

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

RESOLUTION NO. 08-35

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the CTRMA identified the proposed 183-A turnpike as its initial project in the petition filed under the RMA Rules; and

WHEREAS, the CTRMA has approved various work authorizations for its General Engineering Consultant (the "GEC") to pursue work necessary for the development of 183-A; and

WHEREAS, in Resolution No. 03-46, dated September 24, 2003, the CTRMA Board of Directors approved Work Authorization No. 3.1 concerning project office operations, administrative support, and core staff services related to project development; and

WHEREAS, in subsequent Resolutions the CTRMA Board of Directors approved various Supplements to Work Authorization No. 3.1 to address specific undertakings by the GEC within the scope of Work Authorization No. 3.1; and

WHEREAS, in Resolution No. 07-60, dated October 3, 2007, the Board of Directors approved the GEC providing certain GIS (geographic information system) services for the CTRMA's management of project assets under Supplement 9 to Work Authorization No. 3.1; and

WHEREAS, the GIS services developed under Supplement 9 are now in a graphic format that is being further developed by the GEC for ultimate use by the CTRMA and such further development requires that the GIS database tool be maintained on a development server by the GEC; and

WHEREAS, the scope and fees associated with such interim web hosting on the GEC's development server are addressed and described in Supplement No. 11 to Work Authorization No. 3.1 attached hereto as Attachment "A"; and


WHEREAS, the GEC has represented to the Board of Directors that the work reflected in Supplement No. 11 to Work Authorization No. 3.1 and the cost thereof is necessary and appropriate to finalize the development of the GIS database tool.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Supplement No. 11 to Work Authorization No. 3.1, attached hereto as Attachment "A", provided that any work commenced under the Supplement 11 to Work Authorization No. 3.1 be subject to the

Agreement for General Consulting Civil Engineering Services between the CTRMA and the GEC.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June, 2008.

Submitted and reviewed by:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08-35
Date Passed 6-25-08

**ATTACHMENT "A"
TO
RESOLUTION 08-35**

Supplement No. 11 to GEC Work Authorization 3.1

EXHIBIT B

WORK AUTHORIZATION NO. 3.1 – SUPPLEMENT NO. 11

This Supplement No. 11 to Work Authorization No. 3.1 is made this 16th day of June, 2008, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of September 15th, 2003 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and HNTB Corporation (GEC). This Supplement Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement:

GIS Hosting

The following terms and conditions of Work Authorization No. 3.1 are hereby amended, as follows:

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Scope of Work

A.2. The following Services are not included in this Supplement No. 11 to Work Authorization No. 3.1, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

N/A

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

As set forth in Attachment A - Scope of Work

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services defined herein shall be complete by December 31, 2009.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed **\$13,617.00**, based on Attachment B – Fee Estimate. This will increase the not to exceed compensation amount for Work Authorization No. 3.1 from \$7,570,225.00 to **\$7,583,842.00**. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts contained in Attachment B-Fee Estimate for the various companies and firms composing the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by Owner.

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

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 GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

N/A

Section E. - Other Provisions

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

N/A

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

Authority: Central Texas Regional Mobility
Authority

GEC: HNTB Corporation

By: _____

By: Richard L. Ridings, P.E.

Signature: _____

Signature: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

General
Counsel
Approval: _____

CENTRAL TEXAS RMA**ATTACHMENT A – SCOPE OF WORK****WORK AUTHORIZATION NO. 3.1 – SUPPLEMENT NO. 11****SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT
(GEC)**

The service to be provided by the GEC under this scope includes GIS hosting.

**I. AUTHORITY ENTERPRISE GIS (EGIS) ASSET VIEWER APPLICATION
HOSTING**

The goal of this initiative is to host the GIS Intranet-based asset inventory map viewer application and provide application administration.

PROJECT SCHEDULE

The GIS hosting environment will be established and the GIS Intranet-based asset inventory map viewer application will be deployed in the hosting production environment and made accessible to AUTHORITY.

