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Executive Summary **(Exclude price Information)**	No forms are provided	Exhibit B, Section 3.1	Exec. Summary

Proposal Component	Form (if any)	ITP Section Cross Reference	NorthGate Proposal
Technical Proposal			
[redacted]			
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Proposal Component	Form (if any)	ITP Section Cross Reference	NorthGate Proposal
Financial Proposal			
A. Updated Financial Information			
Audited fiscal financial statements for all periods subsequent to the QS and unaudited interim financial statements	No forms are provided	Exhibit C, Section 2.0	Tab: Financials
Guarantor letters of support (as required)	No forms are provided	Exhibit C, Section 2.0	Tab: Guarantor
For publicly held companies most recent SEC 10-K and 10-Q reports and any 8-Ks filed since the QS	No forms are provided	Exhibit C, Section 2.0	Tab: Credit Ratings
Credit ratings	No forms are provided	Exhibit C, Section 2.0	Tab: Credit Ratings
Letter regarding material change in financial condition since submission of the QS and for the next reporting period	No forms are provided	Exhibit C, Section 2.0	Tab: Material Chngs.
Letter disclosing all material off balance sheet liabilities	No forms are provided	Exhibit C, Section 2.0	Tab: Off-Bal. Liabilit.
B. Price Information			
Development Price	Form N-1	Exhibit C, Section 3.1	Tab: Form N-1
Cash Flow Adjustment Table/ Maximum Payment Curve	Form N-2	Exhibit C, Section 3.1	Tab: Form N-2
Maintenance Price	Form O	Exhibit C, Section 3.2	Tab: Form O
EPDs (to be delivered separately into escrow as provided in the ITP Section 4.3.2)	No forms are provided	Exhibit C, Section 3.3	Financial Proposal Binder

Form A

TEXAS DEPARTMENT OF TRANSPORTATION
DFW CONNECTOR PROJECT
INSTRUCTIONS TO PROPOSERS—Form A

PROPOSAL LETTER

PROPOSER: NorthGate Constructors, a Joint Venture

Proposal Date: July 15, 2008

Texas Department of Transportation
Texas Turnpike Authority Division
125 East 11th Street
Austin, Texas 78701-2483
Attn: Phillip E. Russell, P.E.

The undersigned ("Proposer") submits this proposal (this "Proposal") in response to that certain Request for Proposals (the "RFP") issued by the Texas Department of Transportation ("TxDOT"), an agency of the State of Texas, dated March 28, 2008 to develop, design, construct and potentially maintain the DFW Connector Project (the "Project"), as more specifically described herein and in the documents provided with the RFP (the "RFP Documents"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

In consideration for TxDOT supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertakes jointly and severally:

a) to keep this Proposal open for acceptance initially for 180 days after the Proposal Due Date, and if requested by TxDOT within such 180-day period, for an additional 90 days, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of TxDOT, in TxDOT's sole discretion; and

b) if this Proposal is accepted, to provide security (including bonds, insurance and letters of credit) for the due performance of the Comprehensive Development Agreement ("CDA") and, if TxDOT exercises the capital maintenance option(s), the Maintenance Agreement ("Maintenance Agreement"), as stipulated in the CDA Documents, the Maintenance Agreement Documents and the RFP.

If selected by TxDOT, Proposer agrees to do the following or to cause Developer to do the following: (a) if requested by TxDOT in its sole discretion, enter into good faith

negotiations with TxDOT regarding the terms of the CDA Documents and the Maintenance Agreement Documents, in accordance with the requirements of the RFP; (b) enter into the CDA Documents and the Maintenance Agreement Documents without varying or amending its terms (except if requested to by TxDOT in its sole discretion)

and satisfy all other conditions to award of the CDA Documents and the Maintenance Agreement Documents; and (c) perform its obligations as set forth in the ITP, the CDA Documents and the Maintenance Agreement Documents, including compliance with all commitments contained in this Proposal.

The following individual is designated as the Proposer Authorized Representative in accordance with Section 2.2.2 of the ITP: Doug Glaser, Vice President Kiewit Texas Construction L.P.

The following individual(s) is/are authorized to enter into negotiations with TxDOT on behalf of the Proposer and Developer in connection with this RFP, the Project, the CDA and the Maintenance Agreement: Scott Cassels, Executive Vice President, Kiewit Corporation; Randy Sanman, Senior Vice President, Kiewit Corporation; and Keith Sasich, President Kiewit Texas Construction.

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

- Executive Summary
- Technical Proposal, including Proposer Information, Certifications and Documents, Proposal Security and Escrow Agreement
- Financial Proposal

Proposer acknowledges receipt of the following Addenda and sets of questions and responses:

Addendum 1 issued April 14, 2008
Addendum 2 issued April 30, 2008
Addendum 3 issued June 3, 2008
Addendum 4 issued June 17, 2008
Addendum 5 issued July 3, 2008
Addendum 6 issued July 8, 2008

Responses issued: April 4, 2008, June 3, 2008, June 19, 2008

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the secure file transfer site for the Project, the Addenda and TxDOT's responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the Developer and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this Proposal; and that it has notified TxDOT of any deficiencies in or omissions from any

RFP Documents or other documents provided by TxDOT and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the QS previously delivered to TxDOT (as amended and resubmitted) are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such QS, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

Proposer understands that TxDOT is not bound to accept the Proposal offering the lowest price to TxDOT or any Proposal TxDOT may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except any payment for work product that may be paid in accordance with the RFP.

Proposer consents to TxDOT's disclosure of its Proposal pursuant to Section 223.204(a), Texas Transportation Code, to any Persons in TxDOT's sole discretion after conditional award of the CDA and Maintenance Agreement by TxDOT. Proposer acknowledges and agrees to the disclosure terms described in ITP Section 2.6. Proposer expressly waives any right to contest such disclosures under Section 223.204(a).

Proposer agrees that TxDOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this Proposal.

This Proposal shall be governed by and construed in all respects according to the laws of the State of Texas.

Proposer's business address:

13119 Old Denton Road
(No.) (Street) (Floor or Suite)

Fort Worth TX 76177 USA
(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: Texas

Proposer: NorthGate Constructors, a Joint Venture

By: Kiewit Texas Construction L. P., Managing Partner

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Co. – General Partner

By: Zachry Construction Corporation

By: _____

Name: Jean Abiassi

Title: Vice President , Zachry Construction Corporation

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

(Additional Information will go here)

A. Describe in detail the legal structure of the Proposer/Developer and Equity Participants.

1. If the Proposer/Developer/Equity Participant is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for Proposer/Developer/Equity Participant and each corporation certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.

2. If the Proposer/Developer/Equity Participant is a partnership or includes a partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Participant (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.

3. If the Proposer/Developer/Equity Participant is a joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Participant (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to award.

4. If the Proposer/Developer/Equity Participant is a limited liability company or includes a limited liability company as a joint venture member, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Developer/Equity Participant (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual. If any

entity is not yet formed, so state and indicate that this information will be provided prior to award.

Attach evidence to the Proposal and to each letter that the person signing has authority to do so.

B. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If the Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.

C. The Developer's partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to TxDOT, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners or members, as applicable, no joint venture member, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers should submit the applicable agreement to TxDOT and identify on a cover page where in the agreement the provision can be found. If the Developer is not yet formed, provide draft organizational documents and indicate where the provision is found.

Authorization Documents

Additional Information Provided with Proposal Letter

ADDITIONAL INFORMATION PROVIDED WITH PROPOSAL LETTER

A. Legal Structure of Proposer/Developer and Equity Participants

The Proposer and Developer is NorthGate Constructors, a Joint Venture, 13119 Old Denton Road Fort Worth, Texas 76177 which is comprised of two equity participants: Kiewit Texas Construction L.P., 13119 Old Denton Road, Fort Worth, Texas 76177, and Zachry Construction Corporation, P.O. Box 241948 San Antonio, Texas 78224 . Kiewit Texas Construction L.P. is the managing partner of the joint venture, with a 65% equity interest. Zachry Construction Corporation has the remaining 35% equity interest.

Kiewit Texas Construction L.P. is a Texas limited partnership. Its general partner is Kiewit Texas Co., 3555 Farnam Street, Omaha, Nebraska 68131, and its sole limited partner is Kiewit Frontier Inc, 3555 Farnam Street, Omaha, Nebraska 68131. Kiewit Texas Co.'s equity interest in Kiewit Texas Construction L.P. is 1%, and Kiewit Frontier has the remaining 99% interest.

The following organizational documentation relating to the aforementioned entities is attached to this letter:

- NorthGate Constructors joint venture agreement;
- Kiewit Texas Construction L.P. partnership agreement and certificate of partnership;
- Kiewit Texas Co. articles of incorporation and bylaws;
- Kiewit Frontier Inc. articles of incorporation and bylaws;
- Zachry Construction Corporation articles of incorporation and bylaws.
- Zachry Corporation articles of incorporation and bylaws.

