

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

**RESOLUTION NO. 20-062**

**APPROVING A PROJECT DEVELOPMENT AGREEMENT WITH THE TEXAS  
DEPARTMENT OF TRANSPORTATION FOR THE 183A PHASE III PROJECT**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) received environmental approval for the development of an approximately 6.6-mile extension of 183A north from Hero Way to north of SH 29 consisting of two initial tolled lanes in each direction that will ultimately be widened to three-tolled lanes in each direction in the future (the “183A Phase III Project”) through the issuance of a Finding of No Significant Impact by the Texas Department of Transportation (TxDOT), dated August 19, 2019; and

WHEREAS, by Resolution No. 19-059, dated October 30, 2019, the Board exercised its option as a local toll project entity to develop, finance, construct, and operate the 183A Phase III Project; and

WHEREAS, by Resolution No. 19-060, dated October 30, 2019, the Board added the 183A Phase III Project to the Mobility Authority Turnpike System; and

WHEREAS, pursuant to Transportation Code, §370.187 and 43 TAC §26.31, the Mobility Authority must receive approval from the Texas Transportation Commission for a transportation project that will connect to the state highway system; and

WHEREAS, in accordance with 43 TAC §26.34, the Mobility authority and TxDOT shall enter into an agreement governing the development of the 183A Phase III Project; and

WHEREAS, by Minute Order No. 115815, dated August 27, 2020, the Texas Transportation Commission approved connection of the 183A Phase III Project to the state highway system and authorized TxDOT’s executive director to negotiate and execute a project development agreement with the Mobility Authority for the 183A Phase III Project; and

WHEREAS, the Executive Director has negotiated a proposed project development agreement with TxDOT for the 183A Phase III Project which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve the project development agreement with TxDOT for the 183A Phase III Project in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the project development agreement with TxDOT for the 183A Phase III Project; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute the project development agreement with TxDOT for the 183A Phase III Project 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 30<sup>th</sup> day of September 2020.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

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

**Exhibit A**

**PROJECT DEVELOPMENT AGREEMENT FOR  
CONSTRUCTION, OPERATION, AND MAINTENANCE**

**183A PHASE III PROJECT**

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**Exhibits**

- Exhibit “A” 183A Phase III Project and TxDOT Improvements Limits
- Exhibit “B” Operations and Maintenance Responsibilities after Opening to Traffic
- Exhibit “C” Debarment Certificate
- Exhibit “D” Lower Tier Participation Debarment Certification

**183A PHASE III  
PROJECT DEVELOPMENT AGREEMENT FOR CONSTRUCTION, OPERATION,  
AND MAINTENANCE**

**STATE OF TEXAS       §**

**COUNTY OF TRAVIS   §**

**THIS AGREEMENT**, by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter identified as “TxDOT,” and the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas, hereinafter identified as the “Authority” (each a “Party” and jointly referred to as the “Parties”), is executed to be effective this \_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”).

**WITNESSETH**

**WHEREAS**, on September 3, 2002, Travis and Williamson Counties (the “Counties”) petitioned the Texas Transportation Commission (the “Commission”) for authorization to form the Central Texas Regional Mobility Authority pursuant to provisions of the Texas Transportation Code; and

**WHEREAS**, in Minute Order No. 109052 adopted by the Commission on October 31, 2002, the Commission authorized the creation of the Authority; and

**WHEREAS**, the Authority now operates pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE (TAC) § 26.11 *et seq.* (the “RMA Rules”), as well as its own policies and procedures; and

**WHEREAS**, the Authority is charged with funding and developing transportation projects throughout the region to provide innovative transportation solutions, promote economic development, and improve the quality of life for residents of the region; and

**WHEREAS**, the Authority has been developing the third phase of the 183A project, a 6.6 mile extension of 183A from north of SH 29 to Hero Way in Williamson County, comprised of: (1) the Authority’s toll project consisting of two tolled main-lanes in each direction (the “Authority Improvements”) and (2) improvements to existing US 183 owned and maintained by TxDOT from approximately the junction of the existing 183A and US 183 northward to just north of SH 29, along with new non-tolled US 183 general purpose lanes north of SH 29 (the “TxDOT Improvements”) (the Authority Improvements and the TxDOT Improvements are collectively called the “Project”), all as more fully described in Exhibit “A”; and

**WHEREAS**, the Authority and TxDOT are parties to that certain Interim Project Development Agreement, 183A Phase III Project, effective as of July 18, 2018, between TxDOT and the Authority, which provides for the Authority’s design of the Project and responsibility for environmental permits and compliance required for the Project (the “Interim Project Development Agreement”); and

**WHEREAS**, subsequent to the construction of the Authority Improvements, the Authority ultimately intends to add an additional toll lane in each direction, which would be the subject of a new project development agreement between TxDOT and the Authority; and

**WHEREAS**, in its Resolution No. 19-059 adopted on October 30, 2019, the Authority took appropriate action as required by Transportation Code § 373.052 and exercised its option to develop, finance, construct, and operate the Authority Improvements; and

**WHEREAS**, the Authority intends to (i) develop, finance, construct, operate and maintain the Authority Improvements, and (ii) intends to develop, finance, and construct the TxDOT Improvements, all through a single contract (the “Contract”), and will procure the services of a contractor (the “Contractor”) pursuant to the RMA Act; and

**WHEREAS**, in Minute Order No. 115815 dated August 27, 2020, the Commission (i) approved connection of the Authority Improvements to the state highway system pursuant to Transportation Code § 370.187 and 43 TAC §§ 26.32 and 11.58; (ii) authorized the Authority to use state owned right-of-way as necessary to develop, construct, operate, and maintain the Authority Improvements; (iii) authorized the Authority, pursuant to Transportation Code § 370.033(f), to develop and construct the TxDOT Improvements; and (iv) authorized the Executive Director of TxDOT or designee to enter into agreements and take all actions necessary to carry out the provisions of the minute order, while ensuring that funding from sources designated for non-tolled purposes will not be used on either the Authority Improvements or the TxDOT Improvements; and

**WHEREAS**, following construction, subject to the conditions and requirements set forth in this Agreement, the Authority Improvements shall be owned, operated and maintained by the Authority off of the state highway system, and the TxDOT Improvements and associated right-of-way shall be owned, operated and maintained by the TxDOT as part of the state highway system; and

**WHEREAS**, pursuant to Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2020, the Authority’s Board of Directors authorized the execution of this Agreement; and

**WHEREAS**, final environmental clearance on the Project was received on August 19, 2019; and

**WHEREAS**, this Agreement is necessary and desirable to clarify the relationships between TxDOT and the Authority in connection with the development, design, construction, operation and maintenance of the Project.

## **A G R E E M E N T**

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and agreements of the Parties hereto to be by them respectively kept and performed as hereinafter set forth, TxDOT and the Authority agree as follows:

1. **Performance of Obligations.**

Time is of the essence in the performance of the obligations under this Agreement. TxDOT and the Authority agree to use good faith efforts to timely resolve issues that arise between the Parties during the development of the Project.

## 2. **Acquisition, Transfer, and Use of Right-of-Way.**

The Authority shall own, operate, and maintain the Authority Improvements. The Authority has designed the Project (pursuant to the Interim Project Development Agreement), and will construct, and deliver, the TxDOT Improvements, which, will be owned, operated and maintained by TxDOT. The Authority shall be responsible for acquiring any additional right-of-way necessary for the Project, and will acquire any such right-of-way in the name of the Authority with provision for subsequent transfer to the State of Texas for that portion of the right-of-way to be used for the TxDOT Improvements. The portion of the right-of-way that is not used for the TxDOT Improvements shall remain in the name of the Authority (such right-of-way, whether currently owned or hereafter acquired by the Authority, shall be referred to as the “Authority ROW”). The Authority will prepare right of way maps and documents describing the limits of the new right of way for the Project.

During such time that the Authority or any contractor working on the Authority’s behalf is developing, constructing, operating, or maintaining the Authority Improvements, or is developing and constructing the TxDOT Improvements, it shall have a right to use and occupy as necessary and in accordance with applicable law all TxDOT owned property, including property acquired by TxDOT subsequent to this Agreement, within the Project corridor as depicted on Exhibit “A” attached hereto (the “Property”) as necessary for the development, construction, operation, or maintenance of the Authority Improvements or the development and construction of the TxDOT Improvements, in accordance with applicable law.

The Authority shall have, and TxDOT hereby grants to the Authority, a license and right of entry on, over, and under such portions of the Property owned by, subsequently acquired by, and otherwise under TxDOT’s control as necessary to enable the Authority to cause the Authority Improvements to be constructed, maintained, and operated, and to cause the TxDOT Improvements to be developed and constructed. For the Authority Improvements, such license and right of entry shall remain in effect unless and until responsibility for construction, maintenance, or operation of the Authority Improvements reverts to TxDOT by operation of law or is otherwise acquired and assumed by TxDOT with the consent of the Authority, and, for the TxDOT Improvements, until Final Acceptance of the TxDOT Improvements. For purposes of this Agreement, “Final Acceptance” means, for the Authority Improvements, the determination by the Authority, and for the TxDOT Improvements, the mutual determination by the Authority and TxDOT, that all requirements for Final Acceptance as set forth in the Contract have been fully satisfied (including the completion or other satisfaction of punch list items) and the Authority has issued a Certificate of Final Acceptance to the Contractor. In the event a third party requests evidence of authorization for the Authority to use TxDOT owned right-of-way pursuant to this Agreement, TxDOT agrees to execute a license, right-of-entry, easement, or other document in a form reasonably acceptable to TxDOT and the Authority and which evidences the rights granted herein.

TxDOT waives any requirement that the Authority reimburse TxDOT for the use of the TxDOT right-of-way permitted in this agreement.



Notwithstanding anything else in this Agreement, and without otherwise limiting the rights of the Authority to access and utilize the Property for the purposes described in this Section, TxDOT shall maintain ownership of its existing right-of-way and control of access points. TxDOT will notify the Authority regarding all access requests prior to TxDOT's consideration of any request for access. The Authority will notify TxDOT of any request to authorize connection to the Authority Improvements which will impact the TxDOT Improvements. If allowing access impacts the maintenance and operations of the Authority Improvements, TxDOT shall coordinate with the Authority to mitigate the impacts prior to TxDOT's approval of any request for access.

For the portion of the Property solely required for the construction of the Authority Improvements, the Authority acknowledges that it enters the Property "AS IS" with all faults, including but not limited to any and all pollutants, asbestos, underground storage tanks and/or any other hazardous materials, and that TxDOT has not made any representations or warranties as to the condition of the Property. TxDOT will provide to the Authority information TxDOT may have concerning the environmental status of the Property. Except with respect to the portion of the Property upon which the TxDOT Improvements are located, the Authority hereby waives any and all causes of action, claims, demands, and damages based on any warranty, express or implied, including but not limited to any implied warranty of suitability for a particular purpose, any and all warranties of habitability, and any other implied warranties not expressly set forth in this Agreement. Except with respect to the portion of the Property upon which the TxDOT Improvements are located, the Authority acknowledges and agrees that it has fully exercised the right to inspect the Property for any defects as to its suitability for the purpose to which the Authority intends to put it. This Agreement is subject to all covenants, easements, reservations, restrictions and other matters applicable to the Property, and the Authority is using the Property subject to rights, if any, of any other persons or entities, including utilities authorized to be in the right-of-way of a state highway.

For the portion of the Property upon which the TxDOT Improvements are located, the Authority has made no inspection of the Property and assumes no liability for any faults, including but not limited to the presence of any and all pollutants, asbestos, underground storage tanks and/or any other hazardous materials.

