

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE NORTH EAST TEXAS
REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 25-39

WHEREAS, the North East Texas Regional Mobility Authority (“NET RMA”) was created pursuant to the request of Gregg and Smith Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, et seq. (the “RMA Rules”); and

WHEREAS, the Board of Directors of the NET RMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, subsequent to the initial formation of the NET RMA the Counties of Cherokee, Rusk, Harrison, Upshur, Bowie, Panola, Wood, Van Zandt, Titus, Kaufman, Camp, and Cass joined the Authority and are represented on the Board of Directors; and

WHEREAS, in Resolution No. 19-30, dated September 10, 2019, following a competitive procurement, the NET RMA Board of Directors selected CDM Smith to serve as one of the firms to provide traffic and revenue engineering services to the NET RMA and authorized the Executive Director to negotiate, finalize, and execute an agreement with CDM Smith for the provision of such services (the “Agreement”); and

WHEREAS, CDM Smith has developed a proposed scope of services and budget for the preparation of the traffic and toll revenue study for Segment 6 of Toll 49, for an amount not to exceed \$396,369.00; and

WHEREAS, a copy of that proposed scope of services and budget is contained in Work Authorization No. 11, attached hereto as Attachment “A”; and

WHEREAS, the Board of Directors must approve Work Authorization No. 11 before CDM Smith may proceed to work thereunder; and

WHEREAS, CDM Smith has represented to the Board of Directors that the work reflected in Work Authorization No. 11 is necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the NET RMA hereby approves Work Authorization No. 11 with CDM Smith in the form attached hereto as Attachment “A”, for an amount not to exceed \$396,369.00; and

BE IT FURTHER RESOLVED, that all work performed under Work Authorization No. 11 shall be subject to the Agreement between the NET RMA and CDM Smith and that no additional work may be undertaken without the specific approval of the Board of Directors.

Adopted by the Board of Directors of the North East Texas Regional Mobility Authority on the 4th day of November 2025.

Submitted and reviewed by:

Approved:

Signed by:

Brian O'Reilly

Brian O'Reilly

General Counsel for the North East
Texas Regional Mobility Authority

DocuSigned by:

Gary Halbrooks

Gary Halbrooks

Chair, Board of Directors
Date Passed: 11/04/25
Resolution No. 25-39

ATTACHMENT A

APPENDIX C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 11

This Work Authorization is made as of this **4th** day of **November 2025**, under the terms and conditions established in the AGREEMENT FOR TRAFFIC AND REVENUE ENGINEERING SERVICES, dated as of **December 30, 2019** (the “Agreement”), between the North East Texas Regional Mobility Authority (“Authority”) and CDM Smith (“Consultant”). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

This Work Authorization covers the monitoring of the Traffic and Toll Revenue (T&R) performance of the Toll 49 System, prepare quarterly presentations to the NET RMA’S Board of Directors, and perform miscellaneous technical assistance.

NET RMA Toll 49 Segment 6 Technical Support

Section A. - Scope of Services

A.1. Consultant shall perform the following Services:

Consultant shall perform the Services included in **Exhibit B** (attached). The services described in **Exhibit B** will be requested and approved by the Authority. The Consultant will not perform any services without prior written approval of the Authority in the form of a Notice to Proceed.

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

- Additional support beyond the limited technical support as outlined under **Exhibit B**.

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

- Deliverables as listed in **Exhibit B**.

Section B. - Schedule

Consultant shall perform the Services and deliver the related Documents (if any) according to the schedule provided in **Exhibit C**.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to Consultant the amount not to exceed **\$396,369.00**, based on the attached fee estimate shown in **Exhibit D**. Compensation shall be in accordance with the Agreement.

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

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the Consultant.

- Provide data as noted in **Exhibit A**.
- Conduct timely reviews of draft submissions and provide comments to finalize the submissions.

Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the attached **Exhibit A**.

Section E. - Other Provisions

The Parties agree to the following provisions with respect to this specific Work Authorization:

Reliance on Data: The Consultant may rely upon the data and the accuracy and completeness of information provided (both written and oral) by the Authority and the Authority's consultants.

Disclaimers:

- a) Consultant is not recommending an action to the municipal entity;
- b) Consultant is not acting as an advisor to the municipal entity and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to the municipal entity with respect to the information and material contained in this work authorization and produced per the requirements of **Exhibit B**; and
- c) The Authority should discuss any information and material contained in this work authorization and produced per the requirements of **Exhibit B** with any and all internal or external advisors and experts that the Authority deems appropriate before acting on this information or material.

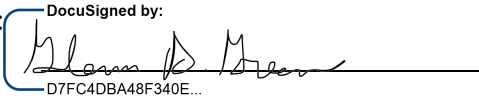
Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

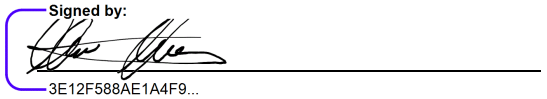
Authority: North East Texas Regional
Mobility Authority

Consultant: CDM Smith

By: Glenn Green

By: Christopher E. Mwalwanda

Signature:  Glenn D Green
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Signature:  Christopher E. Mwalwanda
3E12F588AE1A4F9...

