, Plano, TX: Traffic engineer for modifications to existing traffic signals as part of intersection improvements to remove split intersections and add dual left and right turn lanes. Doug's design efforts included pavement markings per TxDOT and the City of Plano standards, traffic signal plan and phasing for expanded single intersections, illumination along state and city-owned roadways, and sign placement. The complete construction drawings included traffic signal layout, equipment schedules, pole elevations, conduit and conductor schedules, traffic signal details for new poles and mast arms for expanded intersection, pavement marking layout, signing layout, sign details, and illumination layout.

TxDOT, I-40 Amarillo Bridge Replacements, Amarillo, TX: Assistant traffic engineer for the 4-mile segment of bridge replacements and miscellaneous construction. The improvements included the replacement of bridges, modifying approaches and ramps, drainage, retaining walls, concrete traffic barriers, illumination, signs, and pavement markings. The design efforts included new signs accommodating relocated ramps, illumination on concrete traffic barriers, new traffic signal controller cabinet placement, and relocated wireless CCTV and dynamic message signs. The complete construction drawings included a large guide sign layout, large guide sign details, large guide sign structure details, illumination layout, traffic signal conduit layout, and ITS layout.

Town of Flower Mound, FM 2499 Over Gerault Road Modifications, Flower Mound, TX: Traffic engineer for modifications to the existing traffic signal as part of a roadway improvements project that included the construction of Additional intersections, approaches, and drainage improvements in suburban Dallas and Fort Worth areas. The complete construction drawings included traffic signal layout, equipment schedules, pole elevations, conduit, and conductor schedules.

TxDOT, Houston Metro Uptown T-Ramp Improvements, Houston, TX: Assistant traffic engineer for grade-separated interchange improvements. The improvements included roadway, bridges, illumination, signing, pavement marking, and drainage. The design efforts included sign placement for reversible lanes to accommodate bus travel to and from Uptown Transit Center, pavement markings per TxDOT standards for reversible lanes, and under-bridge illumination. The complete construction drawings included signing layout, signing details, structure details, pavement marking layout, and illumination layout.

Prashant Pachore, PE

Intelligent Transportation Systems

HIGHLIGHTS

- Knowledgeable of CTRMA's toll operations from work on 183 N DB
- Worked on toll and non-toll ITS projects in Austin, Dallas, Fort Worth, Houston, Abilene, San Angelo and Corpus Christi TxDOT districts
- Design and communication network for Toll ITS (VAB, ABG, Connecting ABG to signal system) and temp ITS

Firm: WSP

Years of Experience: 24
8 with current firm

Professional Qualifications:
Professional Engineer: AZ (46624), TX (121392)

Education:
MS, Civil Engineering, Clemson University

Prashant Pachore is a strong and innovative manager of people and projects, adept at bringing teams together to accomplish common goals. Prashant has 23+ years of traffic operation, analysis, and design experience delivering various types of traffic studies, PS&E, and DB projects. He has technical expertise in ITS, traffic operations, traffic engineering, and planning. Prashant has delivered plans for ITS toll and non-toll facilities, timing plans, traffic signals, railroad preemption, and illumination.

TxDOT CTRMA 183N DB: Prashant served as WSP's ITS lead and reviewed the temporary and permanent ITS plans for the DB submittals. As the owner's representative, Prashant attended weekly traffic technical working group meetings and provided feedback to resolve design challenges. Prashant reviewed the plans to make sure that continuous toll fiber was maintained by the designer along Loop 1 for all TCP phases of the project. He verified that all of the proposed CTRMA and TxDOT ITS systems were designed per the DB technical provision requirements. He reviewed the shop drawings and RFI responses and provided feedback.

BCTRA HOU (Expressway Phase II) and (BCTRA Fiber Extension from CR 58 to BW8/ Southwest Toll Plaza): Prashant as ITS lead for both the project is preparing PS&E per the HCTRA and TxDOT standards. For the Expressway Phase II project, the PS&E plan set includes two new toll gantries and design includes loop layout, tolling and electric service cabinets per HCTRA guidelines, identifying contractors and System Integrator (SI) responsibilities. A 288 SMFO toll cable will serve as backbone. The project also includes relocation design for the impacted TxDOT non toll 144 SMFO cable and ITS equipment. As part of the fiber extension project, Prashant is designing a new 288 SMFO to connect to the two existing toll gantries at Croix Rd and McHard Rd. The existing wireless cradle point systems will serve as back up once the new toll fiber is installed.

TxDOT Austin CapEx Central LBL segment: Prashant served as the ITS lead for this three-mile long project along IH 35. He designed for 144 SMFO backbone from the existing HUB at SH 71 north to the proposed HUB at Sunnyvale St and north of the Lady Bird Lake (LBL) bridge on both sides of IH 35. He designed the ITS duct bank from Oltorf Avenue to the north across the LBL bridge to tie in with the next CapEx segment (Downtown). The project included ITS equipment such as a wrong-way detection system for two exit ramps, CCTV, RVSD, DMS, a weather station, and thermal detection for the LBL bridge structure pavement. For the fiber backbone system, Prashant followed the district's splicing, ITS ground box, and HUB

Prashant Pachore, PE (Continued)

tie-in requirements. For temporary ITS, the wireless system was designed to be maintained throughout the project. The direct line of sight was verified, and the existing ITS equipment was relocated to timber poles. Prashant coordinated and scheduled a meeting to discuss the TxDOT Austin District's concerns about the absence of an official Inter-Governmental Agreement (IGA) with the City of Austin regarding the shared duct bank conduit. The District and City, as part of the Ladybird Lake project, agreed to prepare an IGA that can be used for all of the CapEx segments.

TxDOT Houston IH 69/US 59 SH 288 NHHIP 3B: Prashant, in the role of ITS lead, designed the temporary and permanent ITS plans communication diagram for the first segment of the NHHIP project under construction. The Houston District required continuous fiber connectivity to Tran Star for non-toll equipment and the toll network from SH 288 during construction. The project area includes three HUB buildings located within project limits, plus tie-in to HUB buildings on both ends of IH 69. Prashant designed the permanent ITS layout for HUB buildings, conduit, ITS poles, ITS equipment (CCTV, DMS, RVSD, Bluetooth, and TRDMS), ground boxes, and service to work with the TCP phases and temporary ITS fiber, ensuring the system remains operational. Temporary ITS plans were prepared for each phase and stage.

TxDOT Dallas I-35E Lewisville: Prashant, as traffic lead, completed the PS&E submittal for this project and is currently under construction. As part of ITS improvements, Prashant designed the ITS infrastructure for toll and non-toll facilities. The toll improvements included preparing temporary ITS plans to maintain the existing critical toll facilities through construction. Prashant for permanent toll plans coordinated with the system integrator for the location of the gantry toll equipment and with the TxDOT toll operations division and district traffic group to finalize the 72 SMFO toll backbone and tie-in with VAB, ABG's, and toll rate DMS. Prashant for the non-toll TxDOT system installed CCTV, RVSD, and DMS along with a 144 SMFO backbone with the ITS duct bank.

TXDOT ABL IH 20 Rest Area Truck Management System: Prashant, as ITS task lead, delivered the PS&E set for the truck management system project. TxDOT ITS architect for the rest area Truck Management System (TMS), system is not defined and this was one of two pilot projects under design. Prashant was proactive and coordinated with TxDOT Abilene District, FW Transvision, Lonestar operator SWRI to document the roles and responsibilities of each party involved. The truck parking occupancy was obtained through ingress and egress loop detectors. SWRI transferred software to process the detector data from Florida DOT to TxDOT Lonestar. Lonestar provided an interface for Abilene District to rectify the parking data through the CCTV mounted in the parking lot.

City of Frisco Water Tower Wireless Communication: Prashant as PM for the project developed the bill of materials (BOM) and cabinet configuration for a new PGA Parkway Water Tower fixed wireless communication. The City utilizes a wireless communications network to support traffic signal and ITS operations where a fiber backbone is not available. The project scope also included procurement support for a new communications cabinet and associated equipment. WSP coordinated with the vendor for AC to DC power supply, PDUs, Switches, battery backup, and PTZ cameras. Prashant coordinated with Cambium Networks to confirm compatibility of the proposed 850C PTP and 450V PMP with existing 820C PTP radio equipment based on the City's existing system and verified the new 6 GHz FCC frequency and license requirements. Prashant prepared a wireless schematic and rack layout diagram defining equipment connectivity, power distribution, and cabinet organization. He designed the cabinet equipment power demand, including radios and auxiliary devices, and service breakers. These deliverables established a standardized cabinet configuration for future City deployments.

AKM Abir, PE, PTOE

Software Development

HIGHLIGHTS

- Transportation planner and traffic engineer with 10+ years delivering corridor planning, feasibility studies, traffic operations analysis, travel demand modeling, IAJRs, and toll and revenue studies for state DOTs, MPOs, and toll authorities
- Advanced practitioner of traffic modeling and simulation on large-scale corridor analyses and operational evaluations
- Leader in transportation data analytics and automation

Firm: WSP

Years of Experience: 12
2 with current firm

Professional Qualifications:
Professional Engineer TX (135482)
Professional Traffic Operations Engineer TX (5420)
Professional Transportation Planner (883)

Education:
Master's Degree, Data Science, University of Texas at Austin, 2025
Master's Degree, Civil Engineering, Texas A&M University, 2016
Bachelor's Degree, Civil Engineering, 2011

A K M Abir has over ten years of experience in transportation planning and traffic engineering projects. His technical expertise includes corridor planning, feasibility studies, travel demand modeling, traffic simulation, traffic operational analysis, interstate access justification reports (IAJRs), toll and revenue studies, and big data analytics and visualization. Abir has consistently demonstrated proficiency in using advanced traffic engineering software tools such as TransCAD, CUBE, VISSIM, TransModeler, Synchro, and SIDRA.

In addition, Abir has a strong background in data analytics and programming. Currently serving as task lead for the NTTA Data Analytics Support project. He is developing an AI model to identify opportunities for collecting unpaid tolls by utilizing customer and transaction data. He is also leading the development of the traffic projection lookahead list for TxDOT El Paso District, which integrates various data sources for traffic projections lookahead using advanced classification models that combine Natural Language Processing with Geographic Information Systems.

Prior to this, he worked as a Traffic Analyst on the I-35 Capital Express project, developing unsupervised machine learning models, particularly cluster analysis, in accordance with FHWA's Traffic Analysis Toolbox to calibrate and validate VISSIM models. He also managed extensive transaction databases for TxDOT's Toll and Revenue Monitoring Dashboard, created automated tools and developed machine learning models to improve revenue forecasting. As a Graduate Research Assistant, he analyzed transponder data on the Katy Freeway and developed machine-learning models to estimate commuter value time and reliability.

TxDOT TOD Toll and Revenue Monitoring Dashboard, TxDOT, TX: Task lead. Abir was responsible for maintaining and managing large databases containing over one hundred million toll transactions and revenue data collected on various TxDOT tollways. He developed procedures and tools to automate data processing and generated dashboards for key metrics of transactions or revenue on the tollways. Additionally, He developed machine learning models using anonymized transponder data to analyze travelers' behavior under various conditions, which helped calibrate forecast models for transactions and revenue.