### **3. Interim Project Development Agreement.**

Except as expressly set forth in this Agreement, the Interim Project Development Agreement remains effective in accordance with its terms. To the extent of any conflict or inconsistency between this Agreement and the Interim Project Development Agreement, the Parties shall construe them, to the extent possible, to give full effect to both agreements. To the extent a conflict between the two exists which is irreconcilable, the terms of this Agreement shall control.

### **4. Architectural and Engineering Services.**

The responsibility for the performance of architectural and engineering services are set forth in the Interim Project Development Agreement.

### **5. Construction, Operation, and Maintenance.**

- a) **Responsibilities.** The Authority shall be responsible for construction, operation, and maintenance of the Project, and (except as set forth in Section 2) associated right-of-way, from the time of commencement of construction activities through opening to traffic, after which the Authority shall have no further responsibility for operation and maintenance of the TxDOT Improvements. The Authority shall use its approved contract letting and award procedures to let and award the construction and construction engineering and inspection contracts. Except as set forth otherwise herein, the Authority shall adhere to all applicable Federal Highway Administration (“FHWA”) and TxDOT rules, regulations, policies, procedures, and standards for the design and construction of the Project, except as specifically stated in this Agreement. The Authority has obtained the approval of the Commission as required by Section 370.187 of the Texas Transportation Code and in accordance with the requirements of 43 TAC §§ 11.58 and 26.32. The Authority shall monitor Contractor to ensure the Contractor prosecutes its scope of work in compliance with all applicable state and federal laws, rules, regulations, policies, procedures, and standards. Without limiting any of its other obligations under this Agreement, and, with respect to the TxDOT Improvements, subject to TxDOT’s general authority over roads on the state highway system, the Authority shall have sole authority and responsibility for: (a) the selection of construction contractor(s); (b) the commencement, sequencing and timing of construction activities and other work; (c) the installation of temporary traffic control devices and maintenance of traffic; (d) construction oversight and inspection, and materials testing and inspection; and (e) the acceptance or rejection of work, materials, or other deliverables performed under a contract let by the Authority.

NEITHER TXDOT NOR THE AUTHORITY WAIVES, RELINQUISHES, LIMITS OR CONDITIONS ITS GOVERNMENTAL IMMUNITY OR ANY OTHER RIGHT TO AVOID LIABILITY WHICH IT OTHERWISE MIGHT HAVE TO THIRD PARTIES. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS CREATING ANY LIABILITY IN FAVOR OF ANY THIRD PARTY OR PARTIES AGAINST EITHER TXDOT OR THE AUTHORITY, NOR SHALL IT EVER BE CONSTRUED AS RELIEVING ANY THIRD PARTY OR PARTIES FROM ANY LIABILITIES OF SUCH THIRD PARTY OR PARTIES TO TXDOT OR THE AUTHORITY.

- b) **Change Orders and Amendments to Contract.** Change orders, amendments and other revisions to the Contract will be submitted to TxDOT for approval as required by 43 TAC § 26.33(h)(6). In addition to the foregoing, all change orders, amendments, and other revisions related to the TxDOT Improvements must be approved by TxDOT prior to the Authority’s issuance of the change order, revision or amendment. The Authority shall submit, or shall cause Contractor to submit, proposed change orders, amendments, or revisions to the Contract described above to TxDOT for approval. TxDOT shall promptly complete its review and the TxDOT Executive Director or designee shall notify the Authority of approval or disapproval of the Contract revision within twenty (20) Business Days. As used in this Agreement, “Business Day” means any day that is not a federal holiday and that the TxDOT administrative office is open. In the event TxDOT withholds approval of the information submitted, it shall notify the Authority of the reasons therefore in writing within such twenty (20) day period.

The Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by TxDOT. TxDOT shall review and respond to any such re-submittal within five (5) business days. All change orders related to the connections to the state highway system shall comply with the applicable federal or state criteria and manuals and shall be submitted to TxDOT for its records.

- c) **Signage.** Prior to or at such time that all or a portion of the Authority Improvements or the TxDOT Improvements opens to traffic, the Parties shall work cooperatively to determine appropriate signage, provided that the Authority shall have the right to install and maintain such signage as it reasonably deems necessary and in such locations to maximize the safe and efficient operation of the tolled lanes and the toll collection system, provided that said structures and their installation shall conform to all applicable safety codes and standards (including, if applicable, the Texas Manual on Uniform Traffic Control Devices, as amended or revised) and further provided that the signage and/or illumination does not conflict with the operation of TxDOT facilities. The signage may be revised, relocated, or supplemented from time-to-time as the Authority deems necessary to assure safe operations or to enhance efficiency of the operations of the tolled lanes or the aesthetics of the corridor, subject to conformance to all applicable safety codes and standards (including, if applicable, the Texas Manual on Uniform Traffic Control Devices, as amended or revised) and shall not conflict with the operation of any TxDOT facilities.
- d) **Operations and Tolling.** The Authority shall be responsible for the operation of the Authority Improvements in compliance with applicable law and relevant provisions of this Agreement, the operations and maintenance agreement described in Section 19, and any trust agreement(s) or similar documentation evidencing or securing Project financing, if any. The Authority shall be responsible for the construction, installation, operation and maintenance of all the tolling equipment and tolling infrastructure required for operation of the tolled lanes, and for operation and maintenance of any non-tolled facilities and equipment incorporated within the Authority Improvements. The Authority may subcontract to third parties all or part of the design, construction, maintenance, and/or operation of the Authority Improvements and the construction of the TxDOT Improvements; however, the Authority shall retain ultimate responsibility for the obligations, responsibilities, and liabilities assumed in this Agreement.
- e) **Hazardous Materials.** For federally funded contracts, the Authority will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B. The Authority shall be responsible, as may be required by any applicable state or federal law, for promptly and diligently addressing, through clean-up or other appropriate and lawful steps, based on a property use appropriate risk-based clean-up standard, any hazardous materials that are encountered in or on the Property by the Authority or any contractors working on the Authority Improvements and, for the TxDOT Improvements, any hazardous materials which were discharged onto or migrated onto the TxDOT Improvements prior to the time that the TxDOT Improvements are open to traffic. If

soil excavated within the right-of-way in the course of the Authority's construction of the Project is identified as containing hazardous materials, the Authority or its contractors shall accept delivery of the identified soil and handle it properly in accordance with applicable law.

- f) **Lane Closures.** The Contract shall include permitted periods for lane closures on the Authority Improvements and the TxDOT Improvements during construction of the Project. Upon issuance of notice-to-proceed under the Contract, the Authority may approve or disapprove all requests for lane closures that are compliant with the allowable lane closures identified in the Contract, and, except with regard to emergency lane closures, shall provide written notice to TxDOT of the closures at least 48 hours in advance for one-lane closures on any TxDOT facilities and 96 hours in advance for any closures on TxDOT facilities of more than one lane. In the event of an emergency lane closure, the Authority may permit the closure without the prior approval of TxDOT, and in that case, shall notify TxDOT of the closure as soon as possible after the Authority learns of the need for the closure.
- g) **Substantial Completion, Punch List, and Final Acceptance.** Within two (2) business days after the Authority receives notice from the Contractor of the date it expects to achieve substantial completion of the Project (but not less than ten (10) business days prior to such date), the Authority shall provide TxDOT with written notification of such date. After such notice, TxDOT and the Authority shall meet and confer and exchange information on a regular basis regarding the TxDOT Improvements with the goal being TxDOT's and the Authority's orderly and timely inspection and review of such work for substantial compliance of the TxDOT Improvements with the plans, standards and specifications in the Contract and identification of patent defects, and for the joint preparation of a written punch list for the TxDOT Improvements with which both parties concur. The Authority shall cause punch list items for the TxDOT Improvements, including patent defects identified by the Parties, to be diligently completed following substantial completion of the Project. Upon completion of the punch list work, TxDOT shall issue and sign a notification of completion acknowledging that the TxDOT Improvements are complete and the Authority may issue a notification of final acceptance to the Contractor. Upon final acceptance of the Project, the Authority will provide a copy of the notification of final acceptance to TxDOT.

## 6. Utility Relocations.

- a) **Relocation and Adjustment of Utilities.** Any utility relocations required for the Project shall be the responsibility of the Authority. The Authority shall ensure that all utility relocations are performed in accordance with applicable State and federal laws, regulations, rules, policies, and procedures. This includes, without limitation, 43 TAC § 21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities, and 43 TAC § 21.31 *et seq.* relating to Utility Accommodation. TxDOT acknowledges that utility relocation activities may be undertaken on the Authority's behalf by its contractor, in which case the Authority shall be responsible for ensuring that such contractor carries out all such relocation activities in a manner consistent with applicable laws and administrative regulations. The Authority shall pay, or cause to be

paid, utility owners for relocations required by construction of the Project pursuant to Section 370.170 of the RMA Act. The relocation or adjustment of any utility shall be subject to the approval of TxDOT to the extent such relocation or adjustment impacts the TxDOT Improvements or property owned by TxDOT, which approval shall not be unreasonably withheld and provided without delay. TxDOT agrees to provide such permits and easements as may be necessary for the Authority to accomplish the relocation of utilities as provided herein. TxDOT will cooperate with the Authority in securing the performance of all necessary utility relocations; however, other than as provided herein, and except as may be required by utility owners in connection with the TxDOT Improvements, nothing herein shall require TxDOT (i) to join or undertake any proceeding with regard to utility relocation or (ii) to enter into any agreements with any utility owners.

TxDOT will coordinate with the Authority regarding the placement or relocation of any utility within or on the Property so as to minimize and mitigate any disruption to the construction, operation, or maintenance of the Project.

- b) **Utility Permits.** Prior to issuing a utility permit, the execution of which potentially impacts the construction or operation of the Project, TxDOT shall coordinate with the Authority to minimize impacts and agree on timing. The Authority will ensure the Contractor requires and confirms the utility owner has obtained a TxDOT utility permit before beginning construction for the relocation activities. TxDOT shall review and approve (or provide reasons for non-approval of) permit within ten (10) Business Days. TxDOT shall review and approve (or provide reasons for non-approval of) subsequent permit submittals within five (5) Business Days until permit is approved.

#### **7. Compliance with Texas Accessibility Standards and ADA.**

The Authority shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### **8. Design Obligations of the Authority and TxDOT.**

The Authority, through its design consultant, has completed the design plans for the Project. TxDOT has reviewed and will accept the design through its issuance of a State Letter of Authority prior to construction letting.

#### **9. Environmental Permits and Compliance.**

Environmental clearance was achieved for the Project through the issuance of a Finding of No Significant Impact dated August 19, 2019 (the “Environmental Decision”). The Authority shall be solely responsible for compliance with applicable requirements of state and federal law regarding environmental permits, issues, and commitments (“EPIC”) during construction. This shall include, without limitation, full compliance with the approved Environmental Assessment, the Environmental Decision, and all associated technical reports and support documents

(collectively, the “Environmental Documents”) and completion of any required consultations and any required mitigation and additional permitting. In addition, the Authority shall implement the best management practices (“BMPs”) and protocols as described in the final design plans associated with the Project. In order to fully vest the Authority with the ability and obligation to comply with all EPIC, TxDOT, to the extent permitted by law, hereby commits to transfer and assign to the Authority all rights and delegate all obligations granted under the Environmental Documents for the Project, as well as the right to pursue any claims or causes of action for errors or omissions committed in the environmental review process. In the event that changes are made to the scope of the Project by the Authority, which require a re-evaluation of (or supplement to) the Environmental Documents, the cost of such work shall be borne by the Authority.