B. Authorization of Execution and Delivery:

Attached to this letter is the following documentation relating to the authorization of execution and delivery of the NorthGate Constructors' proposal.

- Kiewit Texas Construction L.P. partnership resolution authorizing Keith Sasich to execute and deliver NorthGate Constructors' proposal;
- Kiewit Texas Co. general partner resolution authorizing Keith Sasich to execute and deliver NorthGate Constructors' proposal;
- Zachry Construction Corporation resolution authorizing Keith Sasich to execute and deliver NorthGate Constructors' proposal.

C. Required Joint Venture Agreement Dispute Provision:

In accordance with Paragraph C. of the "Additional Information to be Provided with Proposal Letter" of Form A for this proposal letter, please see Section 12.1of the attached NorthGate Constructors joint venture agreement stating that in the event of a dispute between the joint venture members, shall not be allowed to delay the work.

D. Evidence of signature authority for all individuals signing forms:

In accordance with Exhibit B of the ITP, page 1 of 22 (Section 1.0), attached to this letter are documents from NorthGate Constructors relating to the authorization of execution and delivery of the team members proposal forms.

NorthGate Constructors
Joint Venture Agreement

JOINT VENTURE AGREEMENT – DESIGN-BUILD

THIS JOINT VENTURE AGREEMENT ("**Agreement**"), is made and entered into effective as of this 25th day of June, 2008 (the "**Effective Date**"), by and among Kiewit Texas Construction, L.P., a Texas Limited Partnership with offices at Fort Worth, Texas (hereinafter called "**Kiewit**"); and Zachry Construction Corporation, a Delaware corporation with offices at San Antonio, Texas (hereinafter called "**Zachry**"), individually referred to as a "**Party**" and jointly referred to as the "**Parties**."

This Agreement is made with the following Recitals of facts and objectives as background:

A. Texas Department of Transportation, ("**Owner**") has advertised for a proposal for the development, design and construction and at Owner's sole option, maintaining improvements of the DFW Connector Project, ("**Project**") on which proposals are to be submitted in the months of June or July, 2008.

B. The Parties have agreed to form a joint venture ("**Joint Venture**") to submit a joint proposal ("**Proposal**") and, if possible, to enter into the Comprehensive Development Agreement (the "**CDA**") and the Capital Maintenance Agreement (the "**CMA**" and together with the CDA, the "**Prime Contracts**") with the Owner for the performance of the Project, including any additions or modifications thereof and completion of the Project (collectively the "**Work**") and for no other purposes.

C. Each of the Parties to this Agreement is now, and has been, engaged in the design-build industry.

D. Each of the Parties to this Agreement acknowledges that each of them possesses skills and expertise unique in the design-build industry necessary not only for the formation of this Joint Venture, but for the successful performance and completion of the Work.

E. Each of the Parties to this Agreement acknowledges that by executing this Agreement the Party undertakes and assumes various duties towards performance and completion of the Work which duties, and the performance thereof, are unique to the skills and expertise of the Party.

F. Each of the Parties to this Agreement acknowledges that it has a substantial interest in having each of the other Parties hereto perform their respective unique skills, expertise and duties, all as required for the performance and completion of the Work.

G. The Parties desire to enter into this Agreement in order to fix and define between themselves their respective responsibilities, interests and liabilities in connection with the submission of the Proposal and the performance and completion of the Work, in the event the Prime Contracts are awarded to them.

NOW, THEREFORE, in consideration of the Premises and in order to consummate the intent of the Parties set forth in the foregoing Recitals, which Recitals are made an integral part of this Agreement, the Parties agree as follows:

ARTICLE 1

1. FORMATION OF JOINT VENTURE.

1.1 Formation. The Parties agree to constitute themselves as joint venturers for the purpose of submitting the Proposal and for the further purpose of performing and completing the Work in the event that the Prime Contracts are awarded to them. The Parties further agree that the Proposal, if submitted, and the Work, if the Prime Contracts are awarded to them, shall be performed and completed by them as a Joint Venture. The Parties agree that the Joint Venture shall exist as a separate legal entity, distinct from each of the Parties.

1.2 Scope. This Agreement shall extend only to fixing and defining the Parties' responsibilities, interests and liabilities relative to the submission of the Proposal and the performance and completion of the Work in accordance with the Prime Contracts, and shall have no other purpose.

1.3 Relationship. Nothing contained in this Agreement shall create or be interpreted or construed so as to create any permanent relationship between the Parties or limit their respective rights to carry on their individual businesses for their own benefit, including other work for the Owner which does not relate to the Project.

1.4 Nature of Agreement. Each of the Parties acknowledges and declares that the Project is of a unique nature, taking into account the specifications, the technical and engineering expertise required to design and construct the Project, certain unique technological, engineering and other features of the Project, the size of the Project and the Work, and the financial commitments by the Parties in respect thereof. Each of the Parties further acknowledges and declares that it is entering into this Agreement with the other Party or Parties because each other Party is uniquely suited to participate in the design or construction of the Project due to each Party's prior experience in designing and/or constructing projects of a type generally similar to the Project, including the Parties' unique ability to jointly design and construct the Project based on the integration among their workforce, financial stability, general compatibility in business ethics and approach to work, experience in proposing on and managing work, knowledge of specialty equipment, know-how and other resources required for the efficient, timely, profitable and successful completion of the Project, the liability issues associated with design and construction of the Project, and the superior skills and experience of the Parties' management and supervisory team assigned to the Project.

1.5 Personal Services Contract.

(a) For the reasons set forth herein, it is the Parties' intent that this Agreement and the Parties' rights and obligations thereunder be treated as a personal services contract, and that no Party may sell, assign, delegate, transfer, exchange, or otherwise dispose of their interest in this Agreement or the Joint Venture without the consent of the other Party or Parties; provided, however, that notwithstanding the foregoing, a Party (the "**Assignor**") may transfer and assign all of its interest in this Agreement and in the Joint Venture to an Affiliate (the "**Transferee**") without the consent of the other Parties so long as (i) the Assignor is not a Defaulting Party, (ii) the Assignor provides at least ten (10) days advance written notice to the other Parties describing in reasonable detail the identity of the Transferee and its relationship to the Assignor, (iii) the Transferree assumes all of the past, present, and future obligations of the Assignor under this Agreement, (iv) the Transferree and its guarantors under Section 2.5 below meet the requisite Tangible Net Worth requirement specified in such Section, and (v) any guaranty previously provided by an Affiliate of the Assignor (A) with respect to guarantees securing the performance of the

Joint Venture, remains in full force in effect, and (B) with respect to guarantees securing the performance of the Assignor, are replaced with guarantees, reasonably acceptable to the other Parties in form and substance, securing the obligations of both the Assignor and the Transferree.. The term "**Affiliate**" means, for the purposes of this Agreement, when used with reference to a specified person or entity, any person or entity that directly or indirectly Controls or is in Control by, or is under common Control with that person or entity.

(c) Except for a transfer expressly permitted in this Agreement, no Party shall be required to accept or deliver performance to any person or entity other than to each of the Parties hereto. Any purported assignment, transfer or delegation in contravention of the requirements of this §1.5 is void *ab initio* and of no force or effect.

1.6 Principal Office. The principal office of the Joint Venture shall be located at the Project site or as otherwise determined by the Policy Committee.

1.7 Term.

(a) The term of the Joint Venture shall be from the date of this Agreement until terminated and dissolved and the business and affairs of the Joint Venture wound up as provided in this Agreement.

(b) This Agreement and the Joint Venture shall terminate and dissolve automatically and without notice, and the business and affairs of the Joint Venture shall be wound up: (i) in the event that after the conclusion of all proposal selection processes, including any proposal protest procedures, the award of the Prime Contracts are not made to the Joint Venture; or (ii) if the Joint Venture enters into the Prime Contracts with the Owner, when all responsibilities of the Joint Venture under the Prime Contracts have been fulfilled, all liabilities have ceased, all accounts with the Owner have been settled and all profits, remaining assets of the Joint Venture and other amounts have been distributed to the Parties in accordance with the provisions of this Agreement.

(c) Notwithstanding anything contained herein to the contrary, if claims of any nature or legal action of any type are brought against the Joint Venture or any of the Parties or their Affilaites at any time after the Joint Venture has otherwise been terminated and dissolved and its business and affairs wound up, which claims or legal action relate to or arise out of this Agreement, or the performance and completion of the Work, or either of the Prime Contracts, this Agreement shall nevertheless be considered to have remained in full force and effect and the rights and obligations of the Parties with respect to the resolution of such matters shall be determined by this Agreement.

(d) Except as otherwise specifically set forth herein, no Party shall have any right to withdraw or disassociate from the Joint Venture, and any such withdrawal or disassociation will be wrongful and the Party seeking to withdraw or disassociation will be a Defaulting Party.