Congestion Management Process Update Laredo and Webb County (LWCAMPO), and El Paso MPO (EPMPO) (US-WSP-31000785 and US0026107.9143), Texas: Task lead. Abir led the analysis phase of the Congestion Management Process (CMP)

AKM Abir, PE, PTOE (Continued)

for LWCAMPO and EPMPO, conducting a comprehensive evaluation of regional traffic patterns, peak hour volumes, and critical congestion corridors. His responsibilities included collecting and analyzing extensive travel time data to identify recurring and non-recurring bottlenecks and assess travel time reliability. He benchmarked current transportation conditions against historic trends, developed materials for stakeholder meetings and public outreach sessions to facilitate engagement, and gathered input on perceived congestion issues and potential solutions. Based on the CMP diagnosis, Abir formulated targeted mitigation strategies to enhance roadway capacity, optimize signal timings, and promote multimodal transportation options that manage congestion and increase travel time reliability throughout the LWCAMPO region.

NTTA Data Analytics Support (2024US315272), North Texas Tollway Authority, Dallas, TX: Task lead. Abir designed an AI-driven solution in Google BigQuery and Vertex AI to classify millions of customer accounts for reconciling overpayments and pinpointing high-balance unpaid dues. He built an incremental, automated pipeline that updates classifications without reprocessing the whole dataset, leveraging Gemini LLMs with vector indexing and a custom NTTA-specific knowledge-graph algorithm to accurately link related accounts. He also developed an intuitive analytics dashboard for non-technical users to provide operational insights and streamlining toll collection workflows.

El Paso Districtwide Traffic Engineering and Planning Studies (Contract No. 24-8SDP5011, Work Authorization No. 4), TxDOT El Paso District, TX: Task lead. Abir is leading the development of traffic projections to prioritize projects based on the requirements of TPP data requests, IAJR, intersection control evaluation, and potential air quality concerns. He integrated project data from various internal and external sources, including TxDOT Connect, TxDOT's internal SharePoint, and GIS features hosted by TxDOT and other entities. He developed classification models that combined Natural Language Processing (NLP) with Geographic Information Systems (GIS) to replicate the input of subject matter experts (SMEs) and assist with project prioritization. The models were deployed online and integrated with dashboards based on ArcGIS.

I-35 Capital Express IAJR (North, Central, South), TxDOT, Austin, TX: Traffic analyst. Abir developed a traffic volume forecast and simulation model using VISSIM for existing conditions and built alternatives to evaluate traffic operation for a 28-mile-long corridor. He developed reusable programming tools to analyze large amounts of data from various sources such as STARS II, CRIS, Streetlight, and INRIX. He applied unsupervised machine learning techniques, particularly cluster analysis, in accordance with FHWA's Traffic Analysis Toolbox to calibrate and validate VISSIM models.

H-GAC Safe Streets and Roads for All (SS4A) Safety Action Plan, Houston, TX: Task Lead. Abir led the technical analysis for the Local Safety Action Plans (SAP) developed for both the Gulf Coast Rail District (GCRD) and Houston METRO as part of the H-GAC regional safety initiative. For both local SAP, Abir performed comprehensive safety data analysis to identify high-injury and high-risk networks, integrating crash trends, stakeholder input, and operational data to recommend actionable, data-driven countermeasures. Additionally, Abir facilitated public engagement and supported the development of targeted strategies aligned with the Safe System Approach and Vision Zero objectives.

Lily Aung, PE

Tech Feasibility

HIGHLIGHTS

- Transportation engineer with 11+ years of experience delivering roadway schematic design, PS&E, detailed design, and 3D corridor modeling for complex highway and interchange projects
- Strong background across multiple delivery methods, including design-bid-build, design-build, and P3 procurement, with experience supporting contract document development, estimates, and owner's representative services
- Roadway and corridor design lead on major TxDOT programs, responsible for alignments, typical sections, interchanges, traffic control, drainage coordination, retaining walls, and bid-ready quantities and estimates

Firm: WSP

Years of Experience: 15
4 with current firm

Professional Qualifications:

Professional Engineer:
TX (125836)

Education:
MS, Civil Engineering, University of Teas at Austin

BS, Civil Engineering, University of Southern California

Lily is a professional engineer with more than 11 years of experience in the civil transportation sector. She has a versatile project development and professional services experience in areas including roadway schematic design; plans, specifications, and estimates; detailed design; 3D corridor modelling; transportation procurement including design-build, public-private partnerships, and traditional delivery; contract documents language review and analysis; construction estimates; and general engineering consultant program management support. Notable clients with whom Lily have worked include the Texas Department of Transportation, Army Corps of Engineers, the Central Texas Regional Mobility Authority, and other private clients. She is skilled with various types of software including Bentley OpenRoads Designer, Autodesk, AutoCAD, Civil 3D, BlueBeam Revu, Bentley ProjectWise, Autoturn, and Bentley PowerGeopak SS10.

IH 35 Capital Express Central – Lady Bird Lake, Plans, Specifications, and Estimate Services, Austin, TX: Lily served as the Deputy Project Manager and Roadway lead to provide detailed design services for the construction of IH35 in central Austin from Lady Bird Lake to US 290 / SH 71 for the Texas Department of Transportation. Project elements include roadway and bridge technical design, intersection design, illumination, safety improvements, landscaping and aesthetics, drainage, and more.

Bicycle and pedestrian mobility are a main project priority along with sensitive environmental and community commitments. A thoughtful significant trail network was created with the goal of providing bicycle pedestrian connectivity and accommodations along and through all roadway facilities. As part of the CapEx Central Lady Bird Lake project, continuous shared use paths were laid out and designed along the northbound frontage road and the southbound frontage road for the entire project limits, as well as along Riverside Drive. Notable shared use paths designed as part of the CapEx LBL project include two helix structures (similar to the Pfluger Pedestrian Bridge), a "pretzel" layout connecting to the Butler Trail, a standalone shared use path bridge crossing Lady Bird Lake, and the conversion of existing sidewalks to shared use paths south of Oltorf to US 290 to connect to CapEx South. Additionally, bike-friendly staircases were provided for grade separated shared use paths. All shared use paths on the project were designed meeting stringent technical geometric design criteria and PROWAG requirements.

Throughout the whole trail design process, which included developing an alternate concept for a deck park, WSP remained in close and frequent engagement with the City of Austin and neighborhood

Lily Aung, PE (Continued)

groups. The city was invited to participate and give feedback via monthly coordination calls, comment reviews, and department presentations as requested. Other local third-party stakeholders such as the Trail Conservancy and the Festival Beach Food Forest were also included as part of the design process.

TxDOT, Bryan Bridge Program Plans, Specifications and Estimates, Austin, TX: Transportation engineer and roadway lead for the Texas Department of Transportation Bryan District bridge improvement program with an innovative delivery method utilizing an independent review team for 30-percent, 60-percent, and 90-percent submittals, and the formal engagement with the Texas Department of Transportation occurred at the 15% and 95% project stage. Lily was responsible for conceptual development followed by detailed design production for a roadway for 31 bridges and approximately ten separate plansets including proposed typical sections; horizontal and vertical alignment design for road and driveways; traffic control plans; barriers; grading; removals; and cross-sections. She ensured the quality of roadway design and deliverable drawings with documentation of the quality control process at all stages. Lily also oversaw the early conceptual and development stage at 15-percent for 11 of the 31 bridges.

TxDOT, State Highway 6 Plans, Specifications, and Estimates, Austin, TX: Transportation engineer and roadway task lead responsible for detailed design and planset production on roadway elements for the Texas Department of Transportation Bryan District that included proposed typical sections; horizontal and vertical alignment design for main lanes, ramps, collector distributors, and frontage roads; pavement markings; and removals.

TxDOT Tyler District, Interstate 20 and State Highway 31 Interchange Plans, Specifications, and Estimates, Austin, TX: Transportation engineer and roadway task lead responsible for detailed design and planset production on all roadway elements related to the major collector road Farm to Market Road 1252 for the Texas Department of Transportation Tyler District. The project included proposed typical sections; horizontal and vertical alignment design for road and driveways; intersection layouts; grading; removals; and cross-sections. Lily oversaw engineering staff and mentored junior engineers in the development of key roadway elements and deliverable drawing expectations. She designed and retained wall layouts including horizontal and vertical alignments, utility conflicts, drainage, and rail accommodations. Lily was also responsible for plans, specifications, and estimates for a level 3D corridor modeling on the project. She performed roadway take-offs on bid item quantities such as pavement structure, barriers, and earthwork.

Army Corps of Engineers, Tyndall Air Force Base Schematic, Austin, TX: Transportation engineer and civil site transportation roadway task lead design-build owner's representative technical support that consisted of the development of 35% level roadway schematic design drawings and contract documents for the request for proposal and bid procurement process. Lily provided conceptual and preliminary roadway design for the Tyndall Air Force Base reconstruction efforts in Florida that included entry control point layout configuration and design, horizontal and vertical alignment design, proposed typical sections, roundabout design, proposed typical sections, heavy haul route determination, future autonomous vehicle consideration, and construction phasing. She performed roadway corridor modelling using Autodesk AutoCAD Civil 3D for horizontal and vertical alignment design, cross-section generation, preliminary grading layouts, calculation of earthwork values, drainage contours, and limits of construction. Lily maintained extensive quality control documentation and workflow tracking throughout the entire planset development process.

6.2 (F/G/H) LITIGATION AND COMPLIANCE

No.	Case Name	Project Name	Location and Index/Docket No.	Date Filed	Status	Brief Description
1	Tarheel Enterprises, Inc. v. New Jersey Transit Corporation	69th Street Bridge (Hudson Bergen Light Rail)	Superior Court of New Jersey Law Division Docket No. ESX-L-3279-19	8/8/2019	Pending	Plaintiff alleges NJ TRANSIT breach of contract; NJ TRANSIT seeks indemnification, defense and contribution from WSP in a third party claim.
2	Skanska USA Building Inc., Skanska USA Civil Northeast Inc., and Walsh Construction Company II, LLC, a Joint Venture v. WSP USA Inc. f/k/a Parsons Brinckerhoff, Inc. and Hellmuth, Obata & Kassabaum, P.C., a Joint Venture	La Guardia Airport Central Terminal Building Replacement	Supreme Court of the State of New York County of New York 650712/2022	2/15/2022	Pending	WSP USA Inc., in a joint venture with Hellmuth, Obata & Kassabaum, P.C. (WSP | HOK Engineering and Architecture Joint Venture (Design Joint Venture or "DJV")), is lead designer and subcontractor to the Plaintiffs on the project. Plaintiffs allege DJV negligence and breach of contract resulted in increased costs and delay. In addition to compensation for increased costs, Plaintiffs seek indemnification on third party claims. DJV denies liability and is vigorously defending.

No.	Case Name	Project Name	Location and Index/Docket No.	Date Filed	Status	Brief Description
3	State of Oregon; Oregon Department of Transportation v. WSP USA Inc. (f/k/a Louis Berger, f/k/a Berger ABAM Engineers, Inc.) and Oregon State Bridge Construction, Inc.	Old Youngs Bay Bridge	Circuit Court of State of Oregon Marion County 21 CV40490	10/12/2021	Settled 1/2025	Claim of alleged breach of contract and negligence, in the design of rehabilitation measures for existing bridge piles at the Old Youngs Bay Bridge in Oregon. The matter has been settled.
4	Johnson Bros. Corp. v. Volusia County, Florida and WSP USA Inc. f/k/a Parsons Brinckerhoff, Inc.	Veterans Memorial Bridge	U.S. District Court for the Middle District of Florida 6:21-cv-200-JA-EJK	2/14/2022	Settled 6/2024	WSP has a contract with Volusia County, Florida (County) as the engineer or record designing the Veterans Memorial Bridge. Johnson Bros. Corp (Contractor) contracted with the County to construct the project pursuant to a bid price far below other bidders. During construction, the County would not agree to Contractor's claims for additional work and extra costs. As a result of Contractor's failure to meet its economic expectations, Contractor sued the County.