**10. Procurement and Contracting Procedures.**

- a) **Procurement Method.** Pursuant to the RMA Act and the Authority’s Policy Code, the Authority is developing the Project through the design/bid/build method. TxDOT and FHWA representatives will have the opportunity to observe the procurement process for purposes of confirming compliance with applicable laws and regulations. TxDOT shall in no way be liable for any claims, protests, or causes of action arising out of the procurement process, except to the extent such claim, protest, or cause of action is caused by the action or inaction of TxDOT. The Authority shall ensure compliance by Contractor with the applicable provisions of this Agreement.
- b) **Warranties and Indemnities.** The Contract shall provide that (i) any and all express or implied warranties and representations in the nature of warranties by the Contractor, (ii) any warranty bonds provided pursuant to the Contract, and (iii) the indemnities shall be jointly made to or for the benefit of both TxDOT (to the extent they relate to the TxDOT Improvements) and the Authority. Any warranty or warranty bond provided pursuant to the Contract with respect to the TxDOT Improvements shall be assignable to TxDOT and TxDOT shall have primary responsibility for prosecuting any warranties under the Contract with respect to the TxDOT Improvements. The Authority shall have primary responsibility for prosecuting any warranties under the Contract related solely to the Authority Improvements. TxDOT shall be named an additional obligee on the warranty bond with respect to the TxDOT Improvements. TxDOT shall be an express third-party beneficiary under the Contract for purposes of enforcement of the indemnities and warranties in favor of TxDOT.
- c) **Insurance and Bonds.** The Contract shall provide that the Authority, TxDOT, the State of Texas, the Commission and their respective successors, assigns, officeholders, officers, directors, commissioners, consultants and employees shall be listed as “additional insureds” with respect to any insurance for which Contractor must obtain an “additional insured” rider or amendment. The Authority shall require the Contractor to supply performance, payment, and warranty bonds securing the Contractor’s obligations under the Contract. Each performance and payment bond shall be in an amount not less than the price for the construction of the Project contained in the Contract. The warranty bond shall be not less than 10% of the price contained in the Contract.

**11. HUB Policy; DBE Guidelines.**

The Authority shall require its selected contractor to comply with the Authority's Business Opportunity Policy as set forth in the Authority's Policy Code. If requested, the Authority shall provide to TxDOT quarterly reports regarding compliance with this Section.

**12. Compliance With Applicable Laws.**

It is the Authority's obligation to monitor its Contractor to ensure that the Contractor prosecutes its scope of work in compliance with all applicable state and federal laws.

**13. Toll System Interoperability.**

Prior to deploying any toll collection equipment or technology on the Project, the Authority (or its contractor) shall certify to TxDOT that the technology complies with the requirements of any interoperability agreements adopted by TxDOT and the Authority, including the applicable inter- and intra-state interoperability standards adopted by TxDOT and the Authority in the Central United States Interoperability Agreement and the Southern States Interoperability Agreement.

**14. Maintenance of Records.**

All records and documents prepared by the Authority under this Agreement must be made available to authorized representatives of TxDOT during normal work hours. All records and documents prepared under this Agreement must be maintained by the Authority for three (3) years after final payment of construction costs incurred in connection with the Project. Additionally, TxDOT, and its duly authorized representatives shall have access to all records in the actual or constructive possession of the Authority that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. Notwithstanding the foregoing, the Authority shall comply with all laws pertaining to the retention of records and the provision of access thereto.

**15. Books and Records.**

The Authority shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Authority, and shall provide TxDOT with a copy of any audit of those books and records. The Authority shall comply with the audit requirements and other requirements relating to project records in 43 TAC § 27.55(b), including having a full audit of its books and records performed annually in accordance with the standards of 2 C.F.R. Part 200. 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 C.F.R. Part 200.

**16. Reports and Plans.**

The Authority shall deliver to TxDOT quarterly progress reports for the Project. Within six (6) months after completion of the Project, the Authority will deliver to TxDOT the final record drawings, signed, sealed and dated by a professional engineer, licensed in the State of Texas, certifying that the Project and the TxDOT Improvements were constructed in accordance with the approved plans and specifications, and approved contract revisions.

**17. Project Operations and Maintenance following Opening to Traffic.**

The division of operations and maintenance obligations for TxDOT and the Authority are defined in the Interlocal Agreement with the Texas Department of Transportation for Routine Maintenance Services on Texas Department of Transportation Right of Way Adjacent to Mobility Authority Facilities (“ILA”) executed on August 1, 2020 between the Parties. In the event the ILA is not executed prior to opening to traffic of the Project, maintenance responsibilities will be addressed in an addendum to this Agreement. The delineation of areas for which each Party is responsible for operations and maintenance obligations is depicted in Exhibit “B” (Operations and Maintenance Responsibilities after Opening to Traffic) attached hereto and included as part of this Agreement.

**18. Project Costs.**

The Authority is responsible for paying the costs of the Project including the costs of all changes to the Project. TxDOT shall be responsible for costs associated with its oversight responsibilities.

**19. Termination of this Agreement.**

This Agreement may be terminated upon the occurrence of any of the following conditions:

- a) **Mutual Termination.** This Agreement may be terminated by written agreement and consent of the Parties hereto.
- b) **Primacy.** Either Party may terminate this Agreement by written notice to the other Party if the Authority’s exercise of its primacy rights and option with regard to the Authority Improvements is terminated, rescinded, or lapses.
- c) **Dissolution of the Authority.** In the event that the Authority is dissolved, ceases to function, or all or substantially all of its operations are assumed by a third party other than another governmental entity performing essentially the same functions as the Authority.
- d) **Material Breach.** This Agreement may be terminated by either party, upon a material breach of the Agreement by the other, after following the procedures outlined in Section 20 below.
- e) **Completion.** By satisfactory completion of all responsibilities and obligations described herein.

The parties agree that the provisions of Section 2 and Section 32 regarding use of right-of-way and release and indemnity, respectively, shall survive the termination of this Agreement.

**20. Defaults and Remedies**

- a) **Authority Defaults.** The Authority shall be in breach under this Agreement if the Authority fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by the Authority under this Agreement (an “Authority Default”).



- b) **Authority Cure Periods.** For the purpose of TxDOT's exercise of remedies upon a Authority Default, the Authority shall have a cure period of thirty (30) days after TxDOT delivers to the Authority written notice of the Authority Default; provided that if the Authority Default is of such a nature that the cure cannot with diligence be completed within such time period and the Authority has commenced meaningful steps to cure promptly after receiving the default notice, the Authority shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure.
- c) **TxDOT Defaults.** TxDOT shall be in breach under this Agreement if TxDOT fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by TxDOT under this Agreement(a "TxDOT Default").
- d) **TxDOT Cure Periods.** For the purpose of the Authority's exercise of remedies upon a TxDOT Default, TxDOT shall have a cure period of thirty (30) days after the Authority delivers to TxDOT written notice of the TxDOT Default; provided that if the TxDOT Default is of such a nature that the cure cannot with diligence be completed within such time period and TxDOT has commenced meaningful steps to cure immediately after receiving the default notice, TxDOT shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect such cure.
- e) **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 of by either party to this agreement and shall be cumulative; provided that the sole and exclusive remedy of the Authority in the event that TxDOT fails to perform any of its obligations under this Agreement regarding the Project shall be to seek an action in mandamus compelling TxDOT to perform those obligations.

## 21. **Dispute Resolution.**

The Authority and TxDOT will set up a formalized process to resolve any issues that arise in connection with this Agreement. The process will include an issues resolution ladder to resolve questions at the appropriate organizational levels of each Party. Any issues that cannot be resolved by use of the issues resolution ladder will be referred to the Authority's Executive Director or designee and TxDOT's Executive Director or designee to resolve. If a dispute is processed under the issues resolution ladder and not resolved, the Parties agree to use the procedures in the following sentences. The Party making a claim may advance it in accordance with the statutes and administrative rules applicable on the Effective Date, including all statutory provisions that effect a waiver, in whole or part, of sovereign immunity to suit for the purpose of adjudicating a claim for a breach under this Agreement. The parties agree to use any alternative dispute resolution procedure that is a part of the applicable claim procedure. The Parties shall satisfy the requirement for alternative dispute resolution by participating in non-binding arbitration, unless otherwise agreed to by the Parties. During the resolution of an issue the Authority and TxDOT will not hinder work under the Agreement and intend that such work will proceed.

## 22. **Successors and Assigns.**

This Agreement shall bind, and shall be for the sole and exclusive benefit of, the Parties and their legal successors, including without limitation any successor agency to TxDOT or the Authority. Other than as provided in the preceding sentence, neither TxDOT nor the Authority shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party to this Agreement, unless otherwise provided by law.

**23. Officials Not to Benefit.**

No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. No member, officer, or employee of the State of Texas, TxDOT, the Authority, or of a local public body during his/her tenure shall have interest in this Agreement or the benefits/proceeds thereof.

**24. Debarment Requirements.**

The Authority shall require Contractor to complete the "Debarment Certification", attached hereto as Exhibit "C" and made a part hereof for all purposes. All subcontractors to the Contractor must complete the "Lower Tier Participation Debarment Certification", a sample copy being attached hereto as Exhibit "D" and made a part hereof for all purposes.

**25. Circulation of the Agreement.**

Copies of this Agreement will be provided to, reviewed and relied upon by underwriters, investment bankers, brokerage firms, bond counsel, and similar parties in connection with the provision of any additional financing.

**26. 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 the 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.

**27. Written Amendments.**

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 Agreement shall be of any effect unless in writing and executed by the Authority and TxDOT.

**28. Notices.**

All notices to either Party by the other required under this Agreement shall be delivered personally or sent by certified or registered U.S. Mail, postage prepaid, addressed to such Party at the following respective addresses:

Texas Department of Transportation  
Austin District Office  
7901 N. IH 35  
Austin, Texas 78753  
Attention: District Engineer

Central Texas Regional Mobility Authority  
3300 N. IH 35, Suite 300  
Austin, Texas 78705  
Attention: Executive Director

with copies to:

Texas Department of Transportation  
General Counsel Division  
125 E. 11th Street  
Austin, Texas 78701  
Attention: General Counsel

Central Texas Regional Mobility Authority  
3300 N. IH 35, Suite 300  
Austin, Texas 78705  
Attention: Director of Engineering

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

**29. Gratuities.**

Any person who is doing business with or who may do business with TxDOT under this Agreement may not make any offer of benefits, gifts, or favors to employees of TxDOT.

**30. Conflict of Interest.**

Unless otherwise approved in writing by TxDOT, the Authority shall not assign an employee to the Project if the employee or any immediate family member of the employee:

- a) owns an interest in or is an officer or employee of a business entity that has or may have a contract with TxDOT relating to the Project;
- b) has a direct or indirect financial interest in the outcome of the Project; or
- c) has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project or that has or may have a contract with TxDOT; or
- d) is a current part-time or full-time employee of TxDOT.

31. **Limitations.**

All covenants and obligations of TxDOT and the Authority under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the Authority shall have any personal obligations or liability hereunder.

