CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #10

Discuss and consider approving an interlocal agreement with the City of Cedar Park for the development and construction of the 183A/Scottsdale Drive Intersection Improvement Project

Strategic Plan Relevance:	Collaboration
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

Project Description/Background: The City of Cedar Park plans to improve the 183A frontage road north and south of the intersection of 183A and Scottsdale Drive. In general, the project proposes the addition of a right turn lane to, and acceleration lane from, Scottsdale Drive within CTRMA's right-of-way ("Intersection Project"). The improvements are expected to accommodate increased traffic demand generated by existing developments near the intersection of 183A and Scottsdale Drive. Cedar Park plans to design, construct, and be responsible for all costs associated with the design and construction of the project.

The Mobility Authority will have no obligation to pay for any project costs, except that the Mobility Authority will provide plan review, permit application review and oversight activities specifically set forth in the agreement.

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

Financing: N/A

Action requested/Staff Recommendation: Staff recommends approval of an interlocal

agreement with the City of Cedar Park for the development and construction of the 183A/Scottsdale Drive Intersection Improvements Project, in similar form to the attached, and authorization for the Executive Director to execute.

Backup provided: Draft 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 CITY OF CEDAR PARK FOR THE DEVELOPMENT AND CONSTRUCTION OF THE 183A/SCOTTSDALE DRIVE INTERSECTION IMPROVEMENT PROJECT

WHEREAS, the City of Cedar Park plans to improve the 183A southbound frontage road north and south of the intersection of 183A and Scottsdale Drive by adding a right turn lane to, and an acceleration lane from, Scottsdale Drive within the right-of-way of the Central Texas Regional Mobility Authority (the "Mobility Authority") (the "Intersection Project"); and

WHEREAS, the Intersection Project is intended to improve safety and operations and to accommodate increased traffic demand generated by existing developments near the intersection of 183A and Scottsdale Drive; and

WHEREAS, the City of Cedar Park will bear the full cost of designing and building the Intersection Project, and the Mobility Authority's role is limited to the plan review, permit application review, and oversight activities specified in the agreement; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with the City of Cedar Park for the development and construction of the Intersection Project that is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the interlocal agreement with the City of Cedar Park for the development and construction of the 183A/Scottsdale Drive Intersection Improvement Project and hereby authorizes the Executive Director to execute the interlocal agreement in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October 2026.

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

INTERGOVERNMENTAL AGREEMENT FOR THE 183A/SCOTTSDALE DRIVE INTERSECTION IMPROVEMENT PROJECT

THIS AGREEMENT ("Agreement"), by and between the Central Texas Regional Mobility Authority ("CTRMA") and the City of Cedar Park, Texas ("Cedar Park"), each acting by and through its respective duly authorized officials (CTRMA and Cedar Park, collectively the "parties"), is effective as of the __ day of _____, 2026 (the "Effective Date").

WITNESSETH

WHEREAS, CTRMA is an independent government agency created in 2002 to improve the transportation system in Williamson and Travis Counties to develop, deliver, operate and maintain high-quality roadways and related transportation solutions; and

WHEREAS, Cedar Park is a home rule city and municipal corporation; and

WHEREAS, CTRMA was created pursuant to and operates under Texas Transportation Code Chapter 370, and is authorized to implement a wide range of transportation projects; and

WHEREAS, pursuant to Texas Transportation Code Chapter 370, CTRMA may study, evaluate, design, finance, acquire, construct, maintain, repair, and operate transportation projects; enter into contracts or agreements necessary or incidental to its powers and duties under Chapter 370; and cooperate and work directly with property owners and governmental entities and officials to support an activity required to promote or develop a transportation project; and

WHEREAS, pursuant to Texas Government Code Chapter 791, a local government may contract or agree with a state agency, including an authority, to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the 183A Toll Road ("183A") is a 16 mile roadway extending from northwest Austin through Cedar Park and Leander in northwest Williamson County, and consists of tolled main lanes with non-tolled frontage roads at the north end; and