No.	Case Name	Project Name	Location and Index/Docket No.	Date Filed	Status	Brief Description
						Since some of the claims relate to design services, the County was obligated to add WSP as a third party defendant. Both the County's and WSP's interests are aligned and share common belief that Contractor's claims are without merit. The matter has been settled.
5	New York State Thruway Authority v. WSP USA Inc. f/k/a Parsons Brinckerhoff, Inc.	I-90 Construction Inspection and Consulting Services	Supreme Court of the State of New York County of Albany 906387-22	8/26/2022	Pending	New York State Thruway Authority alleges that WSP, as the construction inspection consultant, was negligent when WSP allegedly permitted certain light poles to be installed that later claimed to be defective. WSP is vigorously defending against this claim.
6	City of Portland v. BergerAbam, WSP USA, MJ Hughes Construction	Tryon Creek Fish Passage	Circuit Court of State of Oregon Multnomah County 22 CV43096	12/19/2022	Settled 12/2024	The City alleges that WSP's subconsultant was negligent in its design of fish passage weirs and seeks costs to repair or reconstruct the weirs. The matter has been settled.

No.	Case Name	Project Name	Location and Index/Docket No.	Date Filed	Status	Brief Description
7	Agate Construction Co., Inc. v. State of New Jersey, Department of Transportation v. WSP USA Inc.	UHPC Overlay Research Project	Superior Court of New Jersey	2/1/2023	Pending	Agate Construction alleges cost recovery from NJDOT for change orders and extra work under theories of breach of contract, quantum meruit and unjust enrichment. NJDOT filed a third party complaint against WSP for contractual and common law indemnity and contribution related to design and construction support services related to design of NJDOT bridge structure using ultra high performance concrete.
8	NSI Engineering, Inc. v. HNTB/ PB JV	BART to Silicon Valley II	Arbitration	9/8/2023	Pending	Claimant (NSI) claims that the HNTB/PB JV improperly suspended or terminated NSI as a subconsultant pursuant to DBE rules. WSP is in a Joint Venture with HNTB and is defending.

6.3

Relative Experience & Expertise

6.3 RELATIVE EXPERIENCE & EXPERTISE

PROJECT CATEGORIES: Toll Operations, Systems Testing, Transaction Processing, Financial Analysis, Software Development Management

PROJECT BUDGET:
$20+ million

FIRMS & KEY STAFF:
WSP:
Jennica Ottenbreit (Toll Systems Implementation and Testing)
Lisa Woodward (Toll Systems Implementation and Testing)
Patty Rubstello (Toll Systems Implementation and Testing)
Matt Woodhouse (Toll Systems Implementation and Testing /Financial Analysis)
Bhart Sankaran (Toll Systems Data Analysis/ Financial Analysis)
Ryan Avery (Toll Systems and Back Office Data Science /Software Architecture)

DATES: 2010 - October 2023, +6 year extension

REFERENCE:
Jennifer Charlebois, Deputy Director, Toll Division
Jennifer.Charlebois@wsdot.wa.gov
(206) 716-1106

General Toll Consultant/ Financial Planning

Washington DOT (WSDOT) | Seattle, WA

WSP supports the Washington State Department of Transportation (WSDOT) Toll Division by providing comprehensive technical and financial consulting services for toll system implementation, testing, and financial planning since 2010. The project involves multiple roadway corridors and integrates advanced data analytics for operational and financial performance monitoring.

Extensive Toll Systems Support: WSP assists WSDOT with vendor procurement, toll system integration, acceptance testing, performance monitoring, and policy assessment across corridors such as SR 167, SR 509, I-405, and SR 16, including express toll lane expansions and system replacements. This work involves coordination with system providers, construction contractors, and back-office vendors to ensure seamless integration and effective performance studies.

Advanced Data Analytics and Reporting: Since 2022, WSP has developed custom analytics solutions to supplement vendor reports on operational and financial metrics, leveraging real-time data and big data analytics using SQL and R for system acceptance testing and revenue adjustment metrics that support toll rate setting and financial sufficiency.

Comprehensive Financial Planning: The financial planning team supports quarterly toll revenue forecasts mandated by the State Legislature, develops statewide traffic and revenue forecasts, and conducts gross-to-net revenue assessments. The team collaborates with WSDOT, the Washington State Transportation Commission, and the Office of State Treasurer to analyze financial sufficiency, debt capacity, and policy impacts, presenting findings in stakeholder meetings.

PROJECT CATEGORIES:
Transaction Processing; Toll Operations; Business Intelligence and Quality Assurance; Software Development Management; Business Process Improvement; General Consulting Services

PROJECT BUDGET:
Task Order #1: $250,000

Overall Contract Value: Approximately $3–4 million

FIRMS & KEY STAFF:
WSP:
Bhart Sankaran, PhD, PE (Technical Lead)
AKM Abir, PE, PTOE (Senior Data Scientist)

DATES: January 2025 – September 2025

REFERENCE:
Pat Louthan, Director of Business Operations
North Texas Tollway Authority
Email: plouthan@ntta.org

Data Analytics Support Services for Toll Operations

North Texas Tollway Authority (NTTA) | Dallas–Fort Worth Metroplex, TX

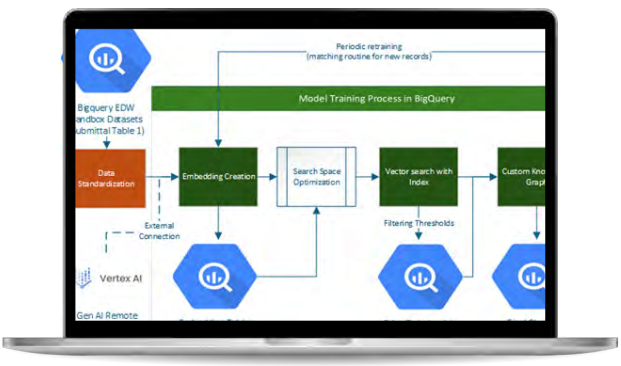
NORTH TEXAS TOLLWAY AUTHORITY

(Task Order #1) WSP provided artificial intelligence and advanced data analytics services to NTTA under a multi year contract to support toll operations, transaction processing, and revenue optimization. Task Order #1 focused on development of a proof of concept (POC) AI solution to identify recoverable unpaid toll revenues and improve roadside enforcement effectiveness using existing NTTA data and cloud infrastructure.

WSP designed and implemented a machine learning solution leveraging NTTA's Google Cloud Platform environment to analyze more than 38 million customer, trip, and payment records. The solution applied advanced customer segmentation and account aggregation techniques to identify patterns associated with habitual toll violators and fragmented customer accounts. WSP's ML algorithms standardized and reconciled disparate data attributes, enabling identification of overpayments and outstanding balances across related customer records.

In addition to analytics development, WSP implemented scalable search and AI services, including Google Scalable Nearest Neighbors (ScaNN), Vertex AI, and generative AI capabilities, significantly improving processing performance over conventional methods. WSP developed operational dashboards using MicroStrategy to provide NTTA with actionable insights to optimize roadside enforcement deployment and prioritize collection efforts.

WSP's disciplined delivery approach emphasized rapid prototyping, close collaboration with NTTA business operations staff, and use of existing platforms rather than bespoke infrastructure. This enabled efficient, expeditious delivery while minimizing disruption to ongoing operations. The effort established a scalable foundation for enterprise AI adoption, identified data process gaps within NTTA's transaction systems, enabled reconciliation of approximately $2 million in overpayments, and provided a data driven pathway to recover tens of millions of dollars in unpaid tolls through optimized enforcement strategies.



PROJECT CATEGORIES: Express Lanes Systems, Intelligent Transportation Systems, General Consulting Services, Feasibility Studies

PROJECT BUDGET:
Estimated total value: $9,786,183

FIRMS & KEY STAFF:
WSP:
Christopher Burke
(Contract Manager)

DATES: July 2019 to July 2024

REFERENCE:
Stephanie Hu, Director, Projects
StephanieH@ccta.net, (925) 256-4740

Innovate 680 Corridor Management and Systems Management

Contra Costa Transportation Authority (CCTA) | Contra Costa County, CA

CONTRA COSTA TRANSPORTATION AUTHORITY

WSP provides comprehensive corridor management and system management services for the Innovate 680 Program—an ongoing, technology-forward, multi-project initiative focused on improving safety, efficiency, and reliability along the I-680 corridor through an integrated set of Transportation System Management and Operations (TSMO) strategies. WSP's role includes overall program-level coordination to maintain cohesiveness across strategies, policies, and projects, and direct oversight of a multi-firm, multi-disciplinary team delivering major corridor improvements (including Express Lanes Completion, Part-Time Transit Lanes, Advanced Technology Systems, Shared Mobility Hubs, Mobility on Demand/MaaS, Automated Driving Solutions, and Coordinated Adaptive Ramp Metering (CARM)). Task work completed includes:

- **Program-level ConOps and corridor systems architecture:** Developed a consolidated program Concept of Operations (ConOps) for a system architecture that integrates existing, proposed, and future corridor improvements into a comprehensive, multi-modal, and scalable solution for I-680.
- **Alignment with Caltrans District 4 TSMO strategy:** Conducted an inventory of Caltrans D4 TSMO strategies to evaluate opportunities for alignment with Innovate 680.
- **O&M options and implementation planning:** Evaluated operations and maintenance options and developed an implementation plan tied back to the program ConOps.
- **Smart Freeways feasibility assessment and recommendation:** Completed an initial feasibility assessment for implementing a Smart Freeways solution along I-680 and recommended a specific project to advance through project development, including a field review and corridor traffic evaluation.
- **Program advancement and integration:** Recommended pursuing corridor-wide CARM as a foundational element of a Smart Freeways solution and coordinated with CCTA and Caltrans D4 to support an integrated team approach to incorporate CARM elements into a Caltrans 2020 SHOPP project involving ramp metering installations/upgrades.
- **Grant Applications/Funding:** WSP Grant Support helped CCTA secured over $180 million over the past two years from TIRCP and USDOT's Multi-modal Discretionary Grant Program (MPDG) for Corridor Management. $180 million over the past two years from TIRCP and USDOT's Multi-modal Discretionary Grant Program (MPDG) for Corridor Management.

Transportation Consulting

Maryland Transportation Authority (MDTA) | Baltimore, MD

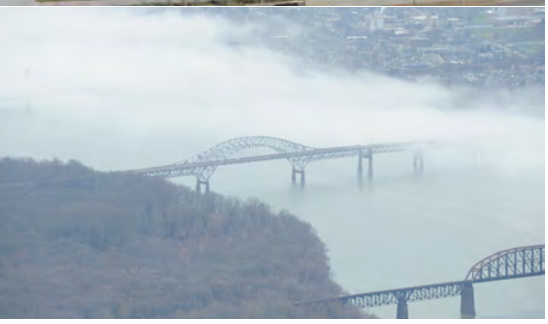
PROJECT CATEGORIES: Toll Operations, Marketing & Communications, Software Development Management, General Consulting Services, Business Process Improvement, Financial Analyses, White Paper Development, Industry/Best Practice Benchmarking

PROJECT BUDGET:
$10 million

FIRMS & KEY STAFF:
WSP:
Matt Woodhouse
(Deputy Project Manager)

DATES: April 2015 to June 2023, +4 year extension

REFERENCE:
Sarah Clifford, Director – Strategy & Employee Engagement
(410) 537-1073 | Sclifford1@mdta.state.md.us



WSP has been supporting MDTA since 2015 across a broad range of tasks ranging from capital budgeting and financial management for their major capital programs ($5B+), environmental planning support, organizational improvement efforts, E-ZPass Operations performance tracking, collection cost analyses, customer experience journey mapping/enhancement, asset management data system enhancements and alternative delivery procurement support.