32. **RELEASE AND INDEMNITY.**

**TO THE EXTENT PERMITTED BY LAW, THE AUTHORITY HEREBY INDEMNIFIES TXDOT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLDS EACH INDEMNITEE HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES, CHARGES AND DISBURSEMENTS OF COUNSEL OF THE INDEMNITEE'S CHOICE) WHICH SUCH INDEMNITEE MAY INCUR OR WHICH MAY BE CLAIMED AGAINST SUCH INDEMNITEE BY ANY PERSON OR ENTITY:**

- i. BY REASON OF THE AUTHORITY'S, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PROJECT; OR**
- ii. BY REASON OF (a) ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS SUBSTANCE ON OR FROM THE AUTHORITY IMPROVEMENTS, OR (b) ANY LIABILITY IN RESPECT OF THE AUTHORITY'S CONSTRUCTION OR OPERATIONAL ACTIVITIES FOR THE AUTHORITY IMPROVEMENTS, OTHER THAN THE RELEASE OF A HAZARDOUS SUBSTANCE THAT OCCURS ON THE AUTHORITY IMPROVEMENTS AFTER FINAL ACCEPTANCE OF THE AUTHORITY IMPROVEMENTS AND THAT IS NOT THE DIRECT RESULT OF THE CONSTRUCTION OF THE AUTHORITY IMPROVEMENTS, OR**
- iii. BY REASON OF ANY ACTUAL CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO;**

**PROVIDED THAT THE INDEMNITIES IN THIS SECTION SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT**

**THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE.**

**PROVIDED FURTHER THAT THE INDEMNITIES IN THIS SECTION SHALL ONLY BE AVAILABLE TO AN INDEMNITEE FOLLOWING THE FULL AND FINAL EXHAUSTION OF ALL REMEDIES AGAINST THE CONTRACTOR AND ONLY TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES HAVE BEEN DETERMINED BY A COURT OF COMPETENT JURISDICTION TO NOT BE THE RESPONSIBILITY OF THE CONTRACTOR.**

**NOTHING IN THIS SECTION IS INTENDED TO LIMIT THE AUTHORITY'S OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT. WITHOUT PREJUDICE TO THE SURVIVAL OF ANY OTHER OBLIGATION OF THE AUTHORITY HEREUNDER, THE INDEMNITIES AND OBLIGATIONS OF THE AUTHORITY CONTAINED IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**33. Sole Benefit.**

This Agreement is entered into for the sole benefit of TxDOT and the Authority and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either Party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

**34. Relationship of the Parties.**

Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, or joint venture or partnership, between TxDOT and the Authority.

**35. 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. If and to the extent that any approval or action by the Governor of the State of Texas is required to effectuate or authorize any provision of this Agreement, TxDOT agrees that it will use all reasonable efforts to obtain said approval or

action. Each signatory on behalf of TxDOT and the Authority, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

**36. Interpretation.**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision.

**IN WITNESS WHEREOF**, TxDOT and the Authority have executed this Agreement in two (2) multiple counterparts on the dates shown herein below, effective on the date listed above.

**CENTRAL TEXAS  
REGIONAL MOBILITY AUTHORITY**

**TEXAS DEPARTMENT OF  
TRANSPORTATION**

By: \_\_\_\_\_  
Mike Heiligenstein  
Executive Director

By: \_\_\_\_\_  
James M. Bass  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT "A"

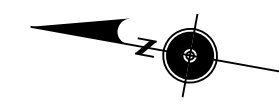
## 183A PHASE III PROJECT AND TXDOT IMPROVEMENT LIMITS



**EXHIBIT “B”**

**Operations and Maintenance Responsibilities  
after Opening to Traffic**



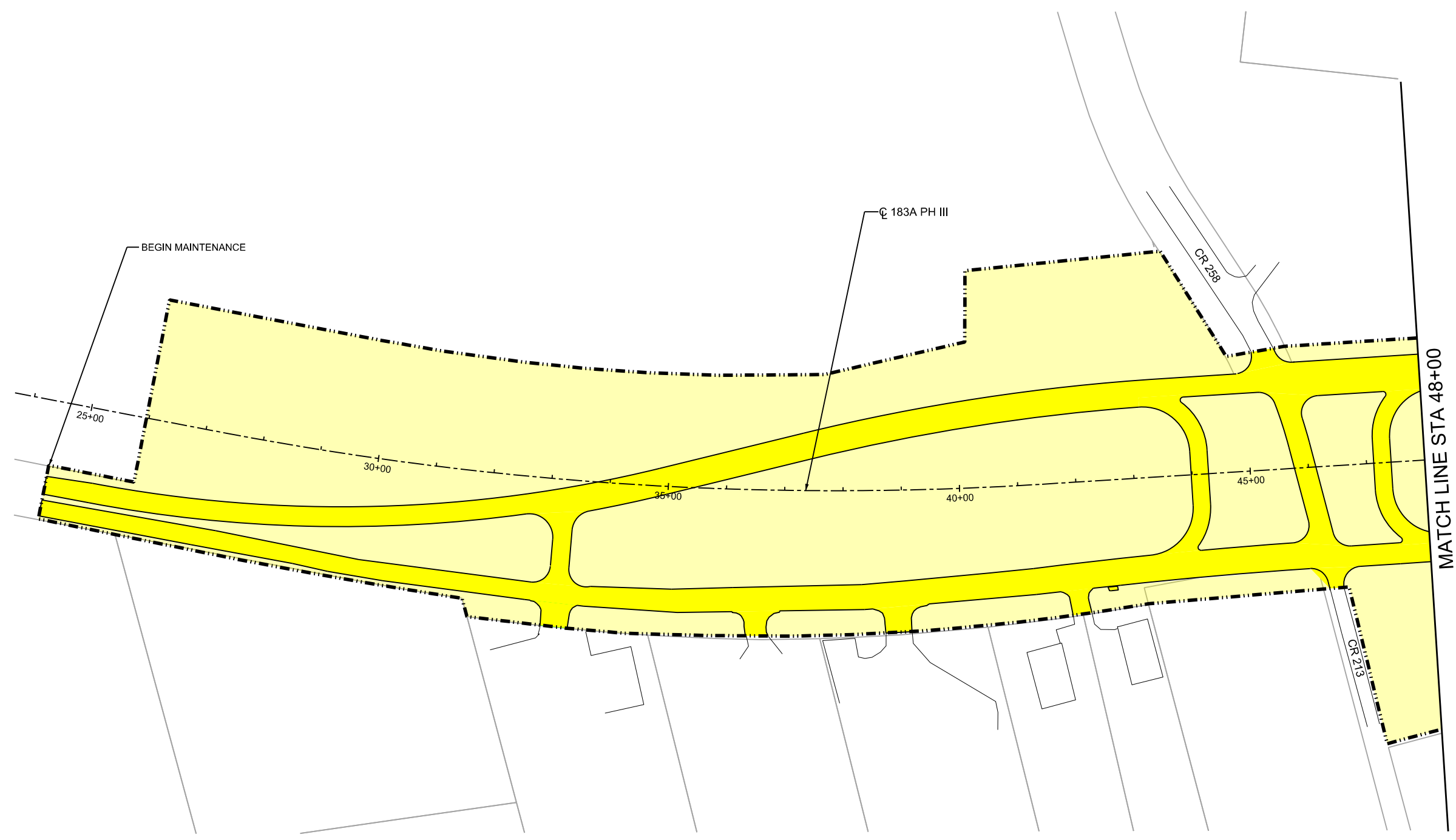


### LEGEND


- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

### NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.
2. ALL ADVANCE SIGNS RELATED TO THE TOLL FACILITY ARE INCLUDED IN THE CTRMA MAINTENANCE EXCLUDING SUPPORTS AND TRUSSES.



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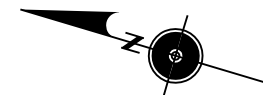
**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

**LIMITS OF MAINTENANCE AND OPERATIONS**

**183A PH III  
BEGIN PROJECT TO STA 48+00**

SHEET 1 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.			SHEET NO.
STAFF	20PROGXX02M			1
DRAWN BY:	STATE	DIST.	COUNTY	
GLG	TEXAS	AUS	WILLIAMSON	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
MES	XXXX	XX	XXX	VAR

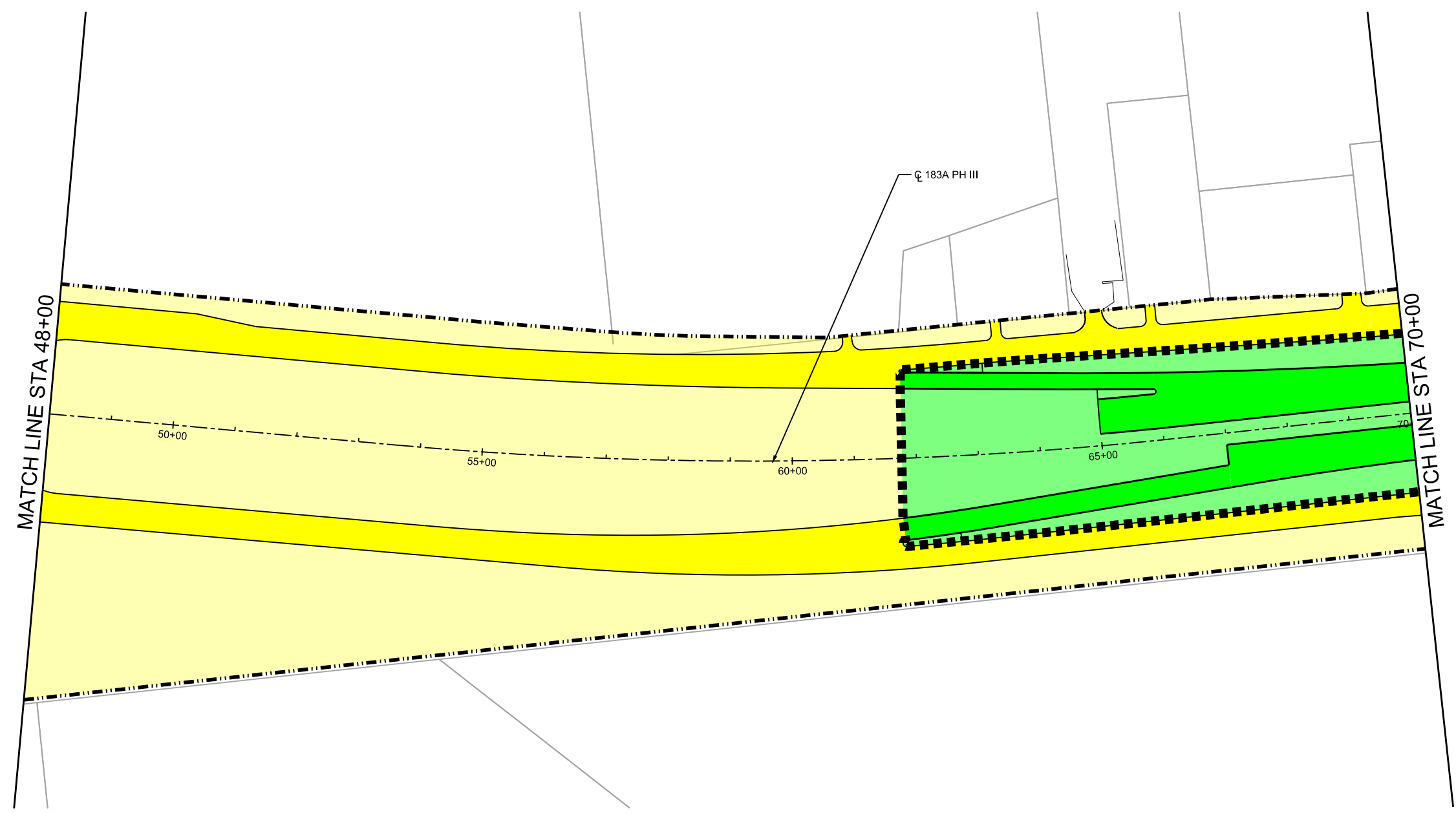


**LEGEND**

- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

**NOTES:**

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.