WHEREAS, the CTRMA operates a portion of 183A within and around the corporate limits of Cedar Park; and

WHEREAS, Cedar Park plans to widen the southbound 183A frontage road north and south of the intersection of 183A and Scottsdale Drive to add a right turn lane to, and acceleration lane from, Scottsdale Drive within CTRMA's right-of-way ("Intersection Project"); and

WHEREAS, a map showing the locations for the Intersection Project appears in Exhibit A, ("Project Location Map"); and

WHEREAS, Cedar Park plans to design, construct, and be responsible for all costs associated with the design and construction of the Intersection Project; and

WHEREAS, the Intersection Project is intended to improve safety and operations of 183A and Scottsdale for the growing region; and

WHEREAS, 183A is a CTRMA facility, and Cedar Park is requesting authorization from CTRMA to design and construct the Intersection Project in accordance with this Agreement; and

WHEREAS, the Intersection Project shall be designed and constructed in a manner so as not to negatively impact the net revenue or operation of the 183A Toll facility; and

WHEREAS, the Cedar Park City Council approved entering into this Agreement by Resolution on _____, as shown in Exhibit B; and

WHEREAS, the CTRMA Board of Directors authorized its Executive Director to enter into this Agreement by Resolution on _____, as shown in Exhibit C.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement shall remain in effect until the completed Intersection Project is accepted by CTRMA unless otherwise terminated as provided in Section 5 below.

2. Scope of Work

The Intersection Project consists of the improvements at the intersection of Scottsdale Drive and 183A in Cedar Park, Texas, as shown at the location depicted in Exhibit A.

3. Performance by Cedar Park or Cedar Park's Designees

Cedar Park intends to hire and designate representatives, agents, contractors, and other entities to perform some or all of its obligations under the Agreement. The parties further acknowledge and agree that any performance obligation by or responsibility of Cedar Park pursuant to this agreement may be performed by one or more entities on behalf of Cedar Park. However, Cedar Park shall ultimately be responsible for ensuring the performance of all obligations herein.

4. Intersection Project Sources and Uses of Funds

A. Intersection Project Budget. The total estimated cost of the Intersection Project is shown in Exhibit D, the project budget for the Intersection Project ("Intersection Project Budget"), which Exhibit D is attached to and made a part of this Agreement. The parties agree that the Intersection Project Budget is subject to change, at Cedar Park's sole discretion.

B. Cost Responsibilities. Cedar Park shall perform all project development activities including: environmental studies, permitting, right-of-way acquisition, utility relocations, design and construction for the Intersection Project, at its sole cost and expense, except as otherwise provided in this Subsection. CTRMA shall have no obligation to pay for any Intersection Project costs whatsoever and shall not be responsible for any cost overruns for the Intersection Project in excess of the estimated amount to be paid by Cedar Park on Exhibit D, except that CTRMA will provide plan review, permit application review and oversight activities specifically set forth in this agreement at CTRMA's sole cost and expense.

Incomplete Work. Following the commencement of construction of the Intersection Project, if Cedar Park notifies CTRMA that it will not complete the Intersection Project, or if the Intersection Project is not completed within 365 days following the final completion date specified in the contract with the contractor hired by Cedar Park to construct the Intersection Project, as may be amended, CTRMA may terminate this Agreement in accordance with paragraph 5.B. below. CTRMA may address unfinished construction work as it determines necessary to protect the interests of CTRMA, which includes returning the Intersection Project area to its original condition or completing the Intersection Project using CTRMA forces or contractors. Cedar Park shall pay all costs reasonably incurred by CTRMA under this provision.

5. Termination of this Agreement

Subject to Section 21, this Agreement shall remain in effect until the Intersection Project is completed and accepted by CTRMA, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. CTRMA terminates the Agreement in writing due to Cedar Park's failure to complete the Intersection Project, as described in paragraph 5.C; or

C. After notice and an opportunity to cure as provided in Section 24, the Agreement is terminated by one Party because of a material breach of the other Party, in which case the remedies provision in Section 24 will apply.