In 2018 MDTA procured new Roadside and Backoffice/Customer Service Vendors. The new vendors brough policy and process changes as well as new payment methods that fundamentally changed collection cost analyses.

In March 2024, MDTA's focus changed dramatically with the collapse of the Francis Scott Key Bridge. Following the collapse, MDTA identified a critical need to develop a pier protection solution for the Chesapeake Bay Bridge.

MDTA recently has been experiencing significant demand for walk-in customer service center functions, in particular at locations that are housed within Maryland Motor Vehicle Administration (MVA) facilities.

WSP worked closely with E-ZPass Operations, Finance and other MDTA divisions to identify how each group would interact with the new toll collection systems to remap and restructure the collection of cost analyses. WSP supported CSC Staffing changes and organization-wide impacts. As part of this effort, we evaluated the impacts of adding an additional notice in the Pay By Mail and Toll Citation Program, to bolster payment rates.

WSP rapidly developed a pier protection solution concept and a fast-track design build procurement to ensure that the retrofit is installed as rapidly as possible to mitigate a safety concern brought about by the Key Bridge Collapse. To help MDTA evaluate steps to address heightened demand at certain MVA locations, WSP undertook an analysis to identify the origin zip codes of these transactions and to support MDTA's Customer Experience team to build cases for opening additional MDTA walk-in centers at MVA facilities across the state based on where the demand was originating from.

PROJECT CATEGORIES: Network Communication; System Testing; Connected Vehicle Technology; Intelligent Transportation Systems;Industry/Best Practice Benchmarking

PROJECT BUDGET:
$10 million

FIRMS & KEY STAFF:
WSP:
Deniada Nikollari (Project Manager)
Julie Schaeffer (ITS Senior Technical Manager)
Matt Neumeyer (Lead ITS Project Engineer)
Amir Mafarjeh (Senior ITS Project Engineer)
Kurt Berkseth (Senior ITS Project Engineer)
Joe Smith (ITS Project Engineer)
Project partners include AECOM, PSI, SSI, and Integral Blue

DATES: June 2019 - September 2023

REFERENCE:
Jason Bodell

ITS Device Modernization Plan

Michigan DOT (MDOT) | Statewide, MI

The MDOT ITS Program Office relies on the Statewide ITS Device Modernization Plan to manage aging or obsolete assets. This project will assess the condition of ITS infrastructure across all seven regions and offer recommendations for upgrades or replacements, ensuring alignment with best practices and MDOT, FHWA, and AASHTO standards..

WSP will address challenges in data collection, analysis, and presentation to deliver actionable insights. The team will work with various agencies and teams to conduct site surveys, soil borings, stakeholder engagement, and utility coordination. Key tasks include designing bid documents for ITS, developing MOT specifications, prioritizing device upgrades with input from MDOT and stakeholders, performing cost analyses, recommending technology enhancements, and updating operational documentation. WSP will also provide system management to ensure effective integration and testing of ITS devices. Within the project scope, WSP will manage devices including:

1. Network Ethernet switches (Layer 2/3)
2. Wireless licensed and unlicensed links
3. Cellular modems
4. Dedicated Short Range Communication (DSRC) Roadside Units (RSUs)
5. Microwave Vehicle Detection Systems (MVDS)
6. Dynamic Message Signs (DMS)
7. Closed Circuit Television (CCTV)
8. Uninterruptible Power Supplies (UPS)
9. Cabinet Monitoring Systems (CBMS)
10. Firewalls
11. Road Weather Information Systems (RWIS)
12. Environmental Sensor Stations (ESS)
13. Other relevant ITS equipment and infrastructure

WSP will use its experience in MDOT device modernization and add resources to achieve the best results. Technical expertise and tools like GIS will track progress and offer project insights. WSP will apply proven skills at each stage—planning, design, system integration, and testing—to find the most effective solutions. Specialized tools will help manage complex tasks efficiently and on time.

PROJECT CATEGORIES: Network Communications; System Testing; Connected Vehicle Technology

Connected Vehicle Pooled Fund Study – Connected Intersections Message Monitoring System (CIMMS)

Connected Vehicle Pooled Fund Study (Administered by University of Virginia) | Nationwide/Charlottesville, VA

PROJECT BUDGET:
$550,000

FIRMS & KEY STAFF:
WSP:
Frank Perry (Project Manager; Subject Matter Expert)
Chris Toth (Systems Engineer)

DATES: February 2022 – December 2023 (phase 1)
July 2024 – April 2026 (phase 2)

REFERENCE:
Mallory Artusio, Program Coordinator, V2X PFS
Georgia Southern University (formerly University of Virginia)
(434) 924-0312

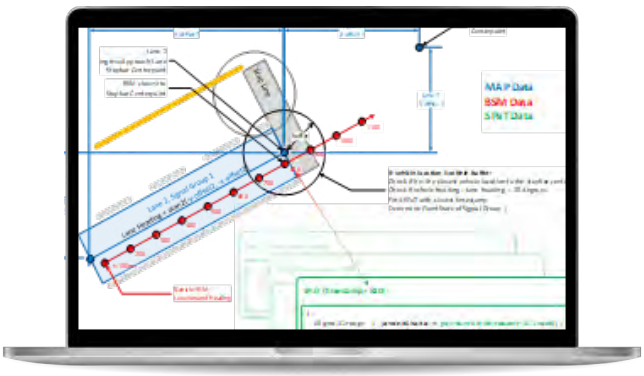
WSP developed a prototype system to assess connected vehicle SPaT and MAP messages based on the ITE CTI 4501 guide, enabling agencies to verify intersection data against real-world operations. The prototype was deployed in Utah and Maricopa County, with comprehensive documentation, test environment setup, and results recorded. The system checks SPaT and MAP messages for accuracy and consistency, analyzes vehicle trajectories, and alerts for conflicts using five core algorithms: stop-line signal state, vehicle direction, movement alignment, signal conflict monitoring, and time-change review..

Following a successful proof-of-concept, CV-PFS added features like ATSPM integration, visualization, device health monitoring, additional message support, reporting, lane assessment, operational metrics, misbehavior detection, and RSU broadcast validation. Data reduction supports scalable analysis. CIMMS has drawn industry attention and is scheduled for rollout at over 1,000 intersections in Maricopa County and Utah.

A major challenge in the CIMMS project was the inability to fully define system performance characteristics and algorithm tolerances before implementation. Although SPaT, MAP, and related messages follow standards, live data introduced timing and consistency variations that affected algorithms in unpredictable ways, making it difficult to set thresholds that avoided excessive false positives.

Another issue arose with data volume during the proof-of-concept phase. To assess performance, CIMMS retained all ingested messages, events, and notifications, which aided debugging but was quickly deemed unsustainable for larger or long-term use.

WSP addressed algorithm uncertainty in the CIMMS proof-of-concept by adding configurable parameters to adjust tolerances, timing windows, and thresholds, allowing the team to fine-tune performance as data was collected. Insights from this process informed later system updates and default settings. To improve scalability and storage, WSP collaborated with CV PFS stakeholders to define data needs, then implemented a smart retention strategy and deduplication algorithms, reducing storage requirements by about 99% without affecting monitoring or diagnostics.



Ann Arbor Connected Vehicle Environment 2.0 (AACE2)

USDOT & UMTRI | Ann Arbor, MI

PROJECT CATEGORIES:
Connected Vehicle Technology; Intelligent Transportation Systems (ITS); Network Communications; Systems Testing; Software Development Management; Business Process Improvement; General Consulting Services

PROJECT BUDGET:
$1.6 million

FIRMS & KEY STAFF:
WSP:
Brian Reed (PM)
Jin Qian
Meng Zhang
Yuxuan Guo
Kevin Braun
Anthony Gasiorowski
Ken Whitesell
Ben Nace
Shashwot Niraula
Timothy Gasiorowski

DATES: June 2024 – April 2026

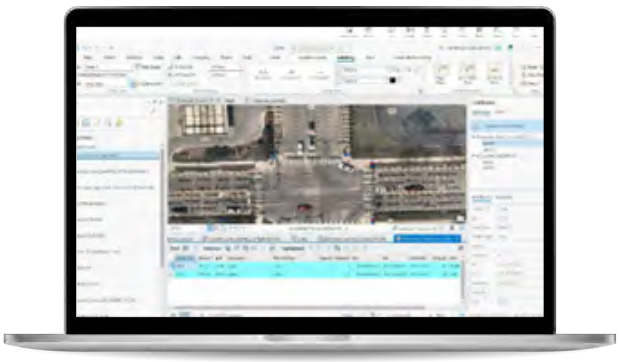
REFERENCE:
Andrew Donaldson,
Project Manager
UMTRI
donaldsa@umich.edu
(248) 978-9943

WSP provided comprehensive systems implementation, integration, testing, and operational support for the USDOT-funded Ann Arbor Connected Vehicle Environment 2.0 (AACE2) program, supporting the conversion and expansion of the existing CV environment to 72 C-V2X-equipped intersections. The project focused on scalable, secure deployment of roadside, vehicle, and back-office systems to support real-time connected vehicle messaging, validation, and research operations.

WSP led the configuration, integration, testing, and validation of Roadside Units (RSUs), On-Board Units (OBUs), and broadcast of Day 1 5GAA messages, including SPaT, MAP, BSM, RTCM, and traveler information messages. This included end-to-end systems testing and validation using USDOT and industry tools, integration with UMTRI's Connected and Integrated Mobility Management System (CIMMS), secure V2X Hub deployments on virtualized and edge compute platforms, and coordination with industry message validators and SCMS providers.

WSP provided full lifecycle network and cybersecurity services, including network architecture and segmentation, IPv4/IPv6 addressing and VLAN design, firewall and security appliance deployment, communications backhaul design, and continuous monitoring and diagnostics. WSP also designed and implemented enterprise cybersecurity controls, including STIG compliance, MITRE ATT&CK–based vulnerability assessments, security automation frameworks, patch and log management, and incident response procedures across all edge and server environments.

The project required close coordination with UMTRI, USDOT, City of Ann Arbor signal engineers, and research partners. WSP employed disciplined business practices—including standardized configuration management, iterative testing, automated validation, and direct collaboration with client technical staff—to rapidly identify and resolve issues, support multiple operational signal scenarios (adaptive, coordinated, time-of-day), and enable efficient, expeditious deployment across a large number of live intersections.



PROJECT CATEGORIES: Back-Office Sub-Project Implementation

PROJECT BUDGET:
$1,052,480 (2023 - 2025)

FIRMS & KEY STAFF:
Milligan Partners:
Tyler Milligan (Project Manager)

DATES: 2023 - 2025

REFERENCE:
Stephen Stewart
stephen.stewart@txdot.gov
(512) 486-5554

HCTRA/TxDOT Back-Office Transition

TxDOT/HCTRA | Statewide, TX

Milligan Partners supported the successful transition of TxDOT's back-office operations to the Harris County Toll Road Authority (HCTRA), a complex, high-visibility tolling transition requiring seamless continuity of customer and transaction processing functions.