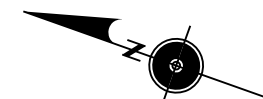
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**LIMITS OF MAINTENANCE AND OPERATIONS**  
  
**183A PH III**  
**STA 48+00 TO STA 70+00**

SHEET 2 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.			SHEET NO.
STAFF	20PROGXX02M			2
DRAWN BY:	STATE	DIST.	COUNTY	
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CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
MES	XXXX	XX	XXX	VAR

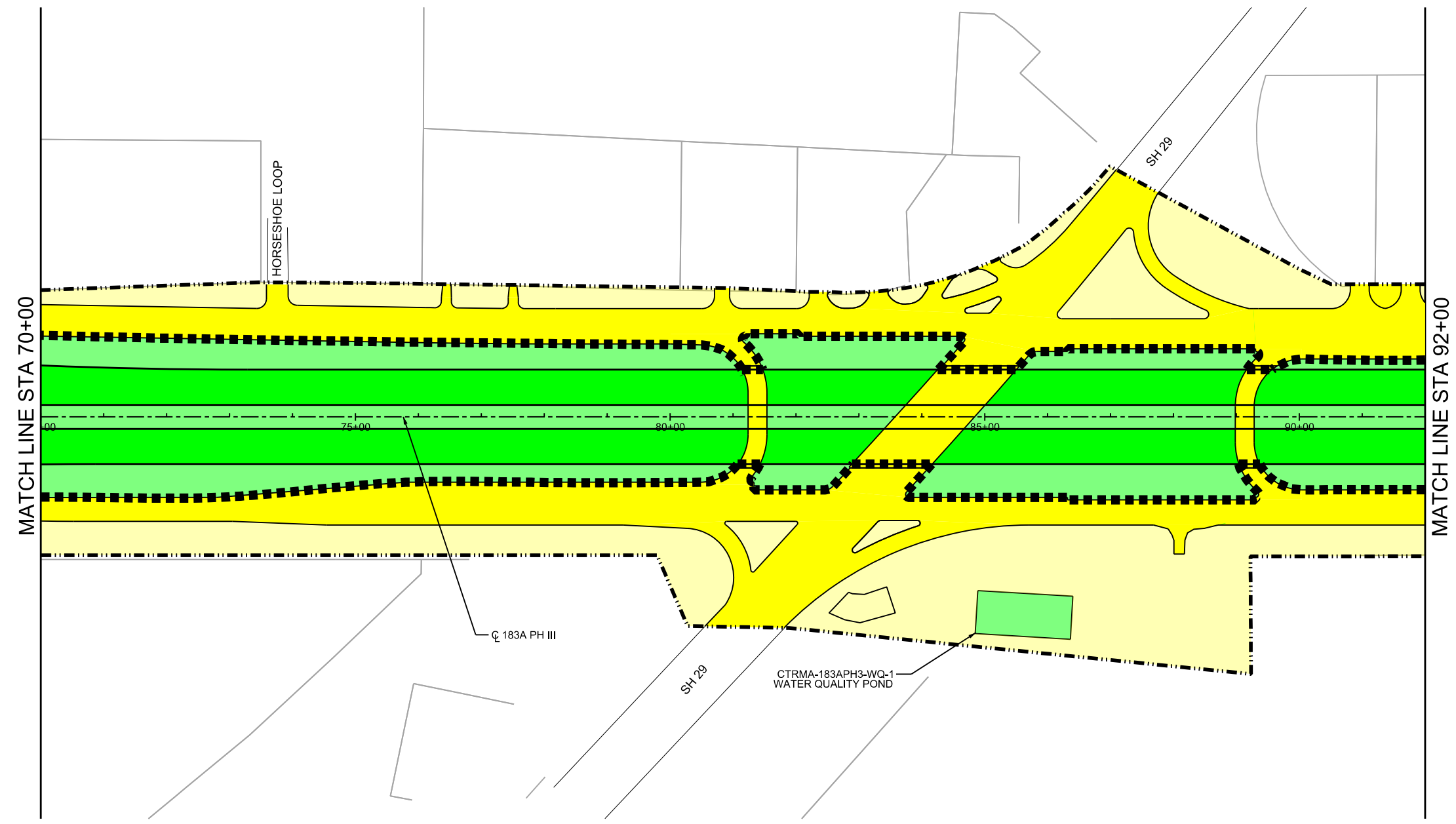


**LEGEND**

- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

**NOTES:**

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.



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**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

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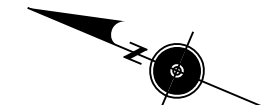
**LIMITS OF MAINTENANCE AND OPERATIONS**

**183A PH III**

**STA 70+00 TO STA 92+00**

SHEET 3 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.			SHEET NO.
STAFF	20PROGXX02M			3
DRAWN BY:	STATE	DIST.	COUNTY	
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CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
MES	XXXX	XX	XXX	VAR

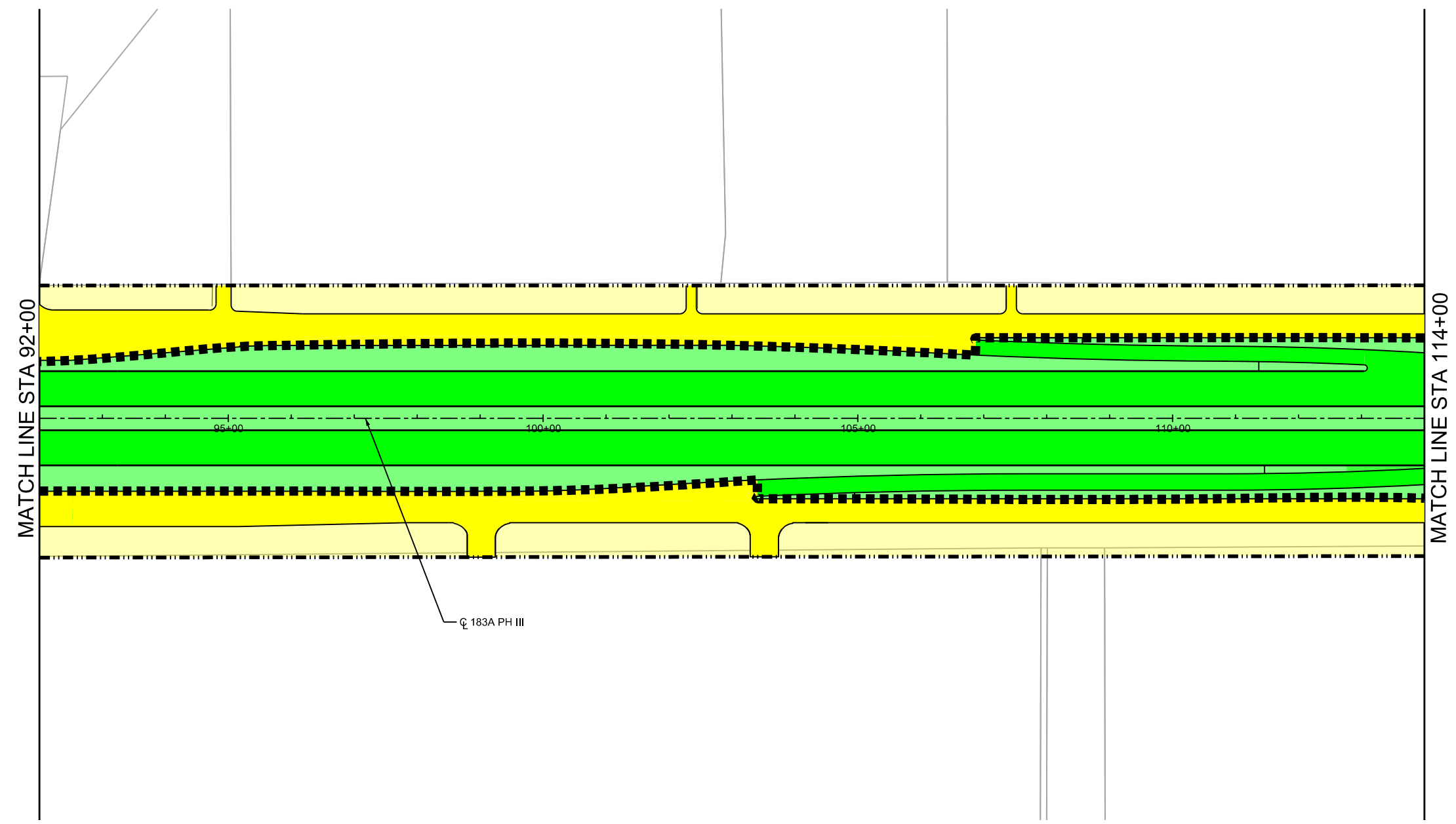


**LEGEND**

- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

**NOTES:**

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.



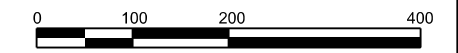
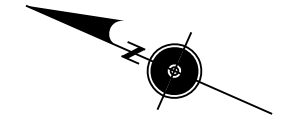
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**LIMITS OF MAINTENANCE AND OPERATIONS**  
  
**183A PH III**  
**STA 92+00 TO STA 114+00**

SHEET 4 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.			SHEET NO.
STAFF	20PROGXX02M			4
DRAWN BY:	STATE	DIST.	COUNTY	
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CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
MES	XXXX	XX	XXX	VAR