6. Design Standards

The engineering plans shall be developed in accordance with the applicable parts of the Texas Department of Transportation's (TxDOT's) *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and any other applicable TxDOT manuals, guidelines and guidelines, as well as any applicable CTRMA policies and guidelines.

7. Public Communication

Cedar Park and CTRMA are dedicated to strong communication with the community, specifically those in the community most impacted by the Intersection Project. The parties agree to coordinate public outreach activities and coordinate with each other with respect to those activities. Cedar Park shall conduct stakeholder outreach throughout development and construction and gather public input for the Intersection Project. In addition, Cedar Park shall schedule routine coordination meetings with CTRMA to provide project status and discuss potential or anticipated impacts to traffic. Furthermore, Cedar Park shall provide the CTRMA a link to Cedar Park website that shows current project status and information.

8. Compliance with Texas Accessibility Standards and ADA

Cedar Park shall ensure that the plans for and the construction of the Intersection Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation ("TDLR") as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("ADA").

9. Access to CTRMA Property

A. License. CTRMA hereby grants Cedar Park a license ("Intersection Project License") to enter and use CTRMA property for the purpose of conducting project development activities necessary for the Intersection Project. Cedar Park will exercise Intersection Project License rights in accordance with the terms of this Agreement.

B. License Term. The term of the Intersection Project License commences on the Effective Date and expires upon CTRMA's final acceptance of the Intersection Project.

10. Intersection Project Construction Responsibilities

A. Roles & Responsibilities. Cedar Park shall procure, award, and administer the contracts for construction of the Intersection Project. Administration of the contracts includes the responsibility for construction engineering, inspection, testing and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary after the award of the construction contracts. The Intersection Project Plans must be approved by CTRMA pursuant to paragraph 11.B prior to the commencement of construction, which approval will not be unreasonably withheld, delayed, conditioned, or denied. Prior to the award of a contractor Cedar Park must obtain concurrence from CTRMA regarding the contractor selection before executing a construction contract. Cedar Park shall ensure that the selected contractor is precertified by TxDOT to perform the Intersection Project. Prior to commencing construction, Cedar Park must request and obtain written authorization from CTRMA, which authorization will not be unreasonably withheld, delayed, conditioned, or denied. Cedar Park will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage requires written pre-approval by CTRMA prior to execution by Cedar Park. CTRMA's review and comment, shall be complete within two (2) weeks of CTRMA's receipt of each change order, subject to extension by prior written and mutual agreement. CTRMA will approve each change order after comments are resolved to CTRMA's satisfaction, but in no event shall such approval be unreasonably withheld, delayed, conditioned or denied.

B. Right-of-Way and Real Property. Cedar Park shall acquire all required right-of-way and necessary rights-of-entry for performance of the Intersection Project in accordance with applicable requirements of state law and federal law governing the acquisition of real property, including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right-of-way acquired for improvements to CTRMA's right-of-way for the Intersection Project shall be acquired in the name of Cedar Park and Cedar Park shall then then deed the right-of-way acquired by Cedar Park for the Intersection Project to CTRMA upon CTRMA's

acceptance of the Intersection Project. Cedar Park hereby provides a right-of-entry to CTRMA personnel and its authorized representatives to areas outside CTRMA's right-of-way throughout the duration of the Project for the CTRMA to perform inspection and oversight of the Project.

C. Utilities. Cedar Park shall be responsible for the adjustment, removal, or relocation of existing utility facilities for the Intersection Project in accordance with applicable state and federal laws, regulations, rules, policies, and procedures. Cedar Park will not be reimbursed for the cost of such required utility work. CTRMA will not be responsible for any costs associated with utility facilities. Before Cedar Park begins utility relocations and adjustments required for the Intersection Project, Cedar Park will provide CTRMA a reasonable opportunity to review, comment and approve the relocation plans.