The engagement included transition planning, implementation support, stakeholder coordination, risk mitigation, and operational readiness activities associated with the migration of more than 850,000 customer accounts and the integration of multiple tolling and host systems processing over 1 million daily transactions. Milligan also supported operational and policy alignment by streamlining revenue processes, replacing legacy custodial and lockbox arrangements, and reviewing business rules and compliance policies across agencies to enable a successful transfer. Additionally, customer and stakeholder communications were coordinated to prepare customers for the transition and ensure alignment among TxDOT IT, Project Finance, HCTRA leadership, and executive stakeholders. A disciplined project management structure, active issue resolution process, and close coordination among agency, operational, and technical stakeholders enabled the project to move forward efficiently while maintaining uninterrupted toll operations. Milligan applied practical business processes centered on governance, schedule control, transparent stakeholder communication, and early risk identification, thereby accelerating decision-making and reducing implementation risk.

The transition went live on schedule in November 2024 following a rigorous 16-month schedule. This project demonstrates Milligan's ability to support large-scale back-office modernization and migration efforts in a complex tolling environment.

PROJECT CATEGORIES:
Connected Vehicle Technology, Intelligent Transportation Systems, General Consulting Services, Business Process Improvement, White Paper Development, Industry / Best Practice Benchmarking

PROJECT BUDGET:
$10 million

FIRMS & KEY STAFF:
ASRI Technical Services:
John Song (Project Manager)

DATES: July 2023 - April 2025

REFERENCE:
Erika Kemp
(737) 210-2284
erika.kemp@txdot.gov

Cooperative and Automated Transportation (CAT) Program

TxDOT STR Division | Austin, TX

The CAT Program is TxDOT's initiative to prepare infrastructure for the future of mobility. This project supported the program through strategic planning and identification of pilot innovation projects to integrate connected vehicle technologies, automated driving systems, ITS, and smart mobility solutions into the planning, design, operations, and maintenance of roadways.

Scope included development of white papers, technical memoranda, and policy and implementation frameworks addressing connected and automated vehicle applications, smart infrastructure, and data integration. Key elements included identification of statewide use cases and technology options for safety, mobility, and freight applications, as well as industry and best practice benchmarking to inform deployment strategies.

The work also advanced development of physical and digital infrastructure to support autonomous trucking operations along the I-45 corridor, focusing on three key areas: traffic incident management, work zone management, and preventive infrastructure. This included identification of enabling technologies and preparation of a Concept of Operations to guide implementation.

Lack of consistent definition and implementation framework for CAT infrastructure and no clear linkage between CAT infrastructures and the evolving levels of vehicle automation, making it difficult for agencies to determine what infrastructure investment is needed today versus in the future. This ambiguity created challenges in aligning stakeholders, selecting technologies, and developing actionable deployment strategies.

The project established a structured, phased framework defining "what is CAT infrastructure" based on extensive research and stakeholder input. It organizes infrastructure into three progressive phases – existing, growth, and mature – linking physical and digital infrastructure needs with increasing levels of connectivity, automation, and data integration.

Illinois Tollway

Illinois State Toll Highway Authority | Statewide, IL

PROJECT CATEGORIES: General Consulting Services, Financial Analysis, Shared Use Path Improvements, White Paper Development, Industry / Best Practice Benchmarking

PROJECT BUDGET:
$117,755,968

FIRMS & KEY STAFF:
WSP:
Deniada Nikollari (ITS Lead)
Bhart Sankaran (Financial Analyst)
Todd Tuescher (Architect)

DATES: January 2022 – December 2025 (extended till Dec 2028)

REFERENCE:
Laura Thompson
Executive Project Manager
(331) 481-3070

WSP currently serves the Illinois State Toll Highway Authority (ISTHA) as its General Engineering Consultant (GEC), acting as an extension of agency staff and providing independent, owner focused oversight across planning, design, construction, and operational activities. In this role, WSP represents ISTHA's interests through all phases of program delivery, providing trust indenture services, systemwide asset condition and replacement value assessments, annual reporting, consistency reviews, and embedded staff support to augment agency capabilities. WSP also performs financial and operational analyses to support agency wide O&M forecasting, bond documentation, and strategic decision making, as well as research, white papers, best practice benchmarking, and conceptual design for special initiatives.

As part of its GEC responsibilities, WSP provides comprehensive, independent design review services at all stages of project development, including concepts through final plans and design deviations. These reviews focus on quality assurance, risk management, and conformance with agency criteria, standards, policies, and regulatory requirements, helping ensure constructability, cost effectiveness, and minimized defects prior to submittals to reviewing and oversight agencies.

As GEC to the ISTHA, WSP is required to perform statutory duties under the Amended and Restated Trust Indenture, including oversight of systemwide assets throughout their lifecycle—from construction through maintenance and long term ownership. This role involves reviewing and coordinating plan submittals developed by a wide range of consultants, while ensuring consistent compliance with Illinois Tollway standards, policies, and governance requirements across a diverse and complex portfolio of projects.

WSP established a multidisciplinary team to provide consistent, independent oversight and technical leadership across all phases of program delivery, while fostering ongoing professional development to maintain subject matter expertise. WSP implemented continuous education initiatives to keep both internal staff and agency personnel informed of emerging technologies, industry best practices, and evolving standards. Serving as a strategic partner to ISTHA staff and the Board of Directors, WSP delivers clear, consistent design review comments, facilitates collaborative design review meetings, and provides structured guidance on design and submittal requirements. Lessons learned and best practices are reinforced through targeted outreach and formal presentations, including educational sessions delivered at the Illinois Tollway–ACEC annual industry conference.

6.4

Active & Planned Projects

6.4 ACTIVE & PLANNED PROJECTS

WSP currently has 1,569 employees in the Texas area and 19,734 in the United States. Our offices in Austin, Dallas, Houston, Corpus Christi, El Paso, and San Antonio, and Beaumont host many technical staff. An advantage of a global firm with a large, multidisciplinary U.S. presence is that WSP has readily available staff to meet CTRMA's needs and no active or planned projects require more than 25% of our resources, providing continued capacity for CTRMA. For the WSP team key staff, the current project demands that exceed 25% of their time are listed below.

Active and Planned Projects (Greater than 25% of Key Staff Availability)

Project Name, Client, Contract Value, Project Description

OCTA 405 Express Lanes BOS/CSC – Implementation, $15 million

WSP is under a $362,171,000 contract to provide toll customer service operations and systems for OCTA as it expands its Express Lanes along I-405 between Costa Mesa and the Orange County border with Los Angeles County. This comprehensive project includes the creation of new customer operations and walk-in centers, as well as the management of customer service representatives and reliable systems to improve the overall travel experience for toll customers in Southern California. In addition, WSP is responsible for implementing, operating, and maintaining OCTA's selected CBO

% Complete	Anticipated completion date	Staff Responsibilities	Key Staff (% on Project)
75%	June 2027	Chris Burke (Project Manager) David Hartt (Technical Manager)	David Hartt (50%)

Project Name, Client, Contract Value, Project Description

WSDOT General Toll Consultant/ Financial Planning Advisory, $20 million

WSP supports the Washington State Department of Transportation (WSDOT) Toll Division by providing comprehensive technical and financial consulting services for toll system implementation, testing, and financial planning since 2010. The project involves multiple roadway corridors and integrates advanced data analytics for operational and financial performance monitoring.

% Complete	Anticipated completion date	Staff Responsibilities	Key Staff (% on Project)

50%	June 2030	Jennica Ottenbreit (Toll Systems Implementation and Testing) Lisa Woodward (Toll Systems Implementation and Testing) Patty Rubstello (Toll Systems Implementation and Testing) Matt Woodhouse (Toll Systems Implementation and Testing / Financial Analysis) Bhart Sankaran (Toll Systems Data Analysis/Financial Analysis)	Lisa Woodward (25%)
		Ryan Avery (Toll Systems and Back Office Data Science /Software Architecture)	

Project Name, Client, Contract Value, Project Description

NTTA Data Analytics and AI Services for Operations, $3-4 million

(Task Order #1) WSP provided artificial intelligence and advanced data analytics services to NTTA under a multi year contract to support toll operations, transaction processing, and revenue optimization. Task Order #1 focused on development of a proof of concept (POC) AI solution to identify recoverable unpaid toll revenues and improve roadside enforcement effectiveness using existing NTTA data and cloud infrastructure.

% Complete	Anticipated completion date	Staff Responsibilities	Key Staff (% on Project)
33%	August 2028	Bhart Sankaran, PhD, PE (Technical Lead) AKM Abir, PE, PTOE (Senior Data Scientist)	Bhart Sankaran (25%)

Project Name, Client, Contract Value, Project Description

BATA Open Road Tolling Conversion PMO, $3.6 million

WSP is the client representative providing civil and integration oversight on conversion to open road tolling.

% Complete	Anticipated completion date	Staff Responsibilities	Key Staff (% on Project)
50%	November 2030	Brian Burkhard (Interim Program Manager)	Brian Burkhard (20%)

6.5

HUB & DBE Participation

6.5 HUB & DBE PARTICIPATION

WSP has a history of mentoring small businesses through initiatives like the TxDOT DRIVE Program. Each year, WSP pairs with a mentee firm to develop project tools/templates, QA/QC touchpoints, and delivery coaching to help our partners execute successfully and build capacity for future work. The two businesses on our GSC team have been carefully selected based on their history of successful delivery, expertise, and complementary services, which allows the team to deliver tasks through meaningful participation of each firm on the team. Each firm has the capacity to perform multiple scope items, granting flexibility to engage every firm participation, planning, execution, and accountability for outcomes. We will define each partner's scope, deliverables, and participation expectations at WA kickoff and track that performance through closeout for transparency and consistency. This "meaningful role" model is consistent with approaches WSP has used on other on call/task order programs where small business partners held substantive technical and leadership roles under WSP mentorship.

Milligan Partners LLC strengthens the team with nationally recognized tolling strategy, operations, and technology expertise, combined with a strong Texas presence and extensive experience supporting toll authorities as an independent, owner focused advisor aligned with the GSC role including their engagement as prime advisor with TxDOT-HCTRA Back Office Transition.

ASRI Technical Services LLC (ASRI) (DBE) was founded on a simple value proposition: providing innovative, future ready solutions to unique transportation challenges. ASRI is aligned with WSP's mission and compliments the team with locally-based ITS and emerging technology expertise, bringing direct experience with TxDOT's Cooperative and Automated Transportation (CAT) Program and deep familiarity with Texas ITS standards, deployments, and operational integration.

6.6

Contract Labor Rates

6.6 CONTRACT LABOR RATES

The rate sheet is hereby included as “Attachment B.”