The 12 month hosting agreement, support and maintenance of the GIS intranet asset inventory map viewer application and GIS hosting environment will extend until 11:59 PM CST on the day prior to the one-year anniversary date that GEC started hosting AUTHORITY's GIS application.

Implementation Plan	Start	Finish
GIS Hosting	July '08	July '09
1. Set up Basic GIS hosting environment		
2. Host GIS application		
3. Administer Application		

SCOPE OF SERVICES AND PRICING**GIS Hosting**

Establish the Basic GIS hosting environment according to Attachment C, GIS Hosting. This Scope of Services does not include any application modifications and enhancements.

GEC will host the Asset Inventory Map Viewer application from July 1st, 2008 through June 30th, 2009 for a fee of \$400 per month for a total fee of \$4800.

Notwithstanding anything to the contrary in any other agreement between Authority and GEC, Internet Hosting is a commercially priced service maintained and operated by HNTB and is in accordance with FAR guidelines.

The parties agree to the following changes in the original contract:

The following terms and conditions are hereby added to the Agreement and incorporated therein by reference:

GEC shall provide GIS Hosting Services described in GEC's Internet Hosting Catalog Pricing available on the GEC's Web site (<http://www.hntb.com/pricing/>) according to the schedule set forth therein as selected by Authority on the Project Price Sheet ("Service"). By written amendment hereto, Authority may elect for GEC to provide additional services. The Services hereunder are for exclusive use by the Authority and related parties for this Project.

Notwithstanding anything to the contrary in any other agreement between the parties, by using GIS Hosting Services, the Authority accepts all the terms and conditions of this Agreement, including, in particular, the terms set forth in GEC's Internet Hosting Policy as now or subsequently in force. The most current version is available on the GEC's Web site (<http://www.hntb.com/pricing/>).

For GIS Hosting, Authority shall pay GEC for the Services in accordance with the lump sum project amount set forth in Project Price Sheet attached hereto. Any services requested by Authority in addition to the Services described in the Project Price Sheet shall be billed to and paid by Authority at the Pay Rates specified in GEC's then current Internet Hosting Catalog Pricing.

LIMITATIONS OF RESPONSIBILITY

Services shall be accessible to Authority via the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of hosting services due to causes beyond the control of GEC or which are not reasonably foreseeable by GEC, such as interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

GEC shall provide daily incremental backups and weekly offsite tape storage for all commercially hosted sites.

To the extent necessary to render the Services, Authority hereby grants to GEC a non-exclusive, worldwide, royalty-free license to edit, modify, adapt, translate, exhibit, publish,

transmit, participate in the transfer of or, reproduce, create derivative works from, distribute, perform, display, and otherwise use Authority-supplied content.

GEC shall not be responsible for verifying or ensuring the accuracy of any information or content hosted on the servers which is supplied by Authority or any other Project participant, nor ensuring that such information or content does not violate or infringe any law or other third party rights.

Authority shall place and cause to be placed on the GEC's servers content that does not contain any data or materials which are obscene, threatening, malicious, which infringe on or violate any applicable law or regulation or any proprietary, contract, moral, privacy or other third party right, or which otherwise exposes GEC to civil or criminal liability. Any such materials placed on the servers which do not satisfy the foregoing requirements shall be deemed to be a material breach of this Agreement.

Authority will advise its employees and other project participants of the terms by which Authority is providing this service to its users.

LIMITATION OF LIABILITY

Authority acknowledges that data stored in electronic media or on a Web site can deteriorate undetected or be modified without GEC's knowledge, therefore, GEC does not accept liability or responsibility for maintaining the completeness or correctness of the Authority's content, or liability for unauthorized access to, or alteration, theft or destruction of, content or Authority's data files, programs or information through accident, fraudulent means or devices. The GEC shall have no liability with respect to the GEC's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if the GEC has been advised of the possibility of such damages. In any event, the liability of the GEC to the Authority for any reason and upon any cause of action shall be limited to the amount actually paid to the GEC by Authority for Internet Hosting Services during the one month immediately preceding the date on which such claim accrued. This limitation applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts.