D. Maintenance during the Construction of the Intersection Project. Except as otherwise provided in this Agreement, upon commencement of construction of the Intersection Project, Cedar Park will maintain, at its sole cost and expense, those portions of the CTRMA property directly affected by the construction of the Intersection Project, including, but not limited to the following: (a) litter pickup, (b) mowing, (c) temporary traffic safety items, (d) traffic control, (e) prompt pothole/pavement repair, and (f) repair of damage of any kind resulting from the construction of the Intersection Project. Cedar Park's maintenance responsibilities include, among any other areas made a part of the Intersection Project, the portions of the frontage roads that fall within the Intersection Project limits or are, in any way affected by the construction of the Intersection Project.

E. Notice of Completion. Upon completion of the Intersection Project, Cedar Park will issue and sign a "Notification of Completion" acknowledging the Intersection Project's construction completion. A copy will be provided to CTRMA prior to CTRMA's final acceptance of the Intersection Project.

F. Written Certification of Compliance. Prior to CTRMA's acceptance of the Intersection Project, Cedar Park shall furnish to CTRMA written certification from a Texas Licensed Professional Engineer that the Intersection Project was constructed in substantial compliance with the Intersection Project's plans, specifications, and quality assurance requirements.

11. Intersection Project Construction Standards & Plan Review Process

A. Intersection Project Standards. The Intersection Project will be designed and constructed in compliance with the latest applicable edition and revisions of the American Association of State Highway and Transportation Officials ("AASHTO"), TxDOT standards and CTRMA standards and specifications as described in Section 6, and as agreed to by both Parties. Landscape and aesthetic treatments shall be consistent with the existing CTRMA 183A Phase II project. All existing highway elements within CTRMA property affected by the construction of the Intersection Project will be replaced or repaired by Cedar Park, at its sole cost and expense, with items of equal or better quality if and to the extent required by the Standards. The AASHTO, TxDOT standards and CTRMA's standards and specifications are collectively referred to herein as "Intersection Project Standards."

B. Plan Review Process. Before Cedar Park begins construction of the Intersection Project, Cedar Park will provide CTRMA a reasonable opportunity to review, comment and approve

("Plan Review Process") the: (a) design of the Intersection Project at thirty percent (30%) completion, at sixty percent (60%) completion, and at ninety percent (90%) completion, (b) final construction plans and specifications (including, shop drawing review and erection and demolitions plans, if necessary), and (c) construction coordination plans for the Intersection Project. Such review and comment, shall be complete within two (2) weeks of CTRMA's receipt of plans, subject to extension by prior written and mutual agreement. CTRMA will approve plans after comments are resolved to CTRMA's satisfaction, but in no event shall such approval be unreasonably withheld, delayed, conditioned or denied. Cedar Park will provide CTRMA with copies of those approved plans, specifications and bid documents, which upon CTRMA's written approval will constitute the "Intersection Project Plans."

12. Environmental Assessment and Mitigation

Development of the Intersection Project must comply with applicable environmental laws. Cedar Park is responsible for:

A. The preparation of environmental documents in compliance with the Cedar Park's public infrastructure environmental review procedures;

B. The identification and assessment of any environmental constraints associated with the development of the Intersection Project;

C. The cost of any mitigation and remediation associated with the environmental constraints; and

D. Providing any public engagement required for development of the environmental documents and obtaining all required environmental permits and approvals.

During development of the environmental studies and coordination with the appropriate regulatory agencies, Cedar Park shall provide draft and final environmental submittals to CTRMA for review and comment. Such review and comment shall be complete within ten (10) business days of CTRMA's receipt of submittal, subject to extension by prior written and mutual agreement.

Before commencing construction of the Intersection Project, Cedar Park shall provide to CTRMA written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

13. Construction; Change Orders; Inspection Rights

A. General. Cedar Park will, at its sole cost and expense, be solely responsible for the construction of the Intersection Project in accordance with the Intersection Project Plans, including, without limitation, all required construction management, coordination, inspection, construction materials testing and all utility relocation and adjustments.

B. Change Orders, Etc. Any change orders, supplemental agreements, or additional work orders (collectively, "Change Orders") regarding any feature of the Intersection Project that: (a) affects CTRMA property, or (b) will, at any time, be maintained by CTRMA will be subject

to CTRMA's written approval prior to issuance. CTRMA will provide comments on any proposed Change Orders within ten (10) business days of its receipt thereof. CTRMA's approval shall be issued within ten (10) business days of resolution of comments to CTRMA's satisfaction, subject to extension by prior written and mutual agreement, but in no event shall such approval be unreasonably withheld, delayed, conditioned, or denied. CTRMA is under no obligation to approve any Change Orders or other modifications to the Intersection Project that increase the burden on CTRMA's property or that impair the safe and efficient operation of 183A. Notwithstanding the foregoing, the Parties acknowledge that minor adjustments, as reasonably determined by CTRMA, to the Intersection Improvements will be required when construction starts and will be addressed on an expedited basis to the extent reasonably possible.

C. Audit and Inspection Rights. In addition to any other exchanges of information, CTRMA will have the right to conduct field inspections and to audit, inspect and copy all Intersection Project records and documents maintained by Cedar Park. CTRMA may notify Cedar Park of any failure of materials, equipment, or installation methods to ensure compliance with this Agreement, and Cedar Park will take such measures as are reasonably necessary to address such failure(s) in a timely manner. Cedar Park will make available, without limitation, all quality testing and environmental records related to any feature of the Intersection Project that: (a) affects CTRMA property, or (b) will, at any time, be maintained by CTRMA.

14. Notice of Construction Activities

A. General. Before initiating any work on the Intersection Project, Cedar Park will provide CTRMA with reasonable notice, in writing, of its intent to perform any such activities.

B. Lane Closures within the limits of the Intersection Project or the 183A ROW. Cedar Park shall provide written notice to CTRMA of lane closures (excluding full roadway closures) at least 48 hours in advance for lane closures and detours associated with lane closures. Cedar Park shall provide written notice to CTRMA at least 7 days in advance for full roadway closures and detours associated with full roadway closures. In the event of an emergency lane closure, Cedar Park may permit the closure without the prior approval of CTRMA, and in that case, shall notify CTRMA of the closure as soon as possible after Cedar Park learns of the need for the closure. At no point shall Cedar Park close 183A tolled lanes.

C. Routine Inspection. For routine inspection activities on, under, over or in the vicinity of CTRMA property, Cedar Park will give written notice to CTRMA, describing the extent and nature of such activities at least fourteen (14) calendar days before commencement of such activities.

D. Construction and Major Repair. For construction and major repair activities that involve more than a nominal use of CTRMA property, including any activity that CTRMA, in CTRMA's sole judgment notifies Cedar Park requires the closure of or involves work in or adjacent to 183A, or that otherwise affects CTRMA's operation or use of 183A or other portions of CTRMA property, Cedar Park will provide CTRMA with as much prior written notice as is practical, but in any event, no less than thirty (30) calendar days prior written notice of the construction activity, unless CTRMA consent in writing to a shorter notice period for a particular activity.

15. Noninterference and Safety

A. General. Cedar Park will conduct all its activities and operations on, over, under, and across CTRMA property in connection with the construction of the Intersection Project or otherwise, in such a manner so as not to unreasonably interfere with or unreasonably impede CTRMA's operations or its use and maintenance of CTRMA property in accordance with CTRMA Lane Closure Policy and Guidelines.

B. Safety. Safety of personnel, property, and the public is of paramount importance in the work performed by Cedar Park under this Agreement. Cedar Park, at its sole cost and expense, will be responsible for initiating, maintaining, and supervising all safety operations and programs in connection with its activities performed under this Agreement. Cedar Park will comply with all applicable highway safety laws and standards as they exist on the Effective Date or as such laws and standards are amended prior to the termination of this Agreement.

C. Protection of Facilities and Property. Cedar Park will take such steps as are reasonably necessary to prevent damage to CTRMA property, the Intersection Project or other property by soil erosion and drainage resulting from the Intersection or the activities of Cedar Park. Notwithstanding the review of the Intersection Project by CTRMA, Cedar Park agrees that it will design and construct the Intersection Project in a manner so as not to cause damage to CTRMA property due to structural failure, upheaval, settlement, drainage, soil erosion or similar circumstances. Cedar Park agrees to be responsible for, and promptly repair, at its sole cost and expense, and such damage caused by structural failure, upheaval, settlement, drainage, soil erosion or similar circumstances due to its activities performed under this Agreement.

D. Suspension of Activities. Upon notification from CTRMA, Cedar Park will immediately suspend construction, maintenance, and repair activities on CTRMA property that violate the terms of this Agreement, including any such activities that impair the safe and efficient operation and use of CTRMA property.

E. Noninterference with Compliant Activities. CTRMA will conduct all its activities and operations on, over, under, and across CTRMA property in such a manner so as not to endanger, interfere, with or impede Cedar Park's construction, operation, maintenance, and/or repair of the Intersection Improvements, but only to the extent Cedar Park's construction, maintenance, and/or repair activities are being undertaken in accordance with this Agreement. CTRMA reserves the right to enter any part of CTRMA property, at any time, and for any reason.

16. Notice for Completion of the Intersection Project Construction

Cedar Park will notify CTRMA, in writing, not less than thirty (30) calendar days in advance of its proposed completion of the Intersection Project to permit CTRMA and Cedar Park to perform a walk-through of the Intersection Project. CTRMA and Cedar Park will reasonably cooperate in preparing and overseeing, at Cedar Park's sole cost and expense, the development of a punch list of incomplete items reasonably identified in connection with the walk-through. CTRMA shall have the authority for determining whether said punch list items have been satisfactorily completed, said determination not to be unreasonably withheld, delayed, conditioned, or denied.

17. Warranties

Cedar Park hereby warrants to CTRMA that the Intersection Project will be free from all defects, including design errors and defect in material and/or workmanship which may appear in design, materials, or construction for a period of two (2) year from the date on which the Intersection Project is accepted by CTRMA, as evidenced by a good and sufficient maintenance bond. Cedar Park further warrants to CTRMA that the Intersection Project will be free from all latent defects in design and construction for a period of five (5) years from the date on which the Intersection Project is accepted by CTRMA. CTRMA shall notify Cedar Park in writing of any claimed defects within thirty (30) days of CTRMA determining a possible defect exists, and Cedar Park shall have the right to access the CTRMA property as necessary to investigate and repair, if required, any claimed defect.

18. Project Ownership, Operation & Maintenance

After Cedar Park's completion of the Intersection Project and CTRMA's acceptance of the Intersection Project, and with the exception of the traffic signals, as provided in Section 19, below, CTRMA shall own all improvements of the Intersection Project within CTRMA's right-of-way, and CTRMA shall be responsible for operation and maintenance of the improvements of the Intersection Project within CTRMA's right-of-way.

19. Traffic Signals: Ownership, Operation & Maintenance

Cedar Park shall own, operate, and maintain all traffic signals within the Intersection Project until the parties otherwise agree in writing.

20. Notices

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

CTRMA	**Cedar Park**
Central Texas Regional Mobility Authority Attn: Executive Director 3300 N IH-35, Suite 300 Austin, TX 78705	City of Cedar Park, Texas Attn: City Manager 450 Cypress Creek Rd., Bldg. 1 Cedar Park, TX 78613

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. 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.

21. Survival

Sections 4, 17, 18, 19, 23, 27, 31, 32 and 35 shall survive the expiration or termination of this Agreement for any reason.

22. Amendments

Amendments to this Agreement due to changes in the character of the Intersection Project, terms of the Agreement, or responsibilities of the parties relating to the Intersection Project may only be enacted through a mutually agreed upon, written amendment. Amendments may not include the requirement that CTRMA expend any additional funds in connection with the

Intersection Project; if any additional CTRMA funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

23. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed by either party to this Agreement and shall be cumulative. Except as otherwise provided in this Agreement, neither party shall be liable to the other for loss of profits, or any special, consequential or incidental damages, however caused, known or unknown, anticipated or unanticipated, even if advised of the possibility of such damage.

24. Notice and Opportunity to Cure

Upon any alleged default by a party, the non-defaulting party shall provide the defaulting party written notice of the defaulting party's failure to perform, or to timely, fully, and completely satisfy a term, requirement, obligation, criteria, duty, condition, or warranty under this Agreement. The notice shall describe the failure with reasonable specificity and provide the defaulting party ninety (90) days (or such longer period of time if such alleged default is not susceptible to cure in ninety (90) days; provided, that the defaulting party commences to cure within such 90-day period and diligently pursues such cure to its completion) after receipt of a notice to a defaulting party of the defaulting party's failure to timely, fully and completely comply with any one or more terms of this Agreement within which time the defaulting party shall be permitted to cure the failure and provide the non-defaulting party with written notice of such cure. A party who cures the failure and provides the non-defaulting party with written notice of such cure during the cure period shall not be deemed to be in default of this Agreement.

25. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

26. Responsibilities of the Parties

CTRMA and Cedar Park agree that neither party is an agent, servant, nor employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

27. Ownership of Documents

Upon completion or termination of this Agreement, copies of all Intersection Project documents, including Intersection Project Plans, shop drawings, as-built plans, materials testing results, and daily inspection reports prepared under this Agreement by Cedar Park shall be provided to CTRMA prior to CTRMA acceptance of the Project without restriction or limitation on their further use. The originals of the Intersection Project Plans shall remain the property of Cedar Park, with the exception of incomplete work by Cedar Park, as described in Section 4, in which case the originals shall become the property of CTRMA. At the request of the CTRMA, Cedar Park shall provide to CTRMA, in a standard format for such information, any additional Intersection Project information reasonably requested by CTRMA.

28. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When requested by a party, the other party shall furnish the requesting party with satisfactory proof of this compliance.

29. Choice of Law & Venue

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue for legal actions involving this Agreement shall be in Williamson County, Texas with respect to state court, and the United States District Court for the Western District of Texas with respect to federal court.

30. Hazardous Materials

In the event that any hazardous material, toxic waste or other substance or material potentially harmful to health, safety, or welfare is spilled, deposited, placed, or dumped on CTRMA property in connection with the Intersection Project, whether by Cedar Park or any third party, Cedar Park shall promptly notify CTRMA of the nature and extent of such event and shall, at Cedar Park's sole cost and expense, promptly remedy the condition in full compliance with all applicable law.

31. Liability

CTRMA shall not be liable or responsible for any damage or injury to persons or property (including death) as a result of the development and construction of the Intersection Project except to the extent such damage or injury is caused by the negligent act or omission of CTRMA. As consideration for CTRMA's grant of the Intersection Project License and its other agreements hereunder and without "waiver of" or "waiving" any governmental immunity to which it is entitled with respect to claims of third parties, Cedar Park agrees to reimburse CTRMA for any and all costs incurred by CTRMA in connection with any claims made against CTRMA arising from damage or loss to persons or property (including death) from the development and construction of the Intersection Project, except to the extent such damage or loss is caused by the negligent act or omission of CTRMA. The foregoing provisions are valid only to the extent permitted by the laws and Constitution of the State of Texas. This Section shall survive the termination of this Agreement.

32. Disclaimer

Cedar Park acknowledges and agrees (a) that CTRMA is not providing any guarantee, representation, or warranty, and CTRMA hereby disclaims any guarantee, representation, or warranty of the condition or suitability of the CTRMA property, in whole or in part, for the Intersection Project, and (b) that Cedar Park accepts the CTRMA property "AS IS" with all faults, including but not limited to any and all pollutants, asbestos, and/or any other hazardous materials that may be present in, on, or under the CTRMA property. Cedar Park acknowledges and agrees that it has fully exercised the right to inspect the CTRMA property for any defects as to the suitability of such property for the Intersection Project. The provisions of this Section shall survive the termination of this Agreement.

33. Dispute Resolution

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. **This mediation**

requirement shall not apply to any suit solely for injunctive relief necessary to prevent irreparable harm to property or persons.

34. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

35. Inspection of Books and Records

Cedar Park or its duly authorized representatives shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to CTRMA for review, inspection and copying at its office during the Agreement period and for the longer of :(a) seven (7) years from the date of completion of the Intersection Project; and (b) until any pending litigation or claims related to this Agreement are resolved. Additionally, CTRMA and Cedar Park and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcriptions.

36. Insurance and Bonds

Before beginning work in CTRMA's right-of-way, Cedar Park and its contractor or subcontractors performing the Intersection Project shall provide CTRMA with a fully executed copy of a certificate of insurance verifying the existence of coverage in the descriptions and amounts shown in the table below.

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Including products/completed operations liability and contractual liability, in the amount of $1,000,000 per occurrence for bodily injury and property damage
Business Automobile Policy	In the amount of $1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	Providing statutory benefits, and Employers Liability with limits of $1,000,000
Excess Liability Insurance	In the amount of $5,000,000 per occurrence and aggregate

This coverage shall be maintained until all work on CTRMA right-of-way is complete. If coverage is not maintained, all work on CTRMA right-of-way shall cease immediately, and CTRMA may recover damages and all costs of completing the Intersection Project. The Commercial General Liability, Automobile Liability and Excess Liability policies shall be endorsed to name CTRMA as an "additional insured" for any claims arising out of this project. Cedar Park shall provide CTRMA with certificates of insurance from all contractors and subcontractors. The certificates shall state that each Contractor waives all rights of subrogation against the CTRMA and that coverage shall not be modified or cancelled without thirty (30) days written notice to CTRMA.

Cedar Park shall require its construction contractor/s to supply performance, payment and warranty bonds securing their obligations under the construction contracts. Each performance and payment bond shall be in an amount not less than the price for the construction of the

Intersection Project contained therein. The warranty bond shall be not less than 10% of the price contained in the Intersection Project construction contracts. The construction contract for the Intersection Project shall provide that CTRMA shall be listed as an "additional obligee" with respect to bonds described in this Section 36.

37. Governmental Functions

The parties acknowledge and agree that the performance of each party of their respective obligations under this Agreement constitute governmental functions.

38. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Cedar Park, for itself, its assignees, and successors in interest agrees to comply with all applicable federal and state nondiscrimination statutes and authorities.

39. Binding on Successors and Assigns

This Agreement will bind the parties and their respective successors and assigns.

40. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY	**CEDAR PARK, TEXAS**
Signature	Signature
James M. Bass	Brenda Eivens
Typed or Printed Name	Typed or Printed Name
Executive Director	City Manager
Typed or Printed Title	Typed or Printed Title
Date	Date

EXHIBIT A
PROJECT LOCATION MAP

EXHIBIT B
CEDAR PARK RESOLUTION

EXHIBIT C
CTRMA RESOLUTION

EXHIBIT D
INTERSECTION PROJECT BUDGET
(Locally Funded and Performed Project)

Cedar Park is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
INTERSECTION PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
PROFESSIONAL SERVICES		
TECHNICAL SERVICES		
PERMITS & FEES		
CONSTRUCTION SERVICES		
OTHER CONSTRUCTION CONTRACTS		
LEGAL SERVICES/PUBLIC RELATIONS		
OWNER'S PROJECT CONTINGENCY		
PROJECT MANAGEMENT SERVICES		
Subtotal for Intersection Project Phases		