Attachment "B"
Consultant Rate Schedule

Employee Name	Classification	Vendor	Hourly Billing Rate
Arash Saeedi	Principal-in-charge	WSP	$ 298.40
Christopher Burke	Project Manager	WSP	$ 495.60
Bharathwaj Sankaran	Deputy Project Manager	WSP	$ 268.31
Patty Rubstello	Strategic Planning & Innovation Lead (Tolling)	WSP	$ 366.54
Matthew Woodhouse	Program Governance & Advisory Lead (Tolling)	WSP	$ 289.93
David Hartt	Business Intelligence & Quality Assurance Lead (Tolling)	WSP	$ 224.24
Brian Burkhard	Systems Implementation & Technology Lead (ITS)	WSP	$ 478.94
Jason Stribiak	Strategic Planning & Innovation Lead (ITS)	WSP	$ 272.18
Virginia Lingham	Program Governance & Advisory Lead (ITS)	WSP	$ 339.74
Doug Burnett	ITS Support	WSP	$ 194.03
Prashant Pachore	ITS Lead	WSP	$ 278.75
Christopher Barrow	Systems Implementation and Technology	WSP	$ 314.82
Deniada Nikollari	Emerging Technologies	WSP	$ 259.49
Lily Aung	Technical Feasibility Lead	WSP	$ 229.42
Brian Reed	Software Development Lead	WSP	$ 302.73
A K M Abir	Software Devekioment Support	WSP	$ 199.34
Todd Teuscher	SUP Lead	WSP	$ 196.58
Becca McGovern	Marketing/Communications Lead	WSP	$ 181.78
TBD	Sr. ITS/Tolling Technical Manager	WSP	$ 318.65
TBD	ITS/Tolling Technical Manager	WSP	$ 284.03
TBD	Sr. ITS/Tolling Communications	WSP	$ 249.68
TBD	ITS/Tolling Communications	WSP	$ 202.32
TBD	Data Analyst	WSP	$ 191.83
TBD	Systems Analyst	WSP	$ 166.75
TBD	Public Involvement Officer - Senior	WSP	$ 215.71
TBD	Public Involvement Officer	WSP	$ 168.87
TBD	Public Involvement Officer - Junior	WSP	$ 101.61
TBD	Graphic Designer - Senior	WSP	$ 156.73
TBD	Graphic Designer	WSP	$ 116.20
TBD	Landscape Architect	WSP	$ 122.20
TBD	Landscape Architect - Senior	WSP	$ 196.58
TBD	Engineer - Project	WSP	$ 201.89
TBD	Engineer - Senior	WSP	$ 260.34
TBD	Engineer - Design	WSP	$ 166.03
TBD	Engineer (Traffic)	WSP	$ 180.64
TBD	Engineer (Traffic) - Senior	WSP	$ 255.02
TBD	Engineer-in-Training	WSP	$ 122.20
TBD	Systems Analyst	WSP	$ 146.11
TBD	Data Analyst	WSP	$ 154.08
TBD	Transportation Planner I/II	WSP	$ 113.72
TBD	Transportation Planner III	WSP	$ 162.05
TBD	Transportation Planner IV	WSP	$ 199.24
TBD	Transportation Planner Senior	WSP	$ 281.59
TBD	Engineering Technician	WSP	$ 111.57
TBD	Engineering Technician - Senior	WSP	$ 146.11
TBD	Project Controls Specialist	WSP	$ 133.01
TBD	Administrative/Clerical	WSP	$ 95.37
TBD	Intern	WSP	$ 69.07
John Song	Senior Advisor - Transportation Technology	ASRI	$ 290.00
TBD	Senior ITS Engineer	ASRI	$ 225.00
TBD	ITS Engineer	ASRI	$ 165.00
Tyler Milligan	BOS Implementation Support	Milligan	$ 292.15
Pedro Bento	Senior Project Advisor	Milligan	$ 292.15
Benton Tempas	Senior Project Advisor	Milligan	$ 292.15
Ken Engelke	RSE and Integration Support	Milligan	$ 153.99
Lucy Dismukes	Business Analyst	Milligan	$ 126.50
Carrie Mackenzie	Customer Service Support	Milligan	$ 152.77
Matt Milligan	Senior Project Advisor	Milligan	$ 292.15
Rose Braverman	BOS Implementation Support	Milligan	$ 176.87
Linda Abdallah	QA and Testing Support	Milligan	$ 158.66
Brad Luyt	Business Analyst	Milligan	$ 137.14
Kevin Ko	Data Analyst	Milligan	$ 126.50
Noah Tetrault	Business Analyst	Milligan	$ 108.45

6.7

Form of Contract Exceptions

6.7 FORM OF CONTRACT EXCEPTIONS

Draft 04.08.2026

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").

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:

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

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., ~~provided that in order to be reimbursable the incurrence of such expenses must have been approved in advance and in writing by the Director or Assistant Director of the Mobility Authority's IT Department or Operations Department, as applicable~~. 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.

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.

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. Any 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, and if the suspension, reinstatement, or modification of the Services causes the Consultant to incur reasonable additional costs or perform additional services not contemplated by the applicable Work Authorization, the Mobility Authority shall approve an equitable adjustment to the Work Authorization (including an increase to the not-to-exceed amount) in a written amendment signed by both parties before such additional work is performed. 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 ~~five (5)~~ 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, AND CONSULTANTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE CONSULTANT'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONSULTANT'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONSULTANT SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND CONTRACTORS OR TO THEIR CONDUCT.

ARTICLE 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, on an occurrence basis, 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 ~~ten~~ one million dollars ($1,000,000~~$10,000,000~~), 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, and F shall name the Mobility Authority as an additional insured and shall protect the Mobility Authority, the Consultant, their officers, employees, directors, 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, 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, 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**:

[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

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.

DRAFT

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:_____	By:_____
James M. Bass, Executive Director	[CONSULTANT]

DRAFT

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.

DRAFT

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:_____	By:_____
James M. Bass, Executive Director	[CONSULTANT]

DRAFT

EXHIBIT “C”
NONDISCLOSURE AGREEMENT

DRAFT

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:_____	By:_____
James M. Bass, Executive Director	[CONSULTANT]

EXHIBIT “D”

CONSULTANT’S PROPOSAL

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EXHIBIT "E"

CONSULTANT RATE SCHEDULE

Key Personnel	Hourly Billing Rate

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WSP pushes boundaries by designing and evolving advanced technology systems that drive continuous innovation and deliver transformative solutions. We actively modernize platforms and capabilities to help our clients stay agile and at the industry's leading edge, ensuring their systems adapt to the evolving needs of the communities we all serve.

EXHIBIT "E"

CONSULTANT RATE SCHEDULE

Key Personnel	Classification	Vendor	Hourly Billing Rate
Stephanie Messerli	Principal-in-charge	WSP	$298.40
Christopher Burke	Project Manager	WSP	$495.60
Bharathwaj Sankaran	Deputy Project Manager	WSP	$268.31
Patty Rubstello	Strategic Planning & Innovation Lead	WSP	$366.54
Matthew Woodhouse	Program Governance & Advisory Lead	WSP	$289.93
David Hartt	Business Intelligence & Quality	WSP	$224.24
Brian Burkhard	Systems Implementation & Technology	WSP	$478.94
Jason Stribiak	Strategic Planning & Innovation Lead	WSP	$272.18
Virginia Lingham	Program Governance & Advisory Lead	WSP	$339.74
Doug Burnett	ITS Support	WSP	$194.03
Prashant Pachore	ITS Lead	WSP	$278.75
Christopher Barrow	Systems Implementation and Technology	WSP	$314.82
Deniada Nikollari	Emerging Technologies	WSP	$259.49
Lily Aung	Technical Feasibility Lead	WSP	$229.42
Brian Reed	Software Development Lead	WSP	$302.73
A K M Abir	Software Devekioment Support	WSP	$199.34
Todd Teuscher	SUP Lead	WSP	$196.58
Becca McGovern	Marketing/Communications Lead	WSP	$181.78
TBD	Sr. ITS/Tolling Technical Manager	WSP	$318.65
TBD	ITS/Tolling Technical Manager	WSP	$284.03
TBD	Sr. ITS/Tolling Communications	WSP	$249.68
TBD	ITS/Tolling Communications	WSP	$202.32
TBD	Data Analyst	WSP	$191.83
TBD	Systems Analyst	WSP	$166.75
TBD	Public Involvement Officer - Senior	WSP	$215.71
TBD	Public Involvement Officer	WSP	$168.87
TBD	Public Involvement Officer - Junior	WSP	$101.61
TBD	Graphic Designer - Senior	WSP	$156.73
TBD	Graphic Designer	WSP	$116.20
TBD	Landscape Architect	WSP	$122.20
TBD	Landscape Architect - Senior	WSP	$196.58
TBD	Engineer - Project	WSP	$201.89
TBD	Engineer - Senior	WSP	$260.34
TBD	Engineer - Design	WSP	$166.03
TBD	Engineer (Traffic)	WSP	$180.64
TBD	Engineer (Traffic) - Senior	WSP	$255.02

TBD	Engineer-in-Training	WSP	$122.20
TBD	Systems Analyst	WSP	$146.11
TBD	Data Analyst	WSP	$154.08
TBD	Transportation Planner I/II	WSP	$113.72
TBD	Transportation Planner III	WSP	$162.05
TBD	Transportation Planner IV	WSP	$199.24
TBD	Transportation Planner Senior	WSP	$281.59
TBD	Engineering Technician	WSP	$111.57
TBD	Engineering Technician - Senior	WSP	$146.11
TBD	Project Controls Specialist	WSP	$133.01
TBD	Administrative/Clerical	WSP	$95.37
TBD	Intern	WSP	$69.07
John Song	Senior Advisor - Transportation Technology	ASRI	$290.00
TBD	Senior ITS Engineer	ASRI	$225.00
TBD	ITS Engineer	ASRI	$165.00
Tyler Milligan	BOS Implementation Support	Milligan	$292.15
Pedro Bento	Senior Project Advisor	Milligan	$292.15
Benton Tempas	Senior Project Advisor	Milligan	$292.15
Ken Engelke	RSE and Integration Support	Milligan	$153.99
Lucy Dismukes	Business Analyst	Milligan	$126.50
Carrie Mackenzie	Customer Service Support	Milligan	$152.77
Matt Milligan	Senior Project Advisor	Milligan	$292.15
Rose Braverman	BOS Implementation Support	Milligan	$176.87
Linda Abdallah	QA and Testing Support	Milligan	$158.66
Brad Luyt	Business Analyst	Milligan	$137.14
Kevin Ko	Data Analyst	Milligan	$126.50
Noah Tetrault	Business Analyst	Milligan	$108.45

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #14

Discuss and consider approving an agreement with Skyline Technology Solutions, LLC for video sharing technology to support the Mobility Authority's traveler communications and roadway safety programs

Strategic Plan Relevance:	Stewardship
Department:	Operations, Traffic and Incident Management
Contact:	Fabiola Bowers, Assistant Director of Operations
Associated Costs:	Not to exceed $140,774.74 for three years (*breakdown on page 2*)
Funding Source:	Operating Budget
Action Requested:	Consider and act on draft resolution

Project Description/Background: The Mobility Authority Traffic and Incident Management Center (TIMC) plans to continue to take a collaborative approach towards mobility management to help ensure cohesion in the region by coordinating traffic incident management operations with its regional partners.

The current request seeks execution of a new three-year Skyline Technology Solutions Agreement which will be administered through Skyline Technology Solutions DIR Contract #DIR-CPO-6252. The proposed video sharing system consists of software implementation and hardware refresh to existing streaming appliances to enable video interoperability and sharing functionality with our regional partners, Rekor Command, Construction Partnership Program (CPP), and media outlets.

The total cost for the proposed Statement of Work is what will be distributed over three fiscal years. The breakdown of this amount is as follows:

Project Item	FY 27	FY 28	FY 29
Software Implementation and Hardware Refresh including Labor	$20,414.04		
Year 1 License and Support	$34,800.00		
Year 2 License and Support		$35,844.00	
Year 3 SaaS License and Support			$36,919.00
Project Contingency (10%)	$ 12,797.71		
TOTAL	**$68,011.74**	**$35,844.00**	**$36,919.00**

Previous Actions & Brief History of the Program/Project: The Mobility Authority had a previous agreement for these video sharing services offered by Skyline Technology Solutions using Luna Data Solutions, Inc through an approved Texas Department of Information Resources (DIR). The Mobility Authority is now seeking to have this agreement directly with Skyline Technology Solutions DIR Contract #DIR-CPO-6252.