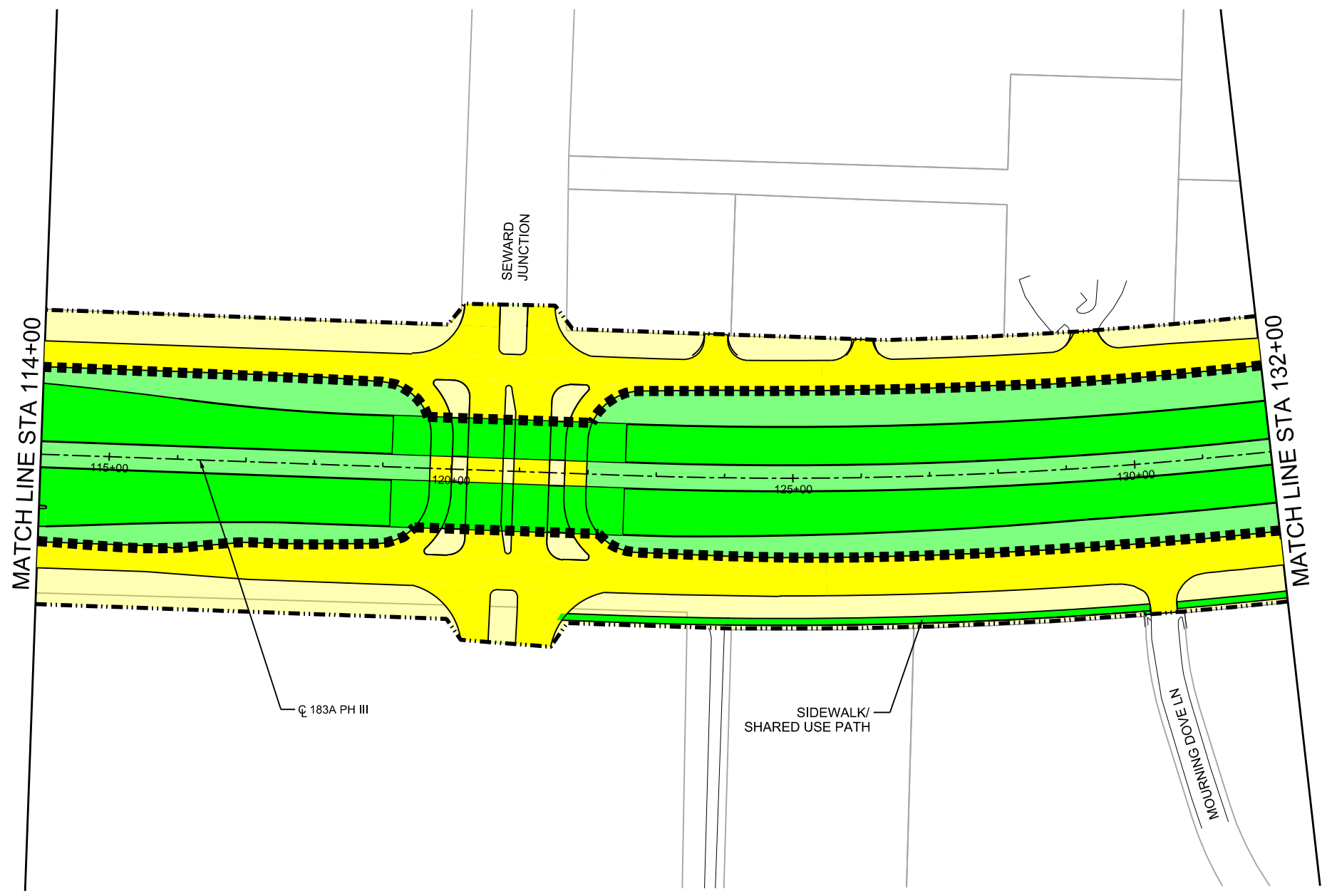


**LEGEND**

- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

**NOTES:**

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.

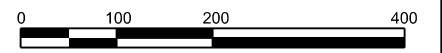
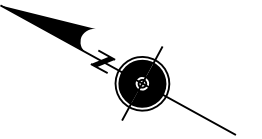


LIMITS OF MAINTENANCE AND OPERATIONS  
**183A PH III**  
 STA 114+00 TO STA 132+00

SHEET 5 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.			SHEET NO.
STAFF	20PROGXX02M			5
DRAWN BY:	STATE	DIST.	COUNTY	
GLG	TEXAS	AUS	WILLIAMSON	
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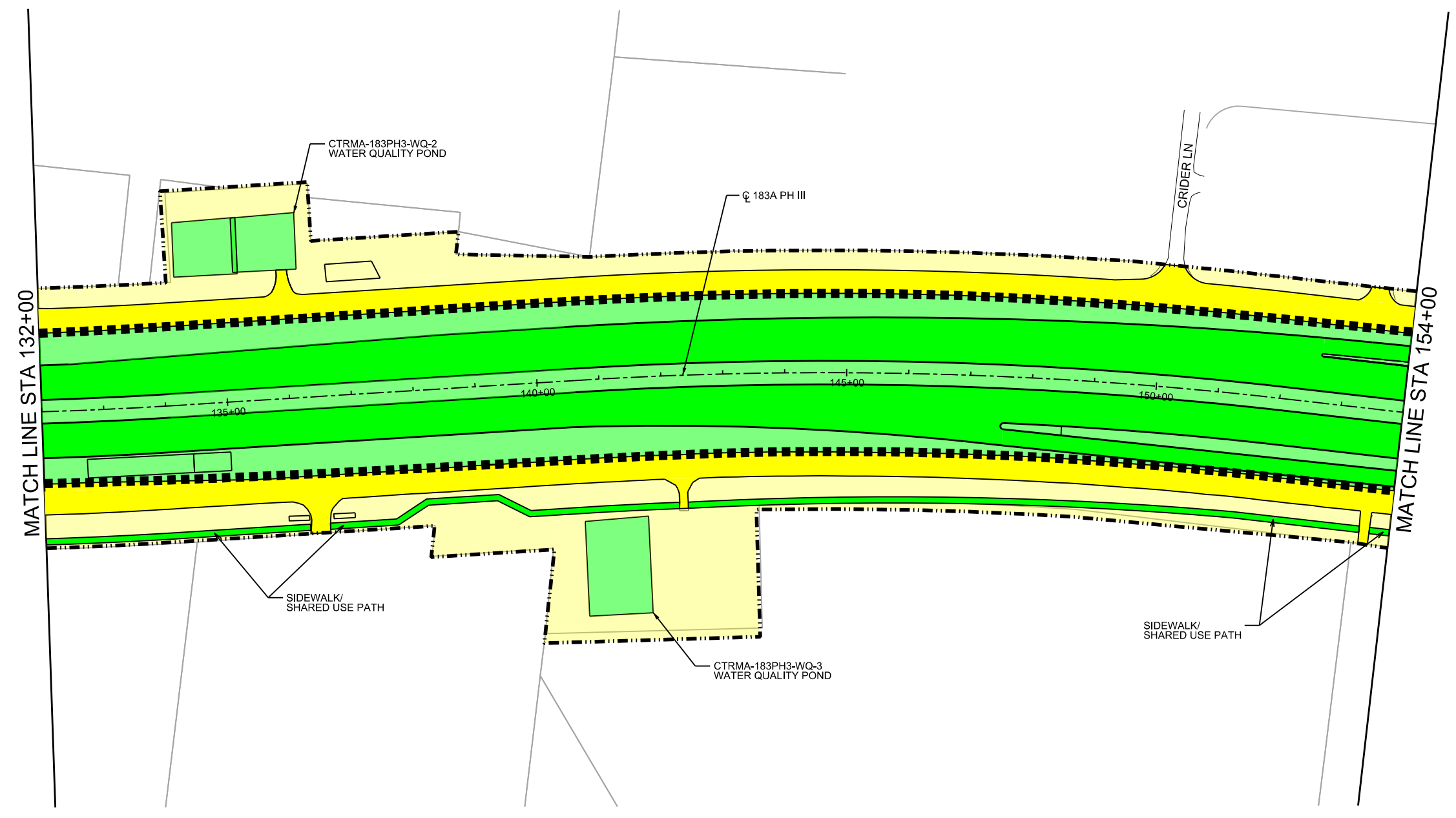


**LEGEND**

- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

**NOTES:**

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.



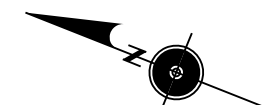
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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

LIMITS OF MAINTENANCE AND OPERATIONS  
  
 183A PH III  
 STA 132+00 TO STA 154+00

SHEET 6 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.			SHEET NO.
STAFF	20PROGXX02M			6
DRAWN BY:	STATE	DIST.	COUNTY	
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MES	XXXX	XX	XXX	VAR

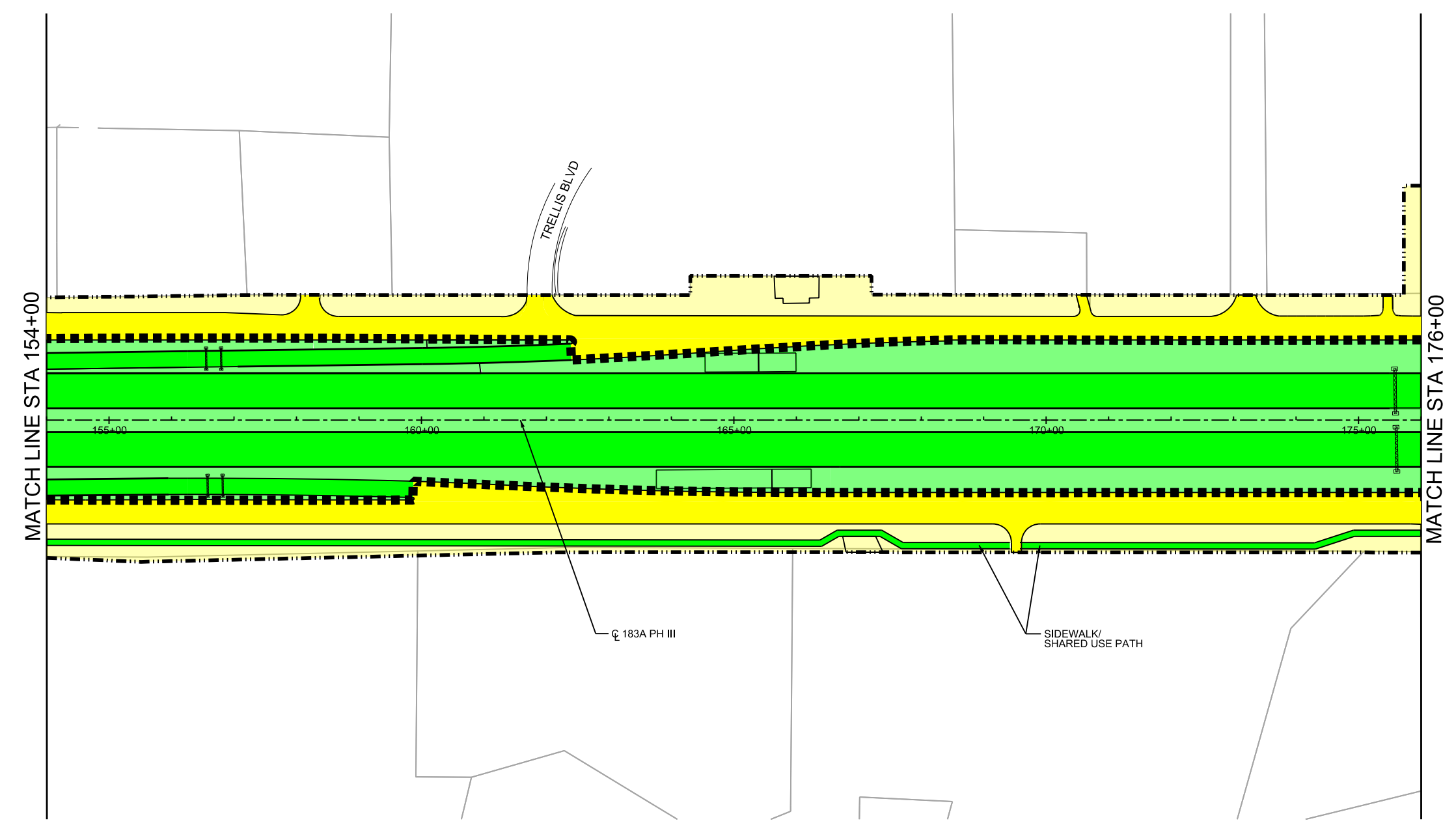


**LEGEND**

- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

**NOTES:**

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.