1.8 Title to Joint Venture Property. Title to all Joint Venture property, including all money, equipment, materials, supplies and other property acquired by the Joint Venture, shall be held in the name of the Joint Venture. No Party shall individually have any ownership interest or rights in the Joint Venture property except, indirectly by virtue of such Party's ownership of an interest in the Joint Venture. No Party shall have any right to seek or obtain a partition of the Joint Venture property, nor shall any Party have the right to demand or receive specific assets of the Joint Venture upon the liquidation of or any distribution from the Joint Venture.

1.9 Party Obligations. Except as otherwise provided herein, each Party agrees to fulfill any obligations of the Prime Contracts that by their nature can only be fulfilled by an individual Party as opposed to the Joint Venture.

ARTICLE 2

2. PROPOSAL AND AWARD.

2.1 Proposal and Award. The Proposal, if made, and the Prime Contracts, if awarded to the Joint Venture, shall be made and entered into in the name of NorthGate Constructors, a Joint Venture. The Prime Contracts, if awarded to the Joint Venture shall be carried out and performed by the Parties in the name of the Joint Venture.

2.2 Withdrawal Prior to Proposal. The Proposal, including the terms of the Prime Contracts, shall be acceptable to each and all of the Parties. If the Proposal is not acceptable to any Party or Parties, they may withdraw from the Joint Venture, which withdrawal will be treated as a disassociation of such Party from the Joint Venture. The withdrawing Party or Parties cannot otherwise participate in proposing to the Owner for the Project without the written consent of all other Parties. The remaining Party or Parties are free to continue the Joint Venture and submit a proposal or dissolve the Joint Venture and submit a proposal in the same name or in a new name. A Party that withdraws prior to the Proposal shall not be entitled to any further participation in the profits, management or otherwise of the Joint Venture.

2.3 Costs and Expenses. Each Party shall individually bear all costs it may incur in securing the award of the Prime Contracts, and no reimbursement of any Proposal and pre-award costs will be made to any Party by any other Party or by the Joint Venture, unless otherwise agreed in writing. If a stipend is provided by the Owner, the Parties will after covering third party expenses and joint venture costs (i.e., geo-tech and utility investigations, ROW reviews, etc.) share the stipend in accordance with their Share of Profits.

2.4 Related Agreements. The Parties shall from time to time execute such bonds and indemnity agreements, including applications therefor, and other documents as may be necessary in connection with the performance and completion of the Work. It is the intent of the Parties that if performance and payment bonds are required by the Prime Contracts, they shall be executed by a surety (or co-sureties) with a surety relationship with each Party. All guarantees, bonds, letters of credit, security or other form of support for the Joint Venture shall, except as provided in Section 2.5, be provided by each Party in proportion to its Share of Losses.

2.5 Financial Assurance.

(a) Kiewit shall provide Zachry with one or more guaranties securing its obligations whenever its Tangible Net Worth is less than an amount determined by multiplying its Share of Losses times the Tangible Net Worth required by the Prime Contracts, as adjusted from time to time for inflation as set out therein (the "**Kiewit TNW Requirement**"). If one or more guarantors is required, the combined Tangible Net Worth of the guarantors and Kiewit must be at least equal to the Kiewit TNW Requirement.

(b) Zachry shall provide Kiewit with one or more guaranties securing its obligations whenever its Tangible Net Worth is less than an amount determined by multiplying its Share of Losses times the Tangible Net Worth required by the Prime Contracts, as asjusted from time to time for inflation as set out therein (the "**Zachry TNW Requirement**"). If one or more guarantors is required, the

combined Tangible Net Worth of the guarantors and Zachry must be at least equal to the Zachry TNW Requirement.

(c) Without limiting the generality of the foregoing, if at any time the combined Tangible Net Worth of Kiewit and Zachry is less than the Tangible Net Worth requirement specified by the Prime Contracts, each Party who is required to post a guaranty under § 2.5(a) or § 2.5(b) above shall also provide TxDOT a guaranty meeting the requirements of the Prime Contracts.

(d) The term "Tangible Net Worth" has the meaning set forth in the Prime Contracts and shall be determined based on audited financial statements for the fiscal year most recently ended.

ARTICLE 3

3. ALLOCATION OF PROFITS, LOSSES AND DISTRIBUTIONS.

3.1 Share of Profits. Except as otherwise provided in Article 7, the interests of the Parties in the Joint Venture and any profits, and their beneficial interest in all property and equipment acquired and all monies received in connection with the performance and completion of the Work ("**Share of Profits**") shall be as follows:

Party	Percentage
Kiewit Texas Construction, L.P.	65
Zachry Construction Corporation	35

3.2 Share of Losses. The interest of the Parties in any losses and liabilities that may result from the performance and completion of the Work ("**Share of Losses**") shall be those percentages as set forth in §3.1. Notwithstanding the foregoing or anything in this Agreement to the contrary, in the event the profits of the Joint Venture are insufficient to fully repay all "Working Capital Loans" (as defined in §7.3(e)) and all interest due thereon, and such monies are not recovered from each "Defaulting Party" (as defined in §7.1) to which such Working Capital Loans have been made, the Parties without Working Capital Loans shall each bear the proportionate share of a Defaulting Party's deficiencies that their Share of Losses bears to the total Share of Losses held by the Parties without Working Capital Loans.

3.3 Reimbursement. If for any reason a Party or its Affiliates sustain any liabilities or is required to pay any losses arising out of or directly connected with the Prime Contracts or performance or completion of the Work, or the execution of any guarantees, surety bonds or indemnity agreements in connection therewith, which are in excess of the Share of Losses of such Party, each of the other Party or Parties shall promptly reimburse such Party or Affiliate the amount of the losses paid and/or liabilities assumed by the Party or its Affiliate that are in excess of such Party's Share of Losses, so that immediately after such reimbursement, each Party (including its Affiliates) will have paid the proportionate share of any such amounts equal to its Share of Losses.

3.4 Indemnification. To further assure the intent of this Article 3, each of the Parties agrees to indemnify all other Parties and their Affiliates against, and to hold all other Parties and their Affiliates harmless from, any and all losses and liabilities arising out of the Prime Contracts or performance and completion of the Work that are in excess of such Party's Share of Losses. The provisions of this §3.4 shall be limited to losses and liabilities that are directly relating to, or arising out of, the Prime Contracts or performance and completion of the Work or the execution of any bonds, guarantees, or indemnity

agreements in connection therewith, and shall not relate to or include any incidental, indirect or consequential losses or liabilities that may be sustained or suffered by a Party or its Affiliates.

3.5 Setoff. Each of the Parties hereto (the "**Exercising Parties**") and the Joint Venture, acting on behalf of the Exercising Parties, shall have the absolute right to set off any and all distributions of profits and/or Joint Venture assets or returns of "Working Capital" (as defined in §6.1), due any other Party (the "**Other Party**") pursuant to this Agreement against all amounts due to the Exercising Parties or any of their Affiliates or subsidiaries by the Other Party or any of its Affiliates or subsidiaries pursuant to this Agreement (including amounts representing a "Working Capital Loan" as defined in §7.3(e)).

3.6 Recoupment. Each of the Parties hereto (the "**Recouping Parties**") and the Joint Venture, acting on behalf of the Recouping Parties, shall have the absolute right to recoup any and all amounts due from a "Defaulting Party" (as defined in §7.1) pursuant to this Agreement from all amounts due the Defaulting Party pursuant to this Agreement.

3.7 Employee Claims.

(a) Notwithstanding any provisions to the contrary contained in this Agreement, Zachry agrees to protect, defend, indemnify and hold the Joint Venture and Kiewit, their respective agents, officers, directors and employees free and harmless from and against any and all claims, losses, cost, demands, suits and causes of action and every other claim or litigation (including all costs thereof and attorney fees) of every kind and character which may be brought against Kiewit or the Joint Venture by any employee of Zachry performing services for the Joint Venture but not actually placed on Joint Venture payroll.

(b) Notwithstanding any provisions to the contrary contained in this Agreement, Kiewit agrees to protect, defend, indemnify and hold the Joint Venture and Zachry, its respective agents, officers, directors and employees free and harmless from and against any and all claims, losses, cost, demands, suits and causes of action and every other claim or litigation (including all costs thereof and attorney fees) of every kind and character which may be brought against each other Party and the Joint Venture by any employee of Kiewit performing services for the Joint Venture, including those employees actually placed on the Joint Venture payroll.

(c) Each Party shall waive and/or require its insurers to waive subrogation against each other Party and the Joint Venture for liability assumed by each of the Parties above.

3.8 Texas Franchise (Margins) Tax. To the extent Kiewit or an Affiliate is required to report the Joint Venture's activities (including Zachry's allocable share of the profits of the Joint Venture) in Kiewit's or a Kiewit Affiliate's Texas Franchise Tax Return, Zachry agrees that it is responsible for payment to Kiewit for Zachry's share of the "Pro-forma Texas Franchise Tax" and other costs, if any, computed for the Joint Venture. For purposes of certainty, a Zachry share shall be calculated in the same manner as Share of Profits in Section 3.1, herein. Pro-Forma Texas Franchise Tax shall be defined as the Texas Franchise Tax computed solely on the activities of the Joint Venture (as if such Joint Venture were considered a separate taxable entity) in accordance with the laws, rules and regulations in effect for the given tax year as interpreted by the Managing Party.