Financing: Operating Budget

Action requested/Staff Recommendation: Staff recommends executing an agreement with Skyline Technology Solutions for a three-year Agreement to provide a hardware refresh and software for streaming video as a service.

Backup provided: DIR Vendor Agreement Skyline Technology Solutions
DIR Vendor Public Records Act
Agreement Skyline Technology Solutions

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

RESOLUTION NO. 26-0XX

APPROVING AN AGREEMENT WITH SKYLINE TECHNOLOGY SOLUTIONS INC. FOR A HARDWARE REFRESH AND STREAMING VIDEO AS A SERVICE SOFTWARE

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") operates the Traffic and Incident Management Center ("TIMC"), which coordinates traffic incident management operations with regional partners to promote cohesion and efficient mobility management throughout the region; and

WHEREAS, the TIMC utilizes a video sharing system to enable video interoperability and sharing functionality with regional partners; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565 and Mobility Authority Policy Code Section 401.008, the Mobility Authority may utilize procedures established by the Texas Department of Information Resources ("DIR") to procure goods and services through DIR cooperative contracts; and

WHEREAS, Skyline Technology Solutions Inc. ("Skyline") is an authorized vendor under DIR Contract No. DIR-CPO-6252; and

WHEREAS, the Mobility Authority previously maintained an agreement for video sharing services offered by Skyline under an approved DIR contract; and

WHEREAS, the Executive Director recommends entering into an agreement with Skyline Technology Solutions Inc. for a hardware refresh and streaming video as a service software in an amount not to exceed $140,774.74, attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the agreement with Skyline Technology Solutions Inc. for a hardware refresh and streaming video as a service software under DIR Contract No. DIR-CPO-6252, in an amount not to exceed $140,774.74, attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to enter into an agreement with Skyline Technology Solutions Inc. for a hardware refresh and streaming video as a service software in an amount not to exceed $140,774.74 through its cooperative contract with the Texas Department of Information Resources.

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

Submitted and reviewed by:

_____
James M. Bass
Executive Director

Approved:

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

Exhibit A

Quote

Sell To
Central Texas Regional Mobility Authority
CTRMA
3300 North Interstate Highway 35
Austin, Texas 78705
United States

Ship To Location
Central Texas Regional Mobility Authorit
CTRMA
3300 North Interstate Highway 35
Austin, Texas 78705
United States

Date 06/17/26
No. SQ001618-2
Expiration Date 07/17/26
Terms Net 30 Days

Prime Contract No.	Salesperson	Reference	F.O.B.	Ship Via
	BD - Art LeClair	Video as a Service Renewal		

Line	Item No.	Description	Qty	Price	Amount
1	SKY-LB-GENERAL LB	Implementation and Hardware Refresh Labor	1	12,794.04	12,794.04
2	SKY-SITCH-BASE-SVC	Sitch Video Streaming as a Service. Includes secure video sharing portal, advanced stream management API service, secure IPsec VPN connectivity to Skyline SaaS platform where portal and stream distribution infrastructure resides. With two (2) low BW streaming zones client can offline video to public upon demand. Enterprise class 24/7 monitoring, operations and maintenance in our SOC2 certified data center; ITIL-based service management; An assigned Customer Service Manager facilitates delivery including quarterly business reviews. Priced per stream per year. Minimum stream counts apply.	58	600.00	34,800.00
3	SKY-SFS1000-RFHW	Refresh of hardware for an existing SFS1000 streaming appliance. For an existing licensed streaming appliance, Skyline will provide a new hardware appliance with current software. Inclusive of hardware appliance with current software. Inclusive of hardware and labor for configuration. Includes remote support.	1	7,620.00	7,620.00

Quote

Sell To
Central Texas Regional Mobility Authority
CTRMA
3300 North Interstate Highway 35
Austin, Texas 78705
United States

Ship To Location
Central Texas Regional Mobility Authorit
CTRMA
3300 North Interstate Highway 35
Austin, Texas 78705
United States

Date 06/17/26
No. SQ001618-2
Expiration Date 07/17/26
Terms Net 30 Days

Prime Contract No.	Salesperson	Reference	F.O.B.	Ship Via
	BD - Art LeClair	Video as a Service Renewal		

Line	Item No.	Description	Qty	Price	Amount

Comment:

Renewal periods are subject to a 3% annual CPI-based increase.

Subtotal	55,214.04
Tax	0.00
Total Quote	55,214.04

Prices are based on costs and conditions existing on the date of the quote and are subject to change by Skyline before final acceptance. Purchases are subject to the terms and conditions of the contract/agreement governing this quote. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential warranty of merchantability or fitness for a particular purpose, and damages related to this agreement. There will be a minimum 20% restocking fee with original packaging.

Email PO's to: contracts@skylinenet.net
Please include the following on your PO:
Ship To Address and Contact Name
Invoicing Name and Address or Email
PO Number and Master Contract Number
Quantities and Part Numbers
Order Date
Chassis Serial #(s) - Maintenance Requests
FOB = Origin

Authorized Signature **Printed Name and Title** **Date**

DIR Vendor Agreement

This is to signify that the Central Texas Regional Mobility Authority and Skyline Technology Solutions have entered into a three-year Agreement **in an amount not to exceed $140,774.74** pursuant to Texas Government Code Section 2054.0565 utilizing Texas Department of Information Resources Contract No. # DIR-CPO-6252 DBITS for deliverable-based information technology services described in this proposal. All terms and conditions of Texas Department of Information Resources Contract No. # DIR-CPO-6252 DBITS are applicable to and made part of this agreement.

Skyline Technology Solutions

Jason Ross

Jason Ross, Vice President
Skyline Technology Solutions

Jul 23, 2026

Date

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

James M. Bass
Executive Director

Date

(CTRMA) DIR Vendor Agreement_Skyline Technology Solutions (26.07.23)

Final Audit Report 2026-07-23

Created:	2026-07-23
By:	Rebekah Rounds (rrounds@skylinenet.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAArE1l71R6T-6_DBQV2_P85ezH23HCpFr1

"(CTRMA) DIR Vendor Agreement_Skyline Technology Solutions (26.07.23)" History

Document created by Rebekah Rounds (rrounds@skylinenet.net)
2026-07-23 - 1:56:57 PM GMT- IP address: 144.202.232.42

Document emailed to Jason Ross (JROSS@SKYLINENET.NET) for signature
2026-07-23 - 2:10:49 PM GMT

Email viewed by Jason Ross (JROSS@SKYLINENET.NET)
2026-07-23 - 2:13:44 PM GMT- IP address: 104.47.73.126

Document e-signed by Jason Ross (JROSS@SKYLINENET.NET)
Signature Date: 2026-07-23 - 2:14:20 PM GMT - Time Source: server- IP address: 144.202.232.42 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-23 - 2:14:20 PM GMT

DIR Vendor Agreement

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Skyline Technology Solutions

Jason Ross

Jason Ross, Vice President
Skyline Technology Solutions

Jul 23, 2026

Date

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

James M. Bass
Executive Director

Date

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2026-07-23 - 2:14:20 PM GMT

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #15

Discuss and consider approving an agreement with Sigma Surveillance, LLC dba STS360 for purchase of speed awareness devices to support the Mobility Authority's roadway safety program

Strategic Plan Relevance:	Stewardship, Safety
Department:	Operations, Traffic and Incident Management
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Not to exceed $59,152.50
Funding Source:	Capital Budget
Action Requested:	Consider and act on draft resolution

Project Background: The National Highway Traffic Safety Administration notes that 11,288 people died in 2024 in speeding-related traffic deaths. This correlates to 29% of all traffic fatalities. Speeding endangers not only the life of the speeder, but everyone on the road around them, including law enforcement officers.

The Mobility Authority has identified areas along specific corridors where higher speeds are prevalent. To improve safety by increasing driver awareness of their speed, the Authority plans to purchase and deploy speed awareness devices. These signs are designed to be informative to all drivers, displaying the posted speed limit as well as current speed of vehicles, and will increase the awareness display for drivers who are travelling over a designated speed by displaying a message ("Slow Down") urging drivers to be aware of their high speed and take action.

These devices are intended for educational and awareness purposes only and will not feed into law enforcement systems.

Action Requested: The Mobility Authority studied several different manufacturers providing speed awareness devices. Requirements included the ability to display real-time vehicle speed, display a message after a speed threshold has been breached, be clearly visible at highway/expressway speeds, and be easily relocatable. After evaluating several different devices, it was determined that Wanco, Inc. provided the most

comprehensive and best value solution to meet the Authority's needs.

The current request seeks approval to enter into a new agreement with Sigma Surveillance LLC, dba STS360 for procurement of three (3) speed awareness devices manufactured by Wanco, Inc., administered through STS360 DIR Contract #DIR-CPO-6157. The associated not to exceed cost of $59,152.50 includes a 10% contingency as well as costs related to freight and a three-year onsite parts and labor warranty. It is important to note that only one device will be procured in fiscal year 2027.

Previous Actions: Not Applicable

Financing: Capital Budget

Staff Recommendation: Staff recommends approving an agreement with STS360 for procurement of speed awareness devices.

Backup provided: Draft resolution
STS360 Quote
DIR Vendor Agreement_STS360
DIR Vendor Public Records Act Agreement_STS360

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

RESOLUTION NO. 26-0XX

APPROVING AN AGREEMENT WITH SIGMA SURVEILLANCE LLC, DBA STS360, FOR PROCUREMENT OF SPEED AWARENESS DEVICES

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") has identified specific roadways where higher vehicle speeds are prevalent and pose safety risks to the traveling public, and seeks to improve safety by increasing driver awareness of their speed; and

WHEREAS, to improve safety and increase driver awareness, the Mobility Authority has determined that it is necessary to procure and deploy speed awareness devices capable of displaying real-time vehicle speeds and alerting drivers who exceed a designated speed threshold; and

WHEREAS, after evaluating several different speed awareness devices, the Mobility Authority determined that Wanco, Inc. provides the most comprehensive and best value solution to meet the Mobility Authority's needs; and

WHEREAS, Sigma Surveillance LLC, dba STS360 ("STS360"), is an authorized vendor for Wanco, Inc. speed awareness devices under Texas Department of Information Resources ("DIR") Contract No. DIR-CPO-6157; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565 and Mobility Authority Policy Code Section 401.008, the Mobility Authority may utilize procedures established by the DIR to procure goods and services through DIR cooperative contracts; and

WHEREAS, the Executive Director recommends entering into an agreement with STS360 for the procurement of speed awareness devices in an amount not to exceed $59,152.50, attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the agreement with Sigma Surveillance LLC, dba STS360, for the procurement of speed awareness devices manufactured through DIR Contract No. DIR-CPO-6157, in an amount not to exceed $59,152.50 attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to enter into an agreement with Sigma Surveillance LLC, dba STS360, for the procurement of speed awareness devices in an amount not to exceed $59,152.50 through its cooperative contract with the Texas Department of Information Resources.