OWNERSHIP OF INTELLECTUAL PROPERTY

Notwithstanding anything to the contrary in any other agreement between HNTB and Authority, all materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by GEC or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by GEC to provide the Hosting Services to Authority, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of GEC or its suppliers.

NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Authority and GEC. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Authority and GEC.

TERMINATION

In the event Authority defaults under its Agreement for professional engineering or architectural services with GEC or one of its affiliated entities, GEC shall have the option, but not the obligation, to terminate this Agreement upon thirty (30) days written notices to Authority.

GEC may terminate this Agreement upon written notice in the event of substantial failure by Authority to perform in accordance with this Agreement. In the event of such termination, GEC may or may not complete the Services under this Agreement, all as GEC deems appropriate in its sole discretion. In the event of termination, all amounts owing to GEC for Services performed under this Agreement will become immediately due and owing as of the date of its termination.

Attachment B - Fee Estimate

CTRMA
WORK AUTHORIZATION NO. 3.1
SUPPLEMENT NO. 11

TRMA GEC
NTB Corporation - MANHOUR BREAKDOWN
June 16, 2008

Foundation

(Labor Rates)	MANHOURS								TOTAL HRS
	A	B1	B	C	D	E	F1	F	
\$	82.00	\$ 82.00	\$ 68.00	\$ 57.00	\$ 44.00	\$ 33.00	\$ 33.00	\$ 23.00	

Task Work Description

Task	A	B1	B	C	D	E	F1	F	TOTAL HRS
1.0 GIS Hosting									
a. Hosting environment (set up)		0	1	2	27	5	0		35
b. Basic GIS Hosting Fee (see below)		0	0	0	0	0	0		0
c. Application Administration		0	1	9	22	0	0		32

TOTAL GEC TEAM DIRECT LABOR	A	B1	B	C	D	E	F1	F	TOTAL HRS
	0	0	2	11	49	5	0	0	67
% Total for Classification	0.00%	0.00%	2.99%	16.42%	73.13%	7.46%	0.00%	0.00%	

Labor Costs	\$ -	\$ -	\$ 136	\$ 627	\$ 2,156	\$ 165	\$ -	\$ -	\$ 3,084
Overhead Costs	155.26%	\$ -	\$ 211	\$ 973	\$ 3,347	\$ 256	\$ -	\$ -	\$ 4,788
Profit	12%	\$ -	\$ 42	\$ 192	\$ 660	\$ 51	\$ -	\$ -	\$ 945
Total Loaded Labor		\$ -	\$ 389	\$ 1,793	\$ 6,164	\$ 472	\$ -	\$ -	\$ 8,817

Hosting	Months	Rate	Total
Basic GIS	12	\$ 400	\$ 4,800

Direct Expenses	Cost
Printing	\$ -
Mileage	\$ -
Travel	\$ -
Total Direct Expenses	\$ -

Total Hosting Fee	\$ 4,800
Total Loaded Labor	\$ 8,817
Total Direct Expenses	\$ -

Total	\$ 13,617
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CENTRAL TEXAS
Regional Mobility Authority