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**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

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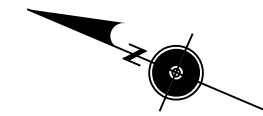
**LIMITS OF MAINTENANCE AND OPERATIONS**

**183A PH III**

**STA 154+00 TO STA 176+00**

SHEET 7 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.			SHEET NO.
STAFF	20PROGXX02M			7
DRAWN BY:	STATE	DIST.	COUNTY	
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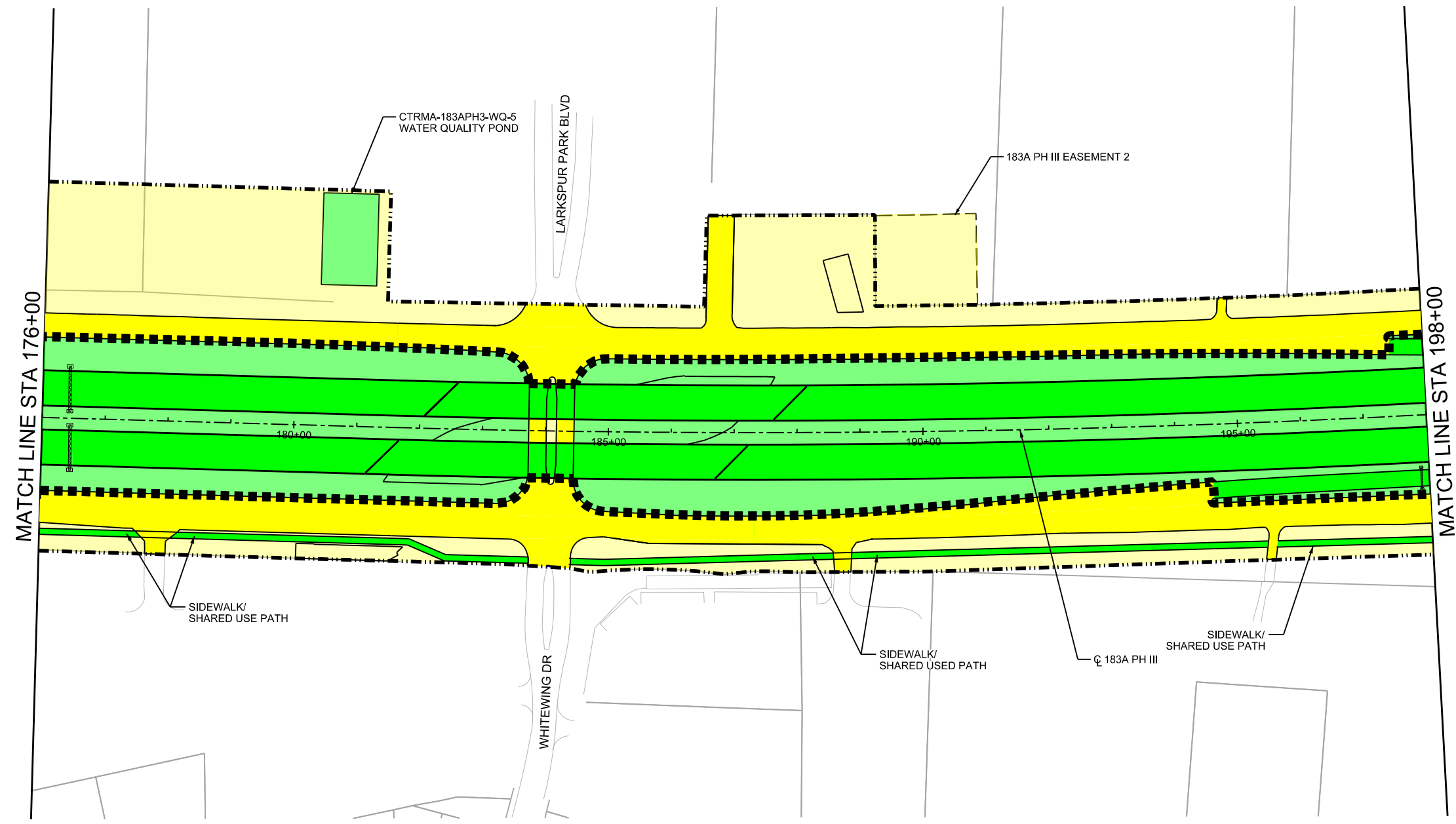


**LEGEND**


- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

**NOTES:**

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.



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**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

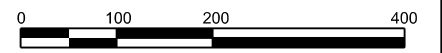
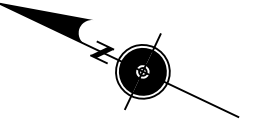
**LIMITS OF MAINTENANCE AND OPERATIONS**

**183A PH III**  
**STA 176+00 TO STA 198+00**

SHEET 8 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.				SHEET NO.
STAFF	20PROGXX02M				8
DRAWN BY:	STATE	DIST.	COUNTY		
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CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.	
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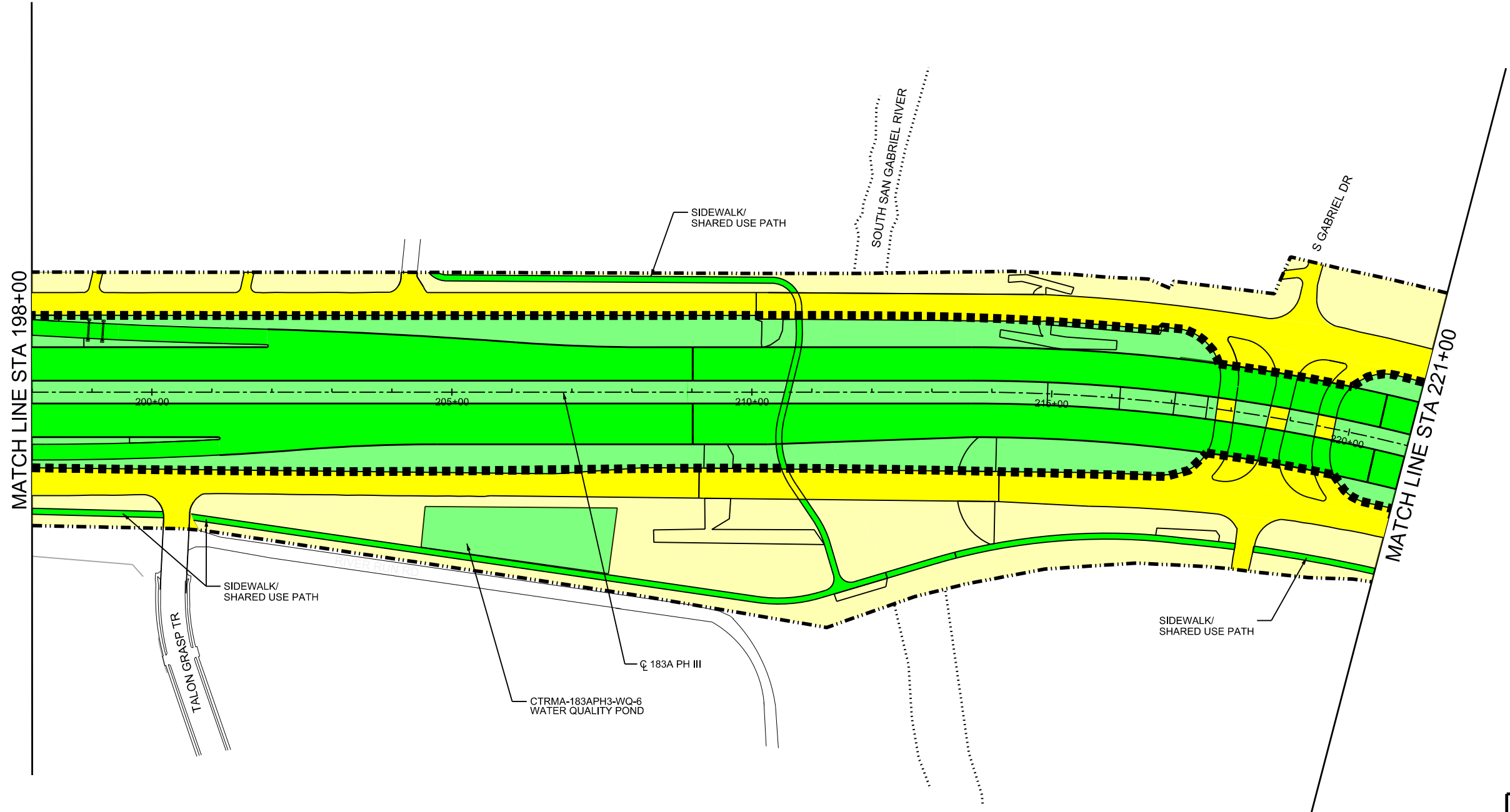


**LEGEND**

- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

**NOTES:**

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.



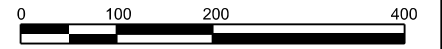
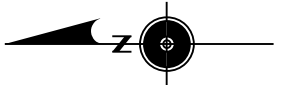
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**LIMITS OF MAINTENANCE AND OPERATION**  
  
**183A PH III**  
**STA 198+00 TO STA 221+00**

SHEET 9 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.			SHEET NO.
STAFF	20PROGXX02M			9
DRAWN BY:	STATE	DIST.	COUNTY	
GLG	TEXAS	AUS	WILLIAMSON	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
MES	XXXX	XX	XXX	VAR

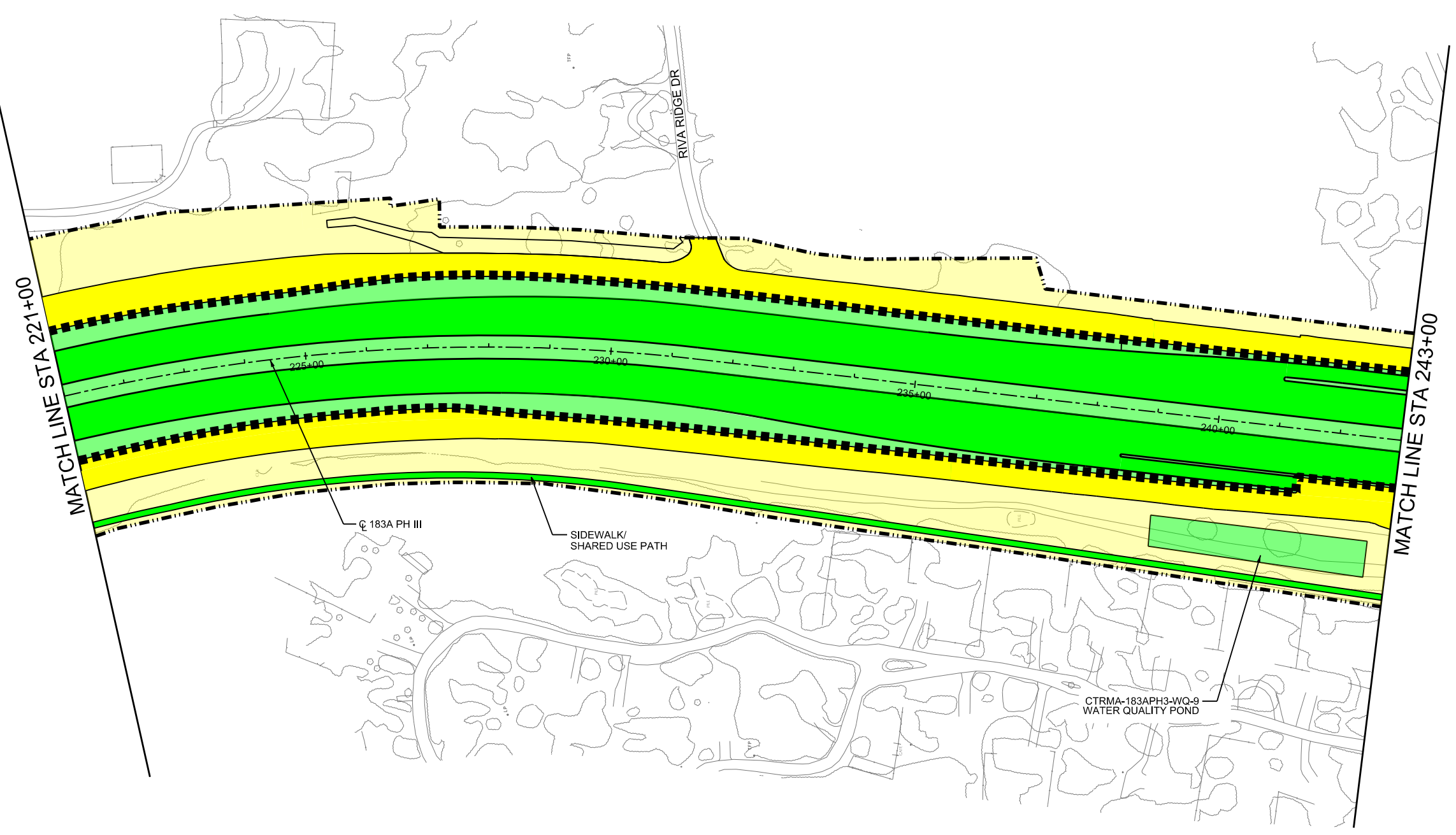


**LEGEND**

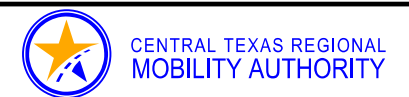
- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

**NOTES:**

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.