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

Submitted and reviewed by:

_____
James M. Bass
Executive Director

Approved:

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

Exhibit A

Central Texas Regional Mobility Authority
(3) Wanco Speed Trailers

QUOTE:CTRMA202620805
Purhcase on DIR Contract: DIR-CPO-6157
Quote Date: 08/05/2026
Expiration Date: 09/05/2026

Bill of Materials

PART #	MFG.	DESCRIPTION	QTY.	MSRP	DIR DISCOUNT	UNIT PRICE	EXT PRICE
STS - Custom Speed Trailer	STS360	Compact Radar Speed Trailer (Speed Limit Sign 24in x 30in) Full matrix display - 26in LED characters - R2-1 Regulatory Speed Limit Sign with Changeable Speed Limit Numbers, standard size 24in w X 30in h - Approach-only K-band radar, FCC approved - One 65W Solar Panel - Two 6V batteries, 200 Ah total capacity - 15A Battery charger - Telescoping tower with 90-degree rotation - Locking control box - Orange powder-coat finish - 2in Ball hitch - High Density Polyethylene Fenders, Includes: 130W solar array, Wanco Standard battery box with two 12V 4D AGM Batteries and 45 amp battery charger ADD ON: Extreme speed red and blue flashing strobes or white flashing strobes (Inside the display) ADD ON: Wanco Traffic Data Classifier System (side fire radar-based, nonintrusive) with Wanco Traffic Analyzer software (Local USB Download Only) ICC message sign touch screen controller for creating custom messages. Includes all requried Freight and Shipping to customer site	3	$31,050.00	50.0%	$15,525.00	$46,575.00
WAR0003	STS360	3 Year Onsite Parts and Labor Warranty	1	$14,400.00	50.0%	$7,200.00	$7,200.00
						TOTAL	**$53,775.00**

Lead Time: 4-6 Weeks ARO - Client MUST have loading dock or forklift with 8' forks in order to offload equipment

sales@sts360.com
sts360.com

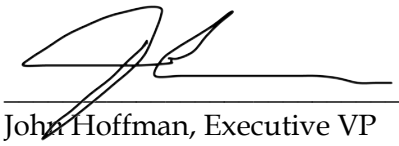
(972) 392-3635
DPS LICENSE B10434601

4040 State Highway 121, Suite 160
Carrollton, Texas 75010

DIR Vendor Agreement

This is to signify that the Central Texas Regional Mobility Authority and Sigma Surveillance, LLC dba STS360 have entered into an Agreement **in an amount not to exceed $59,152.50** pursuant to Texas Government Code Section 2054.0565 utilizing Texas Department of Information Resources Contract No. #DIR-CPO-6157 for the deliverable-based information technology services described in this proposal. All terms and conditions of Texas Department of Information Resources Contract No. #DIR-CPO-6157 are applicable to and made part of this agreement.

SIGMA SURVEILLANCE, LLC DBA STS360



John Hoffman, Executive VP
Sigma Surveillance, LLC dba STS360

08/14/2026
Date

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

James Bass
Executive Director

Date

Public Records Act Agreement

Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Authority's possession, including materials submitted by Contractor, are subject to the provisions of the Texas Public Information Act (see Texas Government Code § 552.001). Contractor shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Contractor is advised to contact legal counsel concerning such law and its application to Contractor.

If any of the materials submitted by the Contractor to the Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Contractor, the Authority will endeavor to advise Contractor of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Authority be responsible or liable to Contractor or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Authority or its officers, employees, contractors or consultants.

In the event of litigation concerning the disclosure of any material marked by Contractor as "Trade Secret" or "Confidential," the Authority's sole obligation will be as a stakeholder retaining the material until otherwise ordered by a court, and Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Authority reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees, including reasonable attorneys' fees and costs, incurred by the Authority in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by Contractor.

SIGMA SURVEILLANCE, LLC **DBA STS360**	**CENTRAL TEXAS REGIONAL** **MOBILITY AUTHORITY**
John Hoffman, Executive Vice President Sigma Surveillance, LLC dba STS360	James M. Bass Executive Director
07/20/2026 Date	Date

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #16

Discuss and consider approving the issuance of a request for proposals for a pool of firms to provide roadside collection services to the Mobility Authority

Strategic Plan Relevance:	Stewardship, Collaboration, Innovation, Service & Safety
Department:	Operations
Contact:	Greg Mack, Director of IT & Toll Systems
Associated Costs:	To Be Determined
Funding Source:	Capital Budget Renewal & Replacement
Action Requested:	Consider and act on draft resolution

Project Description/Background:

Toll transaction management is a critical business process area within a tolling agency. The process is triggered when a vehicle traveling on a toll agency maintained and operated toll road passes through a toll gantry. Equipment at the toll gantry captures a suite of data that uniquely identifies the toll transaction. This data includes an image of the license plate used to extract the license plate number and state, vehicle axles, or class, date/time, location, and transponder device information. The resulting data set serves as inputs necessary to determine the toll amount, the individual responsible for paying the toll and the payment path used to submit a request for payment. Additionally, toll transaction data is used for traffic and customer pattern analysis, monitoring and validation of toll system performance and accuracy, revenue and financial analysis, and other data points for the toll agency to make informed business decisions.

The Mobility Authority currently uses an outsourced solution developed by Quarterhill (formerly Electronic Transaction Consultants, LLC) on the MoPac Express Lane, 183 Express Lanes, 290 Toll, 183A (Phase III), and 71 Toll Lane to handle the end-to-end toll

transaction management processes and workflow. The Mobility Authority uses Kapsch for these services on 183A Toll, 45SW Toll, and 183 Toll.

Current Action:

In 2025, the Mobility Authority's staff began to evaluate the best fit solution for procuring a replacement roadside system. Staff determined that a bench contract wherein the Mobility Authority selects toll system integrators (TSIs) to provide implementation, maintenance and image review services via a work-order-based pool contract provides the most benefit. This structure fosters a competitive environment for Electronic Toll Collection System (ETCS) pricing and technological advancement. By issuing task orders within this pool, the Mobility Authority can select the TSI whose technical capabilities and innovations best align with specific facility requirements and strategic goals. This flexible approach allows for project-by-project awards based on performance history, resource availability, and cost-effectiveness.

The scope of the ETCS procurement includes, but is not limited to, roadside systems and infrastructure, Variable Toll Message Signs (VTMS) to display toll rates on Express Lane facilities; processing, tracking, and storing all transactions generated by roadside tolling equipment; a trip building system that creates trips based on the Mobility Authority's business rules; complete image processing to provide license plate information of images captured on the roadside, including all systems, and required operations staff; and a dynamic pricing system that calculates and provides toll rates based on traffic conditions in the express and general purpose lanes.

The scope also includes a comprehensive reporting system; network administration of all ETCS communications equipment, software, cables, connections, and configurations necessary to operate the ETCS; and all necessary maintenance services to support all hardware, software, and network on the ETCS. Finally, the ETCS procurement scope requires an interface with the Mobility Authority's Data Platform System for transmission of trips, images, and for receipt of Transponder Validation Lists (TVL) and other files.

The initial term of the contract is 7 years. The Mobility Authority shall have the option to extend the contract for 2 additional 2-year renewals. Final details containing the contract terms and renewals are subject to approval by the Mobility Authority Board of Directors.

On May 1, 2026, the Mobility Authority publicly issued a Request for Qualifications (RFQ) for electronic toll collection integration, maintenance, and image review services on CIVCAST.

In response to this RFQ, the Mobility Authority received seven Statements of Qualifications ("submissions"). Submissions were received from the following Proposers, listed alphabetically:

1. Conduent
2. Indra USA
3. Kapsch TrafficCom USA, Inc.
4. Mowiz
5. Quarterhill
6. SICE Inc.
7. TransCore

Each of the submissions was reviewed for compliance with the Mobility Authority's stated criteria, which included: project approach; company references; evidence of SOC 1 Type 2 audit experience; past contract performance; and financial ability to implement the project.

All submissions received were reviewed by the Pass/Fail Committee and conveyed to evaluation team members for individual review and scoring. A combined session was convened to evaluate individual scoring and share reviewer comments. Individual scores were recorded, and averages calculated. The resultant ranking and short list recommendations were presented to the Mobility Authority's Executive Director. The outcome of this process resulted in a recommended short list. Per the RFQ, this short-list of Proposers is eligible to receive and respond to the Request for Proposals (RFP), which signifies the beginning of step two of the two stage procurement process.

Previous Actions & Brief History of the Program/Project:

The Mobility Authority entered into a contract with Quarterhill in December 2021 for the design, procurement, and installation of a toll collection system on the Mobility Authority's turnpike system. The Quarterhill agreement expires in December 2027 and includes the option of two 2-year extensions. Kapsch TrafficCom is the Mobility Authority's legacy toll system integrator. The Kapsch ETCS maintenance agreement

expires in June 2027, five years after the acceptance date of the Kapsch implementation of the 183 Toll ETCS.

Action requested/Staff Recommendation:
Should the Board approve this item, staff will release the Request for Proposals shortly following the August board meeting. The Question and Answer period will begin in September and conclude in October. Vendor responses will be due in November 2026. Staff expects to present its recommendation for the selected TSIs at the January board meeting and request approval for the Executive Director to negotiate and execute a contract with the selected vendors.

Staff recommends approving the issuance of an RFP to determine a bench of TSIs for electronic toll collections integration, maintenance, and image review services.

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

RESOLUTION NO. 26-0XX

APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR A POOL OF FIRMS TO PROVIDE ROADSIDE TOLL COLLECTION SERVICES ON MOBILITY AUTHORITY FACILITIES

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") currently utilizes outsourced Electronic Toll Collection System (ETCS) solutions provided by Quarterhill (formerly Electronic Transaction Consultants, LLC) and Kapsch TrafficCom across its toll facilities, with both agreements expiring in 2027; and

WHEREAS, pursuant to Article 16 of the Mobility Authority Policy Code ("Policy Code"), the Mobility Authority is authorized to establish a pool of vendors, providing greater flexibility to contract with firms whose experience and expertise best align with the Mobility Authority's needs; and

WHEREAS, the Mobility Authority desires to procure a replacement roadside toll collection system through a bench contract structure wherein a pool of qualified toll system integrators ("TSI") provides implementation, maintenance, and image review services via a work-order-based pool contract; and

WHEREAS, on May 1, 2026, the Mobility Authority issued a Request for Qualifications ("RFQ") for electronic toll collection integration, maintenance, and image review services, and completed an evaluation process resulting in a recommended short-list of qualified proposers; and

WHEREAS, Staff recommends that the Mobility Authority proceed with the issuance of a Request for Proposals ("RFP") to the short-listed proposers for TSI services on Mobility Authority toll facilities.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to issue an RFP to solicit proposals from short-listed firms interested in providing electronic toll collection integration, maintenance, and image review services on Mobility Authority toll facilities; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to establish and implement a process to review and evaluate responses to the RFP and to make a recommendation to the Board for the award of a contract to the proposer or proposers offering the best value based on the criteria set forth in the RFP.

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

Submitted and reviewed by:

_____

James M. Bass
Executive Director

Approved:

_____

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #17
Executive Director Board Report

Strategic Plan Relevance:	Stewardship, Collaboration, Innovation, Service & Safety
Department:	Executive
Contact:	James M. Bass, Executive Director
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

Project Description/Background:

Executive Director Report.

A. Recent agency staff activities.
B. Agency roadway performance metrics.

Backup provided: None

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #18
Executive Session

Executive Session:

Discuss legal issues related to the development of the Mopac South Project, as authorized by §551.071 (Consultation with Attorney).

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #19
Executive Session

***Executive Session*:**

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #20
Executive Session

***Executive Session*:**

Discuss personnel matters as authorized by §551.074 (Personnel Matters).

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

August 26, 2026
AGENDA ITEM #21

Adjourn Meeting

Adjourn Board Meeting.