Item VII

Supplement No. 11 to GEC Work Authorization No. 3.1



GIS Database and Web Tool - Log In Page



ASSET INVENTORY VIEWER APPLICATION



CENTRAL TEXAS
Regional Mobility Authority

LOGIN

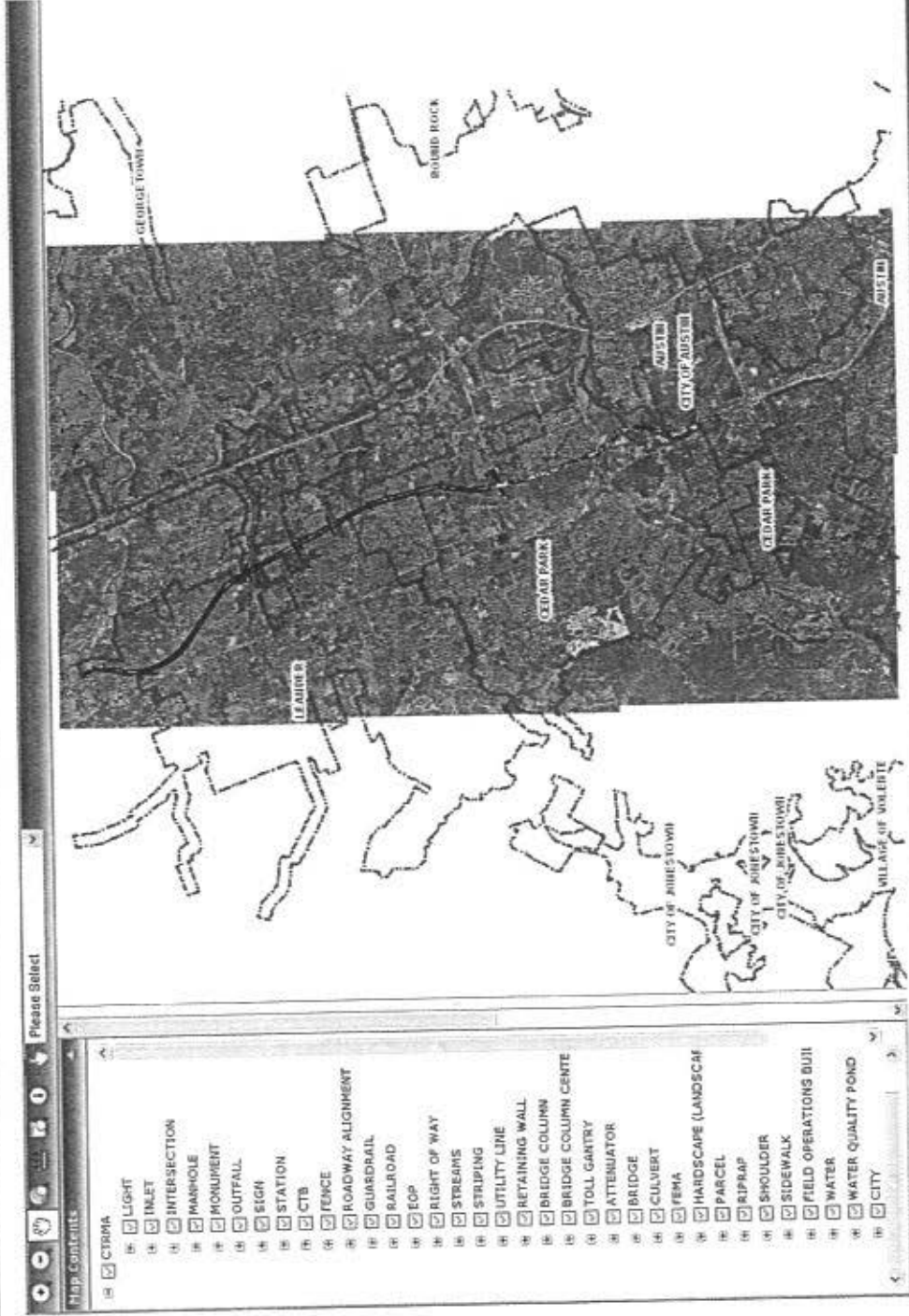
Login to access CTRMA Asset Inventory Viewer Application.

User Name:

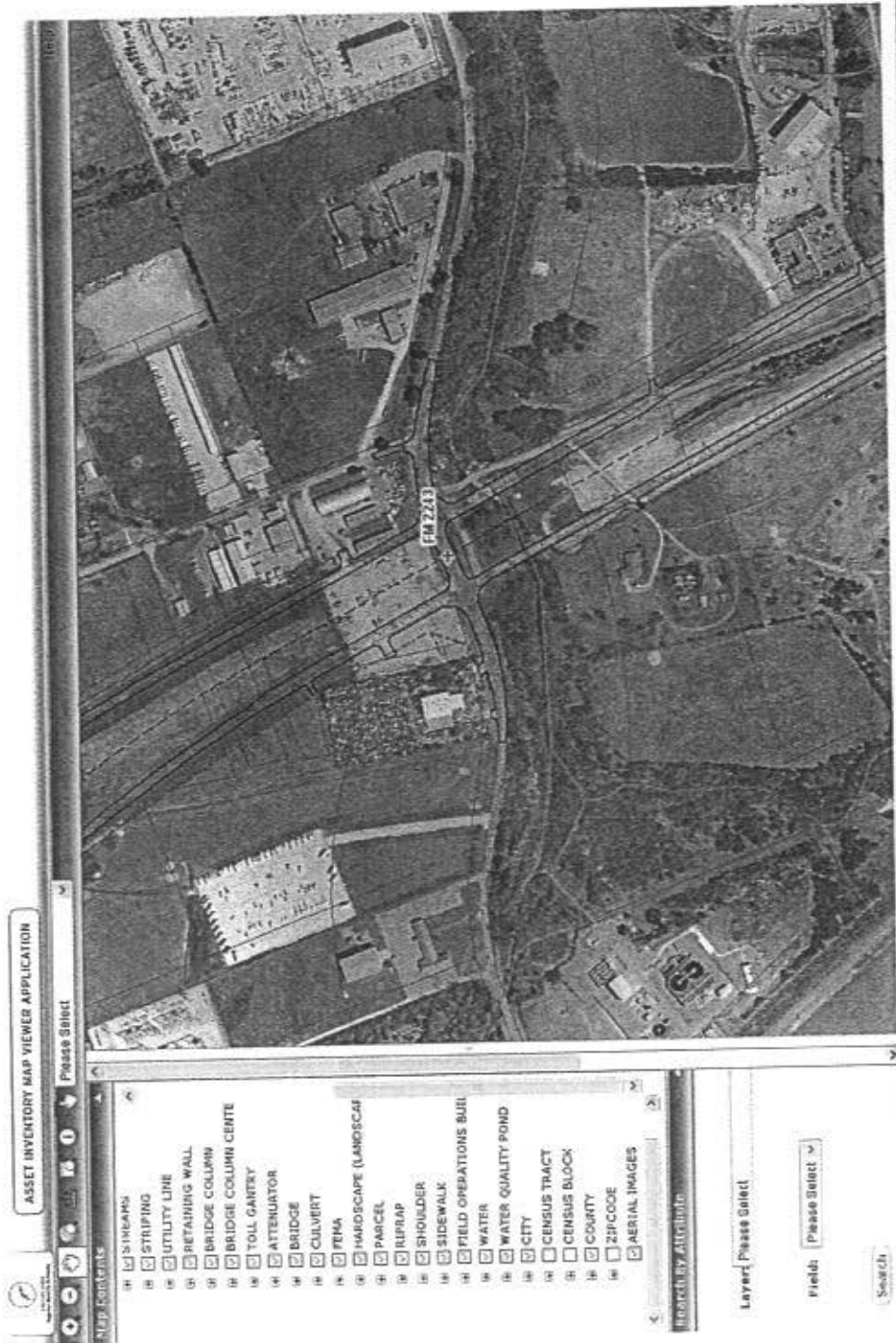
Password:

Login

Initial View Upon Log In (Note all of the asset layers)



Northbound Approach to 183A Approach Sign Location 1



Northbound Approach to 183A Approach Sign Location 1

ASSET INVENTORY MAP VIEWER APPLICATION

Map Contents
Search By Attribute
Tasks
Results

LIGHT
 183A

OBJECTID	228
LIGHT_ID	
LINK_ID	
LIGHT_TYPE	
COMMENTS	
ROADWAY_NAME	183A
ROADWAY_TYPE	
FROM_REFMARK	0
STATION	690.078
OFFSET_DISTANCE	196.89
OFFSET_DIRECTION	W
FROM_INTERSECTION	Park St
TO_INTERSECTION	Brushy Creek Rd
LONGITUDE	3091329.44440697
LATITUDE	10155032.8820455
SOURCE	
SOURCE_DATE	
CREATED_BY	
CREATED_DATE	
MODIFIED_BY	
MODIFIED_DATE	
MAINTENANCE_TYPE	
MAINTENANCE_DATE	
MAINTENANCE_COMMENT	

Brushy-Creek F