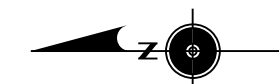
DATE: 4/23/2020  
 TIME: 4:55:07 PM  
 FILE: ...183A PH3 2020 PLN10 LMT OPS REV.dgn



**LIMITS OF MAINTENANCE AND OPERATIONS**  
  
**183A PH III**  
**STA 221+00 TO STA 243+00**

SHEET 10 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.			SHEET NO.
STAFF	20PROGXX02M			10
DRAWN BY:	STATE	DIST.	COUNTY	
GLG	TEXAS	AUS	WILLIAMSON	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
MES	XXXX	XX	XXX	VAR

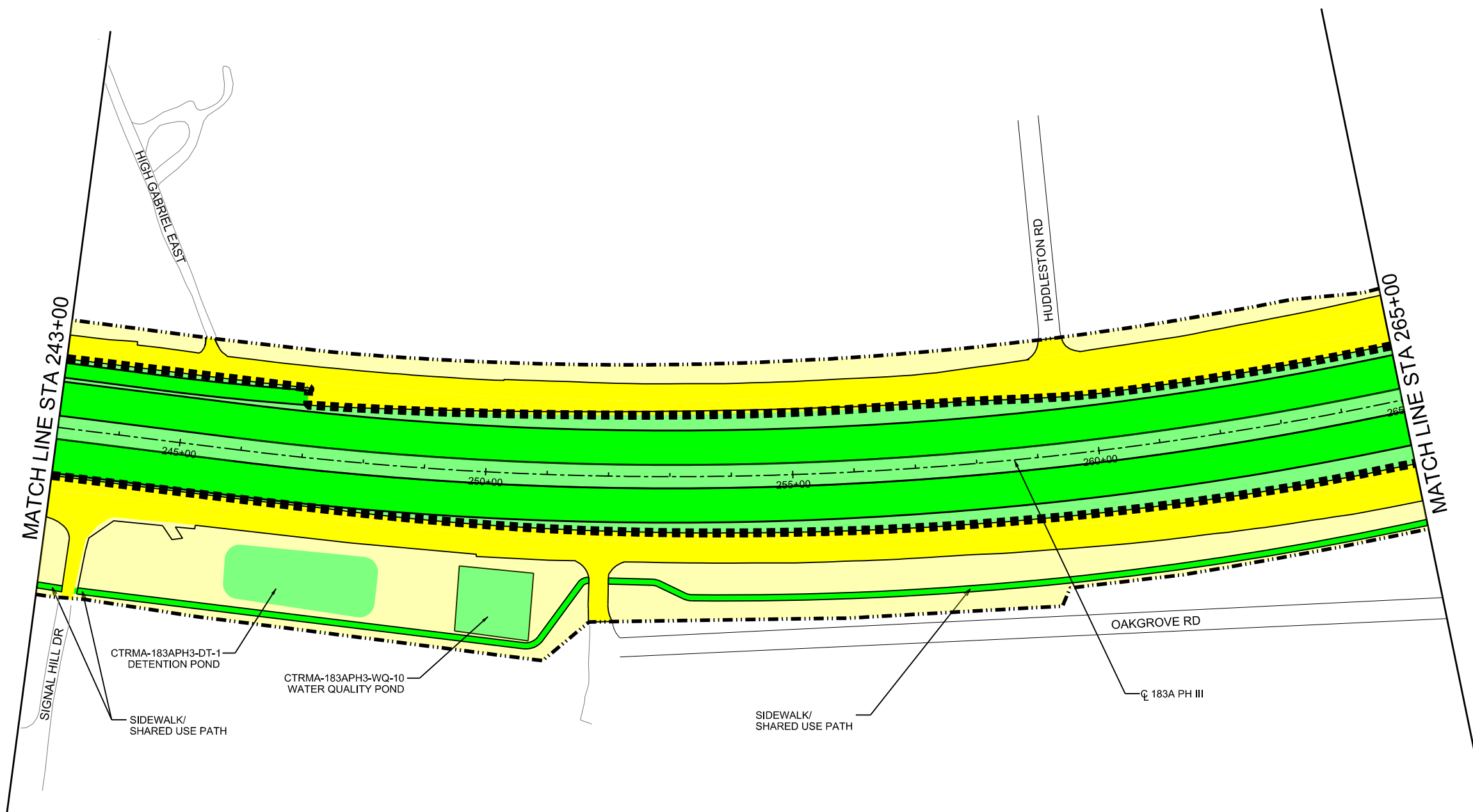


**LEGEND**

- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

**NOTES:**

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.

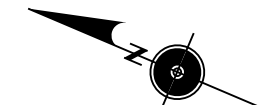


LIMITS OF MAINTENANCE AND OPERATIONS  
 183A PH III  
 STA 243+00 TO STA 265+00

SHEET 11 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.			SHEET NO.
STAFF	20PROGXX02M			11
DRAWN BY:	STATE	DIST.	COUNTY	
GLG	TEXAS	AUS	WILLIAMSON	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
MES	XXXX	XX	XXX	VAR

DATE: 4/23/2020  
 TIME: 4:11:16 PM  
 FILE: ...183A PH3 2020 PLN11 LMT OPS REV.dgn

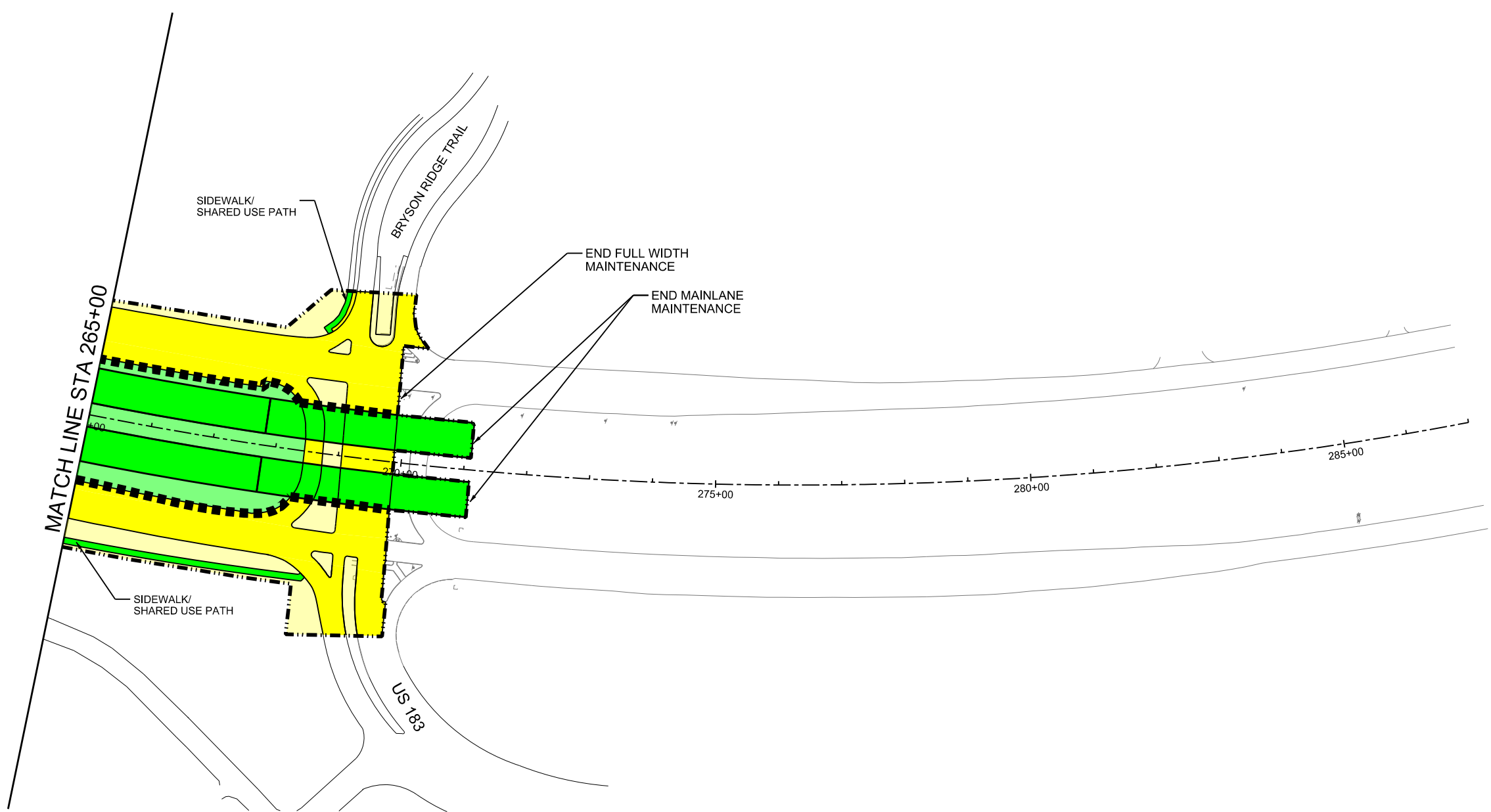


**LEGEND**

- LIMITS OF MAINTENANCE
- CTRMA RESPONSIBILITY
- TXDOT RESPONSIBILITY
- TXDOT/CTRMA DEMARCATION LINE

**NOTES:**

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE.
2. ALL ADVANCE SIGNS RELATED TO THE TOLL FACILITY ARE INCLUDED IN THE CTRMA MAINTENANCE EXCLUDING SUPPORTS AND TRUSSES.



DATE: 4/23/2020  
 TIME: 4:51:50 PM  
 FILE: ...183A PH3 2020 PLN12 LMT OPS REV.dgn



**LIMITS OF MAINTENANCE AND OPERATIONS**  
**183A PH III**  
**STA 265+00 TO STA 271+00**

SHEET 12 OF 12 SHEETS

DESIGNED BY:	PROJECT NO.			SHEET NO.
STAFF	20PROGXX02M			12
DRAWN BY:	STATE	DIST.	COUNTY	
GLG	TEXAS	AUS	WILLIAMSON	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
MES	XXXX	XX	XXX	VAR

## EXHIBIT "C"

### Debarment Certificate

- (1) The CONTRACTOR certifies to the best of its knowledge and belief, that its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public\* transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public\* transactions terminated for cause or default.
- (2) Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall attach an explanation to this certification.

\*federal, state or local

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT “D”**

**Lower Tier Participant Debarment Certification**

**(Negotiated Contracts)**

\_\_\_\_\_, being duly sworn

(insert name of certifying official)

or under penalty of perjury under the laws of the United States, certifies that

neither \_\_\_\_\_ nor its

(insert name of lower tier participant)

principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

\_\_\_\_\_  
Signature of certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification