

**JULY 28, 2011 CTRMA BOARD OF DIRECTORS MEETING
Summary Sheet**

AGENDA ITEM # 4

Approve a proposed amendment to the October, 2005 Agreement for Traffic and Revenue Engineering Services with URS Corporation to delete Article 17 (Authority Indemnified) and related provisions of that agreement.

Department: Financial Services

Associated Costs: None

Funding Source: N/A

Board Action Required: YES

Description of Matter:

This item provides an opportunity for the Board of Directors to consider and take action on the request initiated by URS Corporation to amend the October, 2005 Agreement for Traffic and Revenue Engineering Services with URS Corporation. The proposed amendment would delete Article 17 (Authority Indemnified) and related provisions of that agreement.

Placing the item on the agenda implements one provision included in the attached letter dated June 28, 2011, signed by URS Corporation and Bill Chapman. In that letter, CTRMA staff agreed to “take all actions necessary to include on the agenda for CTRMA’s next regularly scheduled board meeting and seek the approval of a proposed amendment to the Agreement to provide for the removal of Article 17 of the Agreement and any related provisions as amended.”

Attached documentation for reference:

**June 28, 2011 letter agreement signed by URS Corporation and Bill Chapman
Draft Resolution**

Contact for further information:

Bill Chapman, Chief Financial Officer



Joseph Masters
Vice President, General Counsel
and Secretary

June 28, 2011

Mr. Bill Chapman
Chief Financial Officer
Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701

RE: Manor Expressway Project – Agreements Related to Issuance of Certificate

Dear Mr. Chapman:

As a condition to URS Corporation's ("URS") delivery of an executed certification in the attached form (the "Certification") and Central Texas Regional Mobility Authority's (the "CTRMA") use of the Certification in any way with respect to the Series 2011 Obligations (as defined in the Certification), you agree, to the extent permitted by law and without making any representation as to the enforceability thereof, on behalf of the CTRMA and its officers, directors, employees and agents (as defined in Article 17 of the October 2005 Agreement for Traffic and Revenue Engineering Services (the "Agreement") entered into between the CTRMA and URS Corporation): (1) to release URS from all claims, costs, and liabilities of any type or nature, including but not limited to for defense expenses and attorneys' fees, pursuant to Article 17 of the Agreement or any related provisions as amended; and separately (2) to take all actions necessary to include on the agenda for CTRMA's next regularly scheduled board meeting and seek the approval of a proposed amendment to the Agreement to provide for the removal of Article 17 of the Agreement and any related provisions as amended.

Please acknowledge our agreement by signing in the space indicated.

Sincerely,

Acknowledge and agreed:

Enclosure

URS Corporation
600 Montgomery Street, 26th Floor
San Francisco, CA 94111
Tel: 415.774.2700
Fax: 415.834.1506
joe_masters@urscorp.com


Bill Chapman

CERTIFICATE OF URS CORPORATION

The undersigned, a duly elected and acting officer of URS Corporation (the "*Consultant*"), hereby certifies that:

1. This certificate has been requested from the Consultant in connection with the issuance by the Central Texas Regional Mobility Authority of its Senior Lien Revenue Bonds, Series 2011 (the "*Series 2011 Senior Lien Bonds*") and its Subordinate Lien Revenue Bonds, Series 2011 (the "*Series 2011 Subordinate Lien Bonds*") and together with the Series 2011 Senior Lien Bonds the "*Series 2011 Obligations*"). Capitalized terms used in this certificate shall have the meanings given to them in the Official Statement dated June 10, 2011 (the "*Official Statement*") prepared in connection with the sale of the Series 2011 Obligations.

2. The Consultant has been retained to act as the traffic and revenue consultant for the Manor Expressway Project.

3. The Consultant has prepared the "Manor Expressway Toll Road Project Investment Grade Traffic and Toll Revenue Study Final Report" dated May 16, 2011 (the "*Report*"), and the Consultant and Stantec Consulting Services Inc. have jointly prepared the "CTRMA Toll System Traffic and Revenue Final Summary Report" dated May 16, 2011 (the "*System Traffic and Revenue Report*"). Subject to the same assumptions and qualifications provided in the Report and the System Traffic and Revenue Report, as of this date, the Consultant believes the statements made by it in the Report and the System Traffic and Revenue Report to be correct and accurate in all material respects. Other than such statements, and other than with respect to the information contained under the caption "Traffic and Revenue Reports" (except for Stantec Consulting Services, Inc.), "APPENDIX D – Manor Expressway Traffic and Revenue Report" and "APPENDIX F – System Traffic and Revenue Report" (except for Stantec Consulting Services, Inc.), the Consultant takes no responsibility for and makes no representations regarding the accuracy of any statements or information presented in the Preliminary Official Statement dated as of May 23, 2011 or the Official Statement.

Dated: _____, 2011

URS CORPORATION

By: _____

Name: _____

Title: _____

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

RESOLUTION NO. 11-___

Approve a proposed amendment to the October, 2005 Agreement for Traffic and Revenue Engineering Services with URS Corporation to delete Article 17 (Authority Indemnified) and related provisions of that agreement

WHEREAS, by Resolution No. 05-73, dated September 28, 2005, the Board of Directors approved and authorized the Executive Director to execute a contract with URS Corporation (“URS”) to provide traffic and revenue engineering services to CTRMA, and that contract was subsequently executed by URS and CTRMA to become effective on or about October 1, 2005 (the “Agreement”); and

WHEREAS, a letter agreement relating to Article 17 (Authority Indemnified) and any related provisions was signed by Joseph Masters, Vice President and General Counsel of URS Corporation and, on behalf of CTRMA to the extent permitted by law, and without making any representation as to the enforceability of that agreement, by Bill Chapman, CTRMA’s Chief Financial Officer, a copy of which is attached to this resolution as Attachment A; and

WHEREAS, the Board has considered the proposed contract revision set forth in Attachment A and believes it is in the interest of CTRMA to approve the proposed revision.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves an amendment to the Agreement to delete Article 17 (Authority Indemnified) and any related provisions; and

BE IT FURTHER RESOLVED, that the Executive Director, on behalf of CTRMA, is authorized and directed to negotiate and execute an amendment to the Agreement consistent with this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2011.

Submitted and reviewed by:

Approved:

Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-___
Date Passed: 7/28/11

ATTACHMENT "A" TO RESOLUTION 11-
SEPTEMBER 28, 2011, URS CORPORATION LETTER AGREEMENT

[on the following 2 pages]