Title: Executive Director

Title: Client Service Leader

Date: 11/5/2025

Date: 11/5/2025

**EXHIBIT A
SERVICES TO BE PROVIDED BY
THE
NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY (Authority)**

The Authority shall furnish or assist CDM Smith (Consultant) in obtaining the following items and services:

1. The most recent traffic data collected within the Tyler region.
2. A description of the business terms and tolling policies to incorporate into the analysis, where applicable.
3. Actual monthly transaction and toll revenue reports generated by the Authority.
4. Daily number of transactions and toll revenue by gantry, by vehicle class (passenger car and commercial vehicle), and by payment type (ETC vs. Video).
5. Monthly reports summarizing information such as I-toll transactions and other variables related to Pay-By-Mail toll collection method.
6. Proposed alignments from current studies.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE CONSULTANT
NET RMA Toll 49 Segment 6 Technical Support

The following lists the scope of services associated with this work authorization:

Task 1: Design Traffic Data

The Consultant will prepare traffic volume estimates to support the planning phase of development for the proposed Segment 6 extension of Toll 49. It is anticipated that four alignments will be included in the evaluation (Purple, Yellow, Teal, and Teal Adjusted).

The Consultant will conduct a data collection effort to support the development of traffic estimates in the Segment 6 corridor. This data collection may include conducting existing traffic volume and turning movement counts and limited field investigations. Proposed data collection may include, but is not limited to the following:

- Existing Traffic Volumes
 - 48-hour bidirectional volume counts (up to 50 locations)
 - 48-hour bidirectional classification counts (up to 25 locations)
- O-D patterns from data providers such as Streetlight/Replica
- Historical traffic data

The Consultant will develop traffic projections for the Toll 49 Segment 6 corridor for the years 2035 and 2055, using the current Tyler MPO travel demand model as a base. Projected volumes will be developed for up to four (4) alignment alternatives and will include the following:

- Annual Average Daily Traffic (AADT) and Design Hourly Volume (DHV) for proposed facilities in the corridor, including main lanes, ramps, direct connectors, intersections, and frontage roads
- Percentage of single unit and combination trucks for both the AADT and the DHV
- Directional distribution of traffic
- K-factors (DHV/AADT)
- Vehicle classification light, medium and heavy trucks
- Turning movements for up to five intersections for each alignment

Task 2: Sketch Level Traffic and Revenue Study

The Consultant shall review and update the traffic forecasting models based on the Tyler Area MPO's 2050 MTP travel demand model. The Consultant will review the existing roadway networks within the project area for use in the development of traffic and toll revenue estimates for the proposed projects. The updates will include adjustments to capacity and speeds where applicable. The model development effort performed under this task will be focused on an area within a five-mile radius of the proposed project location (the "project area") and will be calibrated to the recent transaction data described in Task 1. Travel demand modeling will be completed for the base year (2025) and forecast year (2050).

Using the calibrated travel demand model, traffic and toll revenue estimates will be developed for up to four (4) alignments and will quantify the following revenue impacts:

- Total revenue forecast for Toll 49 Segment 6
- Marginal revenue impact on the existing Toll 49 (Segments 1, 2, 3A, 3B, 4, and 5)

Annual toll revenue estimates will be estimated for a thirty-year (30) period based on results of the traffic forecast and the assumed toll collection structure and rates. Annual toll revenue estimates beyond the latest forecast year of the travel demand model will be calculated using nominal growth rate assumptions. Any subsequent sensitivities and scenarios are not included as part of this proposal and will be subject to additional budget considerations as may be warranted.

In addition to the revenue forecasts, the analysis will also include the following additional components:

- Feasibility comparison of the four alignment alternatives based on cost estimates to be provided by NET RMA.
- Sensitivity analysis of up to one (1) phased opening option for each of the four alignment alternatives

Documentation of the effort will include a letter report (approximately 5 pages) which will contain study findings and the sketch level traffic and revenue forecasts.

Task 3: Project management, and QC

This task will include administrative actions required for the project, including ten (10) internal meetings, one (1) in-person meeting with Authority staff, scheduling, etc. Additionally, quality assurance/quality control (QAQC) including project quality management (PQM) workshops, internal technical review committee (TRC) reviews and meetings will be undertaken for results and documents developed as part of the study. This includes internal executive review by the Consultant.

Deliverables:

- Monthly project progress reports along with the monthly invoices.

**EXHIBIT C
WORK SCHEDULE**

The Consultant is prepared to initiate services immediately upon receipt of notice-to-proceed (NTP).

All work assignments authorized by NTP under this Work Authorization must be completed on or before **December 31, 2026.**

**EXHIBIT D
FEE ESTIMATE**

Task	CDM Smith Labor	Direct Expenses	Subconsultants / Vendors	TOTAL
1. Design Traffic Data	\$135,941	\$0	\$50,000	\$185,941
2. Sketch Level T&R Analysis	\$119,239	\$0	\$50,000	\$169,239
3. Project Management/Administration	\$38,689	\$2,500	\$0	\$41,189
TOTAL	\$293,869	\$2,500	\$100,000	\$396,369