Kiewit shall notify Zachry of Zachry's share of any deemed estimated, extension or return payment amounts required with respect to the Pro-Forma Texas Franchise Tax. Kiewit shall bill the Joint

Venture for the Pro-Forma Texas Franchise Tax. Reimbursement to Kiewit or any refunds of overpayments by Zachry shall be made within 10 days of notice by the Managing Party.

If a governmental authority upon audit, notice or other final determination makes an adjustment that impacts the Pro-Forma Texas Franchise Tax as previously computed, Kiewit shall recompute the Pro-Forma Texas Franchise Tax for the Joint Venture and notify Zachry of any tax due or overpayment in accordance with the above.

The provisions of this section shall survive the liquidation, termination or dissolution of the Joint Venture.

ARTICLE 4

4. POLICY COMMITTEE.

4.1 Establishment. The management of the Joint Venture shall be conducted pursuant to policy established by the Parties acting through a committee ("**Policy Committee**") which is hereby established.

4.2 Representatives. (a) Except as provided in Article 7, each Party shall have an equal vote and voice in the Policy Committee. For such purpose each Party hereby designates the following representatives to exercise such votes:

Party	Representatives
Kiewit	Scott Cassels
Zachry	Jean Abiassi

(b) Except as provided in §4.2(c) below, upon the occurrence of any "Event of Default" (as defined in §7.1), the Defaulting Party's representative on the Policy Committee shall have no right to participate in the affairs of the Joint Venture or vote on the Policy Committee. All acts, consents and decisions with respect to the performance and completion of the Work shall thereafter be taken solely by the remaining Party or Parties.

(c) Subject to the approval of the non-Defaulting Parties, after the occurrence of an Event of Default by a Defaulting Party resulting from a breach of its obligations specified in §6.1, a Defaulting Party's representative(s) on the Policy Committee may once again be entitled to participate in the affairs of the Joint Venture and vote on the Policy Committee, but only after either (i) all of the "Working Capital Loans" (as defined in §7.3(e)) and interest have been paid by the Defaulting Party, or (ii) distributions by the Joint Venture to the non-Defaulting Parties have included repayment of all Working Capital Loans and interest.

4.3 Alternate Representatives. Each Party may, at any time replace its Policy Committee representative and/or may substitute an alternate in place of any of its above-named representatives by serving written notice to all the other Parties. Each Party's representative or alternate representative on the Policy Committee is hereby granted and shall hereafter possess authority to act for such Party on all matters of interest to it with respect to its participation in the Joint Venture.

4.4 Voting. The Policy Committee has the power to make all decisions by majority vote of the representatives appointed by each non-Defaulting Party, and each non-Defaulting Party, through its designated representative, shall possess one (1) vote, subject, however, to the provisions of Section 4.2 and Article 7.[1] In the case of a tie vote, the Managing Party will, subject to the dispute resolution provisions of Article 12, establish the policy or make the decision.

4.5 Powers. The Managing Party (as designated in §5.1) is hereby empowered to have direct charge and supervision of all matters necessary to and connected with the performance and completion of the Work. Notwithstanding, the following decisions shall be made by the Policy Committee and are not delegable to any Party:

(a) To determine the time and place of holding its meetings and to establish the policies of the Joint Venture.

(b) To determine and act upon the various matters, expressly or impliedly contained in other sections of this Agreement, which require decision by the Policy Committee.

(c) To determine and act upon all significant matters of joint interest to the Joint Venture, including, without limitation, (i) the purchase or disposition of any major equipment and (ii) any matter which involves payments or concerns a monetary value in excess of $1,000,000.[2]

(d) To determine insurance coverages and limits meeting the minimum requirements set forth in Exhibit A attached hereto and the Prime Contracts, together with insurance reserves and reserves for other potential liabilities that may result from or arise out of the Project.

(e) To consider claims and disputes of any kind between the Joint Venture and the Owner, subcontractors and/or third parties that involve payments or concern a monetary value in excess of $1,000,000 and to authorize negotiation, arbitration, litigation and/or any other process for their resolution and to authorize the settlement thereof.

(f) To elect the application of the remedies specified in §7.3, §7.4 and §7.5 pursuant to §7.2.

(g) To establish the exchange rental rates or sales values of any property between the Joint Venture and any Party or Affiliate of any Party.

(h) To establish the valuation of distributions of Joint Venture property to any Party or Affiliate of any Party.

(i) To approve or adopt Joint Venture budgets, and any material amendments or modifications thereto.

(j) To establish the general policy of the Joint Venture regarding the procurement of bonds and guarantees, and the authority required for withdrawals from the Joint Venture's accounts.

(k) To cause the Joint Venture to borrow money, or the creation of any liens, security interests, mortgages, or other encumbrances upon the assets of the Joint Venture.

(l) To determine whether to extend any loan from the Joint Venture to any Party or Affiliate of any Party, not including Working Capital Loans as defined in §7.3(e).

4.6 Meetings. The Policy Committee shall generally perform its duties at regularly scheduled meetings, to be conducted quarterly, at which all designated representatives of the Parties are present. Where circumstances warrant, telephonic communication between all Party representatives or their alternates is authorized.

4.7 Costs and Expenses. Except as otherwise provided in the Additional Provisions of this Agreement, the salaries and expenses of each representative on the Policy Committee shall be borne by the Party whom the representative has been designated to represent, and shall not constitute an expense of the Joint Venture.

ARTICLE 5

5. RIGHTS AND DUTIES OF THE PARTNERS; DELEGATION OF AUTHORITY.

5.1 Managing Party. Kiewit Texas Construction, L.P. is hereby designated as the Managing Party. Kiewit shall serve as the Managing Party until such time as it no longer has a "Share of Profits" interest in the Joint Venture, it resigns, or it becomes a Defaulting Member, upon which occurrence it shall automatically cease to be the Managing Party. If there is a vacancy in the position of the Managing Party, a new Managing Party will be selected by the Policy Committee.[3] The Managing Party shall appoint an individual to act as the project manager for the Joint Venture (together with its successors pursuant to this Section, the "**Project Manager**").

(a) The Managing Party and at the request or direction from the Policy Committee, will endeavor to facilitate procurement of necessary supplies, equipment and materials by the Joint Venture, making available to the Joint Venture, where possible, any applicable base discount rates then available to the Managing Party under any corporate purchasing program, excluding any volume or similar rebates that may be due the Managing Party as part of its own purchasing program.

5.2 Delegation of Authority. Any delegation of authority to any Party or individual or individuals may be revoked by the Policy Committee; provided, however, that if the authority of the individual serving as Project Manager is revoked, the Managing Party shall have the right and obligation to appoint another individual to serve in that capacity.

5.3 Authority to Bind. No Party or individual shall have authority to act for or bind the Joint Venture or the other Parties except in connection with the performance and completion of the Work, and then only pursuant to authority delegated according to the provisions of this Agreement.

5.4 Tax Matters Partner. For federal income tax purposes, the Managing Party shall be deemed the tax matters partner. For income tax purposes, notwithstanding any other provision of this Agreement, the tax matters partner shall determine the allocation of items of taxable income, losses, and other relevant items in compliance with applicable tax laws consistent with the economic arrangements of the Parties. Without first obtaining the consent of the applicable Party, the tax matters partner will not, with respect to any proposed adjustment of a Joint Venture item which materially and adversely affects

such Party, (a) enter into a settlement agreement which purports to bind Parties other than the tax matters partner (including without limitation any stipulation consenting to an entry of decision by the Tax Court), or (b) enter into an agreement or stipulation extending the statute of limitations. The tax matters partner will keep each Party advised of all material developments with respect to any proposed adjustment which comes to its attention, including without limitation, the scheduling of all conferences and substantive telephone calls with the IRS. Each Party will be entitled at its own expense to attend all meetings with the IRS and to review in advance any material written information to be submitted to the IRS. The Parties acknowledge that Kiewit elected to be classified as a corporation by filing Form 8832 dated August 25, 2000 and is not eligible to make an S corp election. The Parties acknowledge that the Joint Venture would be subjected to the unified audit and litigation procedures of IRC §6221 through IRC §6234 only if an election is signed by all Parties.

ARTICLE 6

6. WORKING CAPITAL REQUIREMENTS.

6.1 Determination of Amounts. The Policy Committee shall determine the amount of capital required to carry out the performance and completion of the Work and to pay for any losses or liabilities resulting therefrom, said amount herein referred to as "**Working Capital**." Upon such determination, each Party shall contribute the percentage of such Working Capital that is equal to its Share of Losses whenever requested to do so by the Policy Committee. Such contribution shall be made within ten (10) days after request therefor. The Working Capital contributed by a non-Defaulting Party to the Joint Venture shall include any Working Capital Loans deemed made by such non-Defaulting Party pursuant to §7.3(e).

ARTICLE 7

7. EVENTS OF DEFAULT; ELECTION OF REMEDIES; REMEDIES.

7.1 Events of Default. Each of the following will constitute an event of default (each, an "**Event of Default**") by a Party (the "**Defaulting Party**"):

(a) Any material breach of the Party's obligations under this Agreement, including, but not limited to:

(i) a Party's failure to promptly contribute its required amount of Working Capital in accordance with the Agreement,

(ii) a Party's attempted assignment, transfer and/or delegation (whether or not such attempt is held valid and binding) of all or any portion of its rights or obligations under this Agreement or the Prime Contracts in contravention of the requirements of §1.5 or §13.4; or

(iii) the inability of a Party to obtain the signature of its surety on all bonds required of the Joint Venture for the Project.

(b) Any post-Proposal act of withdrawal or disassociation of a Party without the consent of the other Parties.

(c) The following insolvency Events of Default (each, an "**Insolvency Event of Default**"):

(i) a Party's voluntarily filing of a petition or commencing other proceedings seeking reorganization, liquidation, arrangement or other similar relief under any federal or state law relating to bankruptcy or insolvency;

(ii) a Party's seeking, consenting to or acquiescing in the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official for itself or for a substantial part of its property;

(iii) a Party's making of an assignment for the benefit of creditors;

(iv) a Party's being adjudged a bankrupt or insolvent, or inability to pay its debts generally as they become due;

(v) a Party's consent to the commencement or continuation of bankruptcy, reorganization, liquidation, insolvency or similar proceedings against it or a Party's filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Party in any proceeding of this nature; or

(vi) a Party's failure, within ninety (90) days after commencement, to have dismissed any proceeding against it seeking reorganization, liquidation, dissolution or similar relief under any statute, law or regulation, or failing within ninety (90) days after the appointment without the Party's consent or acquiescence, to have vacated or stayed the appointment of a trustee, receiver or liquidator of the Party or all or any substantial part of the Party's properties, or failing, within ninety (90) days after the expiration of any stay, to have the appointment vacated.

(d) Any material misrepresentation of a Party's financial position presented to the Parties in conjunction with the formation of this Agreement.

The occurrence of an Insolvency Event of Default shall be an act of wrongful withdrawal and disassociation from the Joint Venture on the part of the Defaulting Party. It shall not cause the Joint Venture to terminate, dissolve, wind-up, liquidate or be the subject of any other similar events or proceedings except as otherwise allowed. The Joint Venture may continue in existence even in the event of one remaining non-Defaulting Party.

7.2 Election of Remedies. Upon any Event of Default, the Policy Committee may elect the remedies outlined in §7.3, §7.4, §7.5, as applicable, or any other remedy allowed by law. The remedies of the Parties set forth herein with respect to an Event of Default are in addition to, and not in derogation of, any other rights or remedies which any Party may otherwise have at law or equity. In addition, the election of one or more of the remedies specified above with respect to any Event of Default shall not preclude the election of the same or a different remedy upon the occurrence of a subsequent Event of Default. In the event that for any reason any of the remedies outlined in this Article 7 are not enforced, the other remedies and any remedy allowed by law, to the extent applicable, shall be available.

7.3 Remedies for Failure to Contribute. If a Defaulting Party fails to contribute its share of Working Capital as specified in §6.1, the Policy Committee may elect the following remedy upon notice to the Defaulting Party:

(a) A Defaulting Party's Share of Profits shall be decreased, and the other Parties' Share of Profits shall be increased proportionately, so that the respective interests of the Parties in the Joint Venture profits shall be in the same proportion as their Working Capital actually contributed.

(b) A Defaulting Party's share in Joint Venture losses shall in all events remain the same as the Defaulting Party's Share of Losses, and nothing contained in this Agreement nor any events hereafter occurring shall under any circumstances reduce a Defaulting Party's Share of Losses.

(c) The non-Defaulting Parties may mutually agree as to the amount of Working Capital that each will contribute to make whole the deficiency created by a Defaulting Party; provided that in the event the non-Defaulting Parties are unable to so agree, such amount shall be treated as a request for Working Capital by the Policy Committee and each non-Defaulting Party shall contribute a portion of such amount in the same ratio as their Share of Profits relates to the total Share of Profits of the non-Defaulting Parties. Failure to make such payment shall constitute an Event of Default.

(d) Reduction in a Defaulting Party's Share of Profits and increases in the Share of Profits of the other Parties shall be calculated as of the time of each Event of Default. The Defaulting Party's Share of Profits will not be reinstated under any circumstance.

(e) Any contributions made by the non-Defaulting Parties to the Joint Venture to make whole the deficiency created by the Defaulting Party shall be deemed a loan made by the non-Defaulting Parties to the Defaulting Party ("**Working Capital Loan(s)**"), which loan shall at all times from and after the date such Working Capital Loan is made be immediately due and shall be payable on demand by the non-Defaulting Party and bear interest, compounded daily, at an annual rate of three percent (3%) above the prime rate of interest published from time to time in the Money Rates Section of *The Wall Street Journal* (but not to exceed the maximum rate of interest allowed by law). Interest shall be payable to the Joint Venture for the account of the non-Defaulting Parties. Upon the making of a Working Capital Loan the right of the Defaulting Party or any of its Affiliates or subsidiaries to profits and return of Working Capital or to other distributions from the Joint Venture shall be deemed assigned to the non-Defaulting Parties in an amount equal to the sum of such Working Capital Loans made to the Defaulting Party and any of its Affiliates and subsidiaries by the non-Defaulting Parties, including accrued interest, at the rate set forth above in this § 7.3(e), until the Working Capital Loan(s) and accrued interest are fully repaid. If *The Wall Street Journal* ceases to publish a prime rate of interest, then the Working Capital Loan(s) bear interest, compounded daily, at an annual rate of three percent (3%) above the prime rate of interest announced from time to time by a national banking association selected by the Policy Committee.

(f) Any unpaid Working Capital Loans, including all interest thereon, shall be deducted from any distributions due a Defaulting Party and, if upon final settlement of the Joint Venture accounts, such amounts otherwise due a Defaulting Party are insufficient to meet such deduction, a Defaulting Party shall, on written demand of the non-Defaulting Parties, pay such deficiency to the Joint Venture for the account of the non-Defaulting Parties. The non-Defaulting Parties shall be entitled to receive the greater of the interest above described upon the Working Capital Loan or the amount by which they received additional profit due to the increase in their Share of Profits, as described in §7.3(a) above, but not both.

(g) Any distributions of Working Capital, Joint Venture assets and/or profits otherwise distributable to a Defaulting Party shall first be applied to the payment of the interest due the non-Defaulting Parties, then to the payment of the Working Capital Loans to the accounts of the non-Defaulting Parties who made such Working Capital Loans, then to the non-Defaulting Parties for their

Working Capital contributed at or subsequent to the Event of Default by the Defaulting Party, before any distributions of Working Capital, Joint Venture assets and/or profits are made to the Defaulting Party.

(h) A Defaulting Party shall have no right, title or interest in any Working Capital, assets or profits until such time as all payments to the non-Defaulting Parties or to the Joint Venture for distribution to the non-Defaulting Parties is made, as provided in §7.3(g).

(i) Notwithstanding any provision in this Agreement to the contrary, the Parties making Working Capital Loans may, at any time, bring suit in a court of competent jurisdiction against the Defaulting Party for payment of the Working Capital Loans and any interest due thereon and shall, in addition, be entitled to recover reasonable attorney fees and such other relief that may be granted by the court.

7.4 Purchase of Defaulting Party's Interest. The Policy Committee may, upon the providing of written notice to the Defaulting Party, elect the following remedy upon an Event of Default:

(a) The Defaulting Party shall cease to have any interest in or rights with respect of the Joint Venture and this Agreement, other than the rights provided for by §7.4(b) and the obligations provided for by §7.4(c) hereof. This Agreement shall continue in full force and effect as among all remaining non-Defaulting Parties; and to the extent that there is only one remaining non-Defaulting Party, this Agreement shall continue to govern the business and affairs of the Joint Venture and the remaining Party's rights, obligations and powers as to the Joint Venture.

(b) Within sixty (60) days from the date of written notice by the Policy Committee of the election of the remedy of this §7.4, the Policy Committee shall prepare a detailed cost report as of the date of the Event of Default. The cost report will be used to determine the job profit/(loss) earned or incurred at the date of the Event of Default. The purchase price shall be the Defaulting Party's Share of Profit in such earned profit, if any, adjusted to reflect any unpaid amounts owed by the Defaulting Party to the other Parties or to the Joint Venture. In all cases where an Event of Default occurs prior to submission of the Proposal, the purchase price of the Defaulting Party's interest will be $0. Each of the non-Defaulting Parties shall purchase a portion of the Defaulting Party's interest in the Joint Venture that is in the same ratio that the non-Defaulting Party's Share of Profit bears to the total Share of Profit held by the non-Defaulting Parties. In no event will any payment be made for anticipated or unearned profits of the Joint Venture. Failure to make such purchase by a non-Defaulting Party shall constitute an Event of Default as if such Party had failed to contribute its share of Working Capital.

(c) The Defaulting Party shall be charged with, and shall remain liable for, any and all losses that may be suffered by the Joint Venture, or any additions or supplements thereto or modifications thereof, to the full extent of the Defaulting Party's Share of Losses, Working Capital Loans and any interest due to the non-Defaulting Parties to the full extent of the provisions set forth in §7.3 above. Such liability shall cease, however, upon purchase of the Defaulting Party's interest as provided in this §7.4.

7.5 Other Remedies. The Policy Committee may elect to terminate and dissolve the Joint Venture and wind up its business and affairs, and the Defaulting Party shall be charged with, and shall continue to be liable for, any and all losses that may be suffered by the Joint Venture under the Prime Contracts, or any additions or supplements thereto or modifications thereof, to the full extent of the Defaulting Party's Share of Losses and any Working Capital Loans and any interest due to the non-Defaulting Parties to the full extent of the provisions set forth in §7.3 above. The Defaulting Party will have no right to distribution of any profits or assets of the Joint Venture.

ARTICLE 8

8.1 Pledge of Assets. Except as contemplated by §7.3, neither Party shall create, incur, assume or suffer to exist any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever upon its interest in the Joint Venture.

ARTICLE 9

9. JOINT VENTURE BANK ACCOUNTS.

9.1 Establishment of Bank Account. All contributions of Working Capital made by the Parties, all Working Capital Loans, and all other funds received by the Joint Venture in connection with the performance and completion of the Work (collectively the "**Working Capital Funds**") shall, subject to §9.3, be deposited in an account or accounts in such bank or banks as the Policy Committee may designate which shall be separate from any bank accounts maintained by any Party.

9.2 Withdrawals. Subject to §11.1, withdrawals of Working Capital Funds may be made in such form and by such persons as the Policy Committee may from time to time designate. All persons authorized to draw against the funds of the Joint Venture shall be bonded in such company or companies and in such amounts as the Parties may mutually determine.

9.3 Permissible Investments. The Parties agree that any Working Capital Funds may only be invested in the investments listed below, unless otherwise determined by the Policy Committee, which investments will be held in separate accounts in the name of the Joint Venture:

(i) Institutional Money Market Fund (taxable or tax exempt)
(ii) Western Asset Private Liquidity Fund, LLC

9.4 Financial Reporting. The Managing Partner shall provide monthly operations cost reports and quarterly Joint Venture financial reports to each partner. Such reporting shall include standard project accounting data and such other information, if any, as is requested by the Management Committee.

9.5 Delegation. Any delegation of authority under this Article 9 shall be as provided in Article 5.

ARTICLE 10

10. ACCOUNTING AND AUDITING.

10.1 Books. Separate books of account, maintained in accordance with accounting principles generally accepted in the United States, shall be kept by the Managing Party of the transactions of the Joint Venture. A Party to this Joint Venture may inspect such books at any reasonable time.

10.2 Reports. The Managing Party shall prepare and deliver to each Party, 1) within 25 days after the end of each calendar month, and 2) within 30 days after the end of each fiscal year, a profit and loss statement, a statement of cash flows, a balance sheet, a statement of Joint Venture capital, a projection of end of job financial results and Kiewit's normal, internal job cost report. Additionally, the Managing Party shall prepare and deliver to each Party 1) on or before the 1st day of the 3rd month after each fiscal year, a projection of taxable income attributable to each Party, and 2) on or before the 15th day of the 7th month after each fiscal year, such state and federal income tax returns and such other accounting, tax information and schedules as are required by the Parties for the timely and accurate completion of their tax returns. The timeframe for providing such tax information may be modified by mutual agreement of the Parties.

10.3 External Audits. Periodic external audits shall be made of such books at such times and by such persons as the Parties may direct or upon the written request of a Party and copies of the audit reports shall be furnished to each of the Parties. External audits must be requested at least 90 days prior to the end of each fiscal year in order to allow for the appropriate coordination. The cost of the external audits shall be borne by the requesting Party(ies) and shall not be an expense of the Joint Venture.

10.4 Final External Audit. Upon completion of the Work, a final external audit shall be made upon the written request of a Party and copies of such audit report shall be furnished to each of the Parties. The cost of the external audits shall be borne by the requesting Party(ies) and shall not be an expense of the Joint Venture.

10.5 Internal Audits. Any Party may request that its internal auditors be able to audit the books of the Joint Venture. At least 10 days prior notice of an internal audit must be provided to all Parties. When an internal audit has been requested, any Party may provide internal auditors to participate in the audit. Copies of the audit reports shall be furnished to each of the Parties. Each Party shall individually bear all costs it may incur in connection with any internal audit, and no cost of any internal audit shall be an expense of the Joint Venture.

10.6 Management Fee. The Managing Party shall receive a Management Fee of 1.25% of cost, as reflected in the cost report, paid on a monthly basis. The Management Fee shall be considered compensation for the added expenses incurred by the Managing Party in performing its duties, and shall be considered an expense of the Joint Venture.

ARTICLE 11

11. DISTRIBUTION OF ASSETS.

11.1 Distributions. The Policy Committee may determine from time to time during the course of this Agreement that some of the Joint Venture assets may be distributed to the Parties in accordance with their Share of Profits, provided that all such decisions shall require the unanimous consent of the representatives on the Policy Committee and will not be subject to the tie-breaking authority of the Managing Party under §4.4 above. The Parties agree that all distributions will be treated as advances pursuant to Treasury Regulation Section 1.731-1(a)(1)(ii). To the extent, if any, that such advance exceeds the recipient's tax-basis in the Joint Venture determined at the end of the Joint Venture tax year, such recipient shall repay such excess to the Joint Venture within 5 days of its receipt of written notification from the Managing Party. Any advance shall be interest free; however, any amount not

repaid within such 5 day period shall be evidenced by a written note and shall bear interest at the applicable federal short term rate as set forth in IRC §6621.

11.2 Loans. The Joint Venture will not make any loans to any Party to the Joint Venture or any of its Affiliates.

11.3 Completion of Prime Contracts. Upon the completion of the Work, including the resolution of all known claims and other liabilities of the Joint Venture, the remaining assets of the Joint Venture, including all monies, and the profits or losses accrued in the performance of the Work shall be divided in accordance with the Parties' Share of Profits. The interest of the Parties in any losses and liabilities that result from the performance and completion of the Work shall be divided among the Parties in accordance with the Parties' Share of Losses.

ARTICLE 12

12. DISPUTES.

12.1 General. In the event of any dispute between the Parties, they shall exhaust every effort to settle or dispose of the same, including intervention by the respective management of the Parties. Should any dispute between the Parties affect or threaten the orderly or timely progress of the Work, the Parties shall proceed diligently with the Work as directed by the Managing Party in writing. In no event shall any dispute be allowed to delay the Work.

12.2 Policy Committee. Any Party (the "**Disputing Party**") may request that a dispute be presented to the Policy Committee by providing written notice of such dispute to each of the other Parties. The decision of the Policy Committee regarding such dispute shall be final and binding unless the Disputing Party provides written notice to each of the other Parties of its intent to resolve the dispute pursuant to §12.3 and §12.4. Such notice must be provided no later than (a) thirty (30) days after receipt of the decision of the Policy Committee or (b) sixty (60) days after written notice of the dispute is first provided by the Disputing Party if the Policy Committee has failed to issue a decision within such period of time.

12.3 In the event of any dispute whatsoever between the Parties, they shall exhaust every reasonable, good faith effort, in the spirit of partnering, to reach a resolution through negotiation. Each Party shall cooperate and accommodate all reasonable requests for negotiations and supporting information. Such negotiations shall include the following:

(a) The Policy Committee representative and the Senior Vice President or Chief Executive Officer of each Party shall meet to review the dispute and make every reasonable and good faith attempt to resolve the dispute. If the dispute is not resolved within 20 days of the date the Disputing Party provides notice under §12.2 of its intent to resolve the dispute pursuant to §12.3 and §12.4, the Disputing Party may refer the dispute to mediation pursuant to §12.3(b).

(b) Either Party may have the dispute submitted to non-binding mediation pursuant to the current rules for mediation of the American Arbitration Association Construction Industry Rules.

If (i) the mediation hearing has been held and the dispute has not been resolved, or (ii) the mediation has not been held within thirty (30) days of the dispute being referred to mediation, either Party may submit the dispute to arbitration in accordance with §12.4 for binding resolution.

12.4 Arbitration. Any dispute perfected as provided for in §12.3, or any controversy or claim arising out of or relating to this Agreement or the breach thereof, except as specifically provided elsewhere in this Agreement, which is not adjusted or disposed of by mutual agreement of the Parties, shall be settled by arbitration under the current rules of the American Arbitration Association Construction Industry Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such decision shall be final and binding on the Joint Venture and on all Parties. The arbitration proceedings shall be filed in the Regional Office of the American Arbitration Association located nearest to the Project.

ARTICLE 13

13. MISCELLANEOUS.

13.1 Unenforceability. In the event that any part, term or provision of this Agreement is determined by a court of competent jurisdiction to be unlawful or unenforceable, the validity and enforceability of the remaining portions or provisions shall not be affected thereby.

13.2 Illegal Conduct. Each Party, through its execution of this Agreement, hereby individually certifies and attests to the other Party or Parties, and shall certify and attest to the Owner, if required, that neither it nor any of its members, shareholders, Affiliates, or employees has participated in any antitrust activities or any other illegal anticompetitive activity with respect to the proposal process and/or the obtaining the Prime Contracts for which purpose this Joint Venture is being formed.

13.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and is subject to no other oral or written proposals, agreements or understandings whatsoever, and can only be supplemented or amended by a written document subscribed by the Parties.

13.4 Assignment. Each Party acknowledges and declares that based on §1.3 and §1.4 hereof, the interests and rights of a Party in this Agreement, the Prime Contracts and as a member of this Joint Venture, shall not be transferable, assignable or delegable, except that (i) a Party may assign its share in any money to be received by it from the Joint Venture for the purpose of obtaining a loan or loans from any bank or other lending agency, and (ii) as otherwise provided in §1.5. Any such assignment, pledge, hypothecation or other collateralization of the proceeds or receivables of a Party to this Joint Venture shall be subordinate to any claims, offsets, adjustments and/or repayment of Working Capital Loans and interest to the nonassigning Party or Parties and the security interest granted in §8.1 hereof. Each Party acknowledges and declares that this §13.4 served as a material inducement of each Party's consent to enter into this Agreement, absent of which this Agreement would not have been entered into. Reference to a person or entity in this Agreement includes the person or entity and its successors and permitted assigns.

13.5 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

13.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and each of which shall constitute one and the same Agreement. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties. The exchange of signed copies of this Agreement and signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in

lieu of the original of this Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be the original signatures for all purposes.

13.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas as to all matters, including validity, construction, effect, performance and remedies, except as to its conflict of law rules.

13.8 Non Waiver Language. The failure of a Party at any time to insist on strict performance or to not avail itself of any available rights under this Agreement does not constitute a waiver of those rights.

ARTICLE 14

14. ADDITIONAL PROVISIONS.

14.1 Additional Provisions. The provisions, if any, listed on Exhibit B attached hereto ("Additional Provisions") are hereby incorporated into and made an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers or agents effective the day and year first above written.

By _____, EVP	By _____ President
Witness: _____	Witness: _____, Secretary

EXHIBIT A

INSURANCE PROGRAM

1. Workers' Compensation in accordance with statutory requirements and Employer's Liability insurance with limits of not less than $1,000,000 for each accident. The "loss limit" (deductible) under such policy shall not exceed $1,000,000 each accident.

2. Commercial General Liability insurance with a $1,000,000 combined single limit for any one occurrence, with a $5,000,000 general aggregate. The deductible under such policy shall not exceed $1,000,000 each occurrence.

3. Automobile Liability insurance on any automobile with a $2,000,000 combined single limit for any one accident. The deductible under such policy shall not exceed $1,000,000 each occurrence.

4. Excess Liability insurance with a limit of $50,000,000 each occurrence and aggregate. Excess coverage is to be provided under the Managing Party's blanket excess liability insurance program and shall be excess of the primary commercial general liability and automobile liability policies referenced above.

5. Contractor's Equipment insurance covering all owned, rented and leased equipment. The deductible shall not exceed $100,000 each claim.

6. If agreed, "All-Risk" Builders' Risk insurance covering loss or damage to the Project. Such policy shall be in an amount equal to the full constructed value of the Project or such other amount as agreed by the Parties and shall be maintained until final acceptance of the Project.

7. As appropriate, Ocean Cargo and/or Hull & Machinery insurance covering permanent materials or barges involved in ocean going shipments.

8. Any other such insurance as required by contract or as agreed to by the Parties.

9. Commercial General Liability and Excess Liability coverage in the name of the Joint Venture will include an extension of products and completed operations coverage for two (2) years beyond final acceptance of the work by the Owner.

10. The above insurance coverage shall include the Joint Venture as the named insured and, except workers' compensation insurance, the individual Parties and the employees of the Parties as insureds or additional insured where appropriate with a waiver of subrogation in favor of such insureds. Each workers' compensation policy covering employees placed on the joint venture payroll shall include a waiver of subrogation in favor of the Joint Venture and all Parties. The above insurance shall be primary over any insurance maintained by the Parties or their Affiliates, and the insurance maintained by the Parties and their Affiliates shall be non-contributory.

11. Deductibles and/or self-insured retentions, if any, under the policies referenced in paragraphs 1, 2, 3, 5, 6, 7 and 8 above, arranged in the name of the Joint Venture shall be borne by the Joint Venture.

12. Any self-insured retention or deductible under any Workers' Compensation, General Liability or Automobile Liability policies provided by a Party that covers its Party's employees assigned to the project, but not placed on a Joint Venture payroll, shall be borne by each respective Party and shall not

become a cost to the Joint Venture. Each respective Party's workers' compensation policy covering employees assigned to the Project, but not placed on a joint venture payroll, shall include a waiver of subrogation in favor of the Joint Venture and the other Party.

EXHIBIT B

ADDITIONAL PROVISIONS

1. SALARY AND BENEFIT TIME POLICIES.

1.1 Salaried Personnel on Joint Venture Payroll. Salaried personnel of the following Parties will be placed on the Joint Venture payroll: Kiewit Texas, Construction, L.P. Such personnel ("**Joint Venture Salaried Personnel**") will be placed on the Joint Venture payroll at the same pay level as they hold at the time of transfer, subject to cost of living adjustments as may be established by or approved by the Policy Committee. Joint Venture Salaried Personnel will be paid on a weekly basis.

(a) Joint Venture Salaried Personnel shall accrue sick and vacation time on the Joint Venture payroll in accordance with the company policies of their respective Party. However, the Joint Venture is responsible only to pay for sick and vacation time taken to the extent that such time was earned while on the Joint Venture payroll (i.e., unused sick and vacation time cannot be "brought" to the Joint Venture by an employee). When a salaried employee of the Joint Venture is taken off the Project, if the employee has unused vacation time accrued during the employee's assignment on the Project, the Joint Venture will pay the employee's respective Party for that unused time. The Joint Venture will not make payment to the employee's respective Party for any unused sick time.

(b) Joint Venture Salaried Personnel will be paid for holidays in accordance with policies established by the Policy Committee.

1.2 Hourly Personnel on Joint Venture Payroll. Hourly personnel of the Joint Venture will be paid in accordance with policies established by the Policy Committee, including policies for holidays, sick leave and vacation time.

1.3 Personnel Not on Joint Venture Payroll. Personnel of the following Parties will not be placed on the Joint Venture payroll: Zachry. Salary and benefit time policies for such personnel ("**Charged Personnel**") shall be as set forth in §1.3(a), (b) and (c) below.

(a) On-site Charged Personnel. For Charged Personnel working directly on the Project at the Project office or on the Project site, payroll costs of the Parties shall be billed to the Joint Venture on the basis of direct salary times a multiplier of 1.45 to account for applicable payroll taxes, workers' compensation insurance, company-paid medical, dental, life and disability insurance benefits, and benefit time (holiday, sick, and vacation time), but not including incentive pay, pension or profit sharing plan contributions, or off-job overhead. Such on-site Charged Personnel will charge time to the Project only for hours worked directly on the Project. Holidays will be taken by on-site Charged Personnel in accordance with policies established by the Policy Committee. On-site Charged Personnel will take time off for sickness and vacation in accordance with the company policies of their respective Party.

(b) Off-site Charged Personnel. For Charged Personnel working directly on the Project but not at the Project office or on the Project site, payroll costs of the Parties shall be billed to the Joint Venture on the basis direct salary times a multiplier of 1.45 to account for applicable payroll taxes, workers' compensation insurance, company-paid medical, dental, life and disability insurance benefits, benefit time (holiday, sick, and vacation time), and an allowance for office facilities (e.g., rent, utilities, furniture and equipment), but not including incentive pay, pension or profit sharing plan contributions, or off-job overhead. Travel and per diem expenses for such off-site Charged Personnel on Project business shall be billed to the Joint Venture at invoice cost.

(c) Overtime. If overtime is paid to Charged Personnel working on the Project, adjusted (lower) salary multipliers will be used to calculate overtime charges to the Joint Venture to reflect the lower overhead associated with overtime labor.

1.4 Non-chargeable Personnel. Executive management, Policy Committee representatives, and other off-site management and administrative personnel of the Parties are not chargeable to the Joint Venture, including their travel and per diem expenses.

2. RELOCATION COSTS.

2.1 Relocation costs of the Parties for their employees working at the Project office or at the Project site shall be billed to the Joint Venture in accordance with policies established by the Policy Committee.

Kiewit Texas Construction L.P.
Partnership Agreement
and Certificate of Partnership

FILED
In the Office of the
Secretary of State of Texas

MAR 29 2006

Corporations Section

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
GILBERT TEXAS CONSTRUCTION, L.P.

Pursuant to the provisions of Section 2.02 of the Texas Revised Limited Partnership Act, the undersigned limited partnership desires to amend its Certificate of Limited Partnership and for that purpose submits the following Certificate of Amendment.

1. The name of the limited partnership is Gilbert Texas Construction, L.P.

2. Paragraph 1. of the Certificate of Limited Partnership shall be amended as follows:

"1. The name of the limited partnership is: Kiewit Texas Construction L.P.".

3. Paragraph 4. of the Certificate of Limited Partnership shall be amended as follows:

"4. The name, mailing address and the street address of the business of the sole General Partner is as follows:

Kiewit Texas Co., Kiewit Plaza, Omaha, Nebraska 68131."

Dated: March 29, 2006.

GILBERT TEXAS CONSTRUCTION, L.P.
By: KIEWIT TEXAS CO., Sole General Partner

By: _____
Tobin A. Schropp, Vice President

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Kiewit Texas Construction L.P.
13653710

[formerly: GILBERT TEXAS CONSTRUCTION, L.P.]

The undersigned, as Secretary of State of Texas, hereby certifies that an amendment to the certificate of limited partnership or the application for registration as a foreign limited partnership for the above named limited partnership has been received in this office and filed as provided by law on the date shown below.

Accordingly, the undersigned, as Secretary of State hereby issues this Certificate evidencing the filing in this office.

Dated: 03/29/2006
Effective: 03/29/2006

Roger Williams
Secretary of State

CERTIFICATE OF LIMITED PARTNERSHIP
OF
GILBERT TEXAS CONSTRUCTION, L.P.

1. The name of the limited partnership is: Gilbert Texas Construction, L.P.

2. The address of the registered office and the name and address of the registered agent for service of process is as follows:

Address: 350 N. St. Paul Street, Dallas, Texas 75201.
Registered Agent: CT Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201.

3. The address of the principal office in the United States where records of the limited partnership are to be kept or made available is as follows:

13119 Old Denton Road, Ft. Worth, Texas 76178.

4. The name, mailing address and the street address of the business of the sole general partner is as follows:

Gilbert Texas Corp., Kiewit Plaza, Omaha, Nebraska 68131.

5. The effective date of the formation of the limited partnership is June 30, 2000.

6. This limited partnership is being organized pursuant to a plan of conversion. The name, address, prior form of organization, date of incorporation and the jurisdiction of incorporation of the converting entity are as follows:

Name And Address	Prior Form of Organization	Date of Incorporation	Jurisdiction of Incorporation
Gilbert Texas Construction Corp. 13119 Old Denton Road Ft. Worth, Texas 76178	Corporation	December 1, 1989	Texas

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership this 23rd day of June, 2000.

GILBERT TEXAS CORP.,
Sole General Partner

By: _____
Name: Keith N. Sasich
Title: President

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

Elton Bomer
Secretary of State

Office of the Secretary of State

ENTITY:

GILBERT TEXAS CONSTRUCTION, L.P.

FILE NUMBER:

136537 – 10

DOCUMENT FILED:

CERTIFICATE OF LIMITED PARTNERSHIP

FILED:	JUNE 27, 2000
EFFECTIVE:	JUNE 30, 2000

This letter will acknowledge the receipt and filing of the above referenced document. The relevant statutory provision does not provide for a certificate of filing for this type of document and, therefore, this letter may be used as evidence of filing.

Corporations Section
Statutory Filings Division
512-463-5581

AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT ("**Amendment**") is made and entered into as of the 29th day of December, 2007, by and between Kiewit Texas Co. (f/k/a Gilbert Texas Corp.), a Delaware corporation ("**KTC**") and Kiewit Frontier Inc., a Delaware corporation ("**KFI**", and together with KTC, the "**Partners**").

PRELIMINARY STATEMENT. The Partners and/or their predecessors or assignors have previously entered into a Limited Partnership Agreement dated June 30, 2000 (the "**Partnership Agreement**"). The Partners desire to amend the Partnership Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, the Partners agree as follows:

1. Section 1.2 of the Partnership Agreement shall be amended in its entirety to read as follows:

> "1.2 Name. The name of the Partnership shall be: Kiewit Texas Construction L.P. The business of the Partnership may be conducted, upon compliance with all applicable laws, under any other name designated in writing by the General Partner. "

2. A new Section 1.6 shall be added to the Partnership Agreement effective for the Partnership's 2007 fiscal year as follows:

> "1.6 Fiscal Year. The fiscal year of the Partnership shall end on the last Saturday of December of each year."

3. A new Section 6.4 shall be added to the Partnership Agreement as follows:

> "6.4 Merger. The Partnership may merge or consolidate with or into one or more business entities, formed or organized under the laws of the State of Texas or any other state, pursuant to an agreement or plan of merger or consolidation. Such merger or consolidation shall be approved by all of the Limited Partners and General Partners of the Partnership. Such merger or consolidation shall also be approved by the other parties to such merger or consolidation in accordance with the laws of their state of incorporation or organization and their governing documents."

4. Unless otherwise specified, capitalized terms used herein shall have the meanings specified in the Partnership Agreement.

5. Any other changes or modifications to the Partnership Agreement necessary to conform the Partnership Agreement to this Amendment are hereby deemed to be made. In all other respects, not inconsistent with this Amendment, the terms of the Partnership Agreement, not specifically or by necessary implication amended or modified hereby, shall be and remain in full force and effect as modified hereby and the Partners specifically reaffirm all such other terms of the Partnership Agreement.

IN WITNESS WHEREOF, the Partners have caused this Amendment to be duly executed as of the date first above written.

KIEWIT TEXAS CO.

By: _____
Tobin A. Schropp, Vice President

KIEWIT FRONTIER INC.

By: Bruce A. Clawson
Bruce A. Clawson, President

LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT ("Agreement") is made and entered into as of the 30th day of June, 2000, by and between GILBERT TEXAS CORP., a Delaware corporation ("Gilbert"), and GILBERT FRONTIER, INC., a Delaware corporation ("Gilbert Frontier," and together with Gilbert, individually a "Partner" or collectively the "Partners").

PRELIMINARY STATEMENT. Gilbert Texas Construction Corp. ("Gilbert Texas") is a Texas corporation, incorporated on December 1, 1989, and was at all times since its inception, and currently is, in good standing in the State of Texas. Pursuant to provisions of the Texas Business Corporation Act, a domestic corporation may elect to convert to a limited partnership. The Shareholders of Gilbert Texas, in the manner prescribed by Article 5.03 of the Texas Business Corporation Act, have approved the Plan of Conversion of Gilbert Texas to convert itself into a Texas limited partnership pursuant to the provisions of the Texas Revised Limited Partnership Act. Said conversion is to become effective June 30, 2000.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners hereby agree as follows:

ARTICLE 1

1.0 FORMATION OF LIMITED PARTNERSHIP.

1.1 Formation. The Partners hereby form a limited partnership (the "Partnership") pursuant to the provisions of the Texas Revised Limited Partnership Act (the "Act"), and the rights and liabilities of the Partners shall be as provided in the Act, except as otherwise provided herein. Gilbert shall constitute the general partner of the Partnership (the "General Partner") and Gilbert Frontier shall constitute the limited partner of the Partnership (the "Limited Partner").

1.2 Name. The name of the Partnership shall be: Gilbert Texas Construction, L.P. The business of the Partnership may be conducted, upon compliance with all applicable laws, under any other name designated in writing by the General Partner.

1.3 Principal Place of Business. The location of the Partnership's principal place of business shall be at such place as the General Partner may from time to time designate. The Partnership may maintain such other offices at such other places within or without of the State of Texas as the General Partner deems advisable.

1.4 Purpose. The purpose of the Partnership shall be to perform any and all business for which a limited partnership may be organized under the Act.

1.5 Term. The term of the Partnership shall be from the date of the Agreement until June 30, 2050, unless sooner terminated by the agreement of the Partners.

1.6 Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

ARTICLE 2

2.0 ALLOCATION OF PROFITS, LOSSES AND DISTRIBUTIONS.

2.1 Profits and Losses. The interests of the Partners in the net income ("profits") or net losses ("losses"), as determined for Federal income tax purposes pursuant to section 703(a) of the Internal Revenue Code of 1986, as amended (the "Code"), that may result from the Partnership, and their interests in all property and equipment acquired and all money received in connection with the Partnership shall be as follows:

Partner	Percentage
Gilbert Texas Corp.	1%
Gilbert Frontier, Inc.	99%

Each percentage figure above shall be referred to hereinafter as the Partner's "Percentage of Participation." In the event that 2.3 applies to limit capital contributions by the Limited Partner, the "Percentage of Participation" and the allocations of profits, losses and distributions shall be adjusted to reflect the Partners' actual contributions.

2.2 Contributions of the General Partner. The initial capital account of the General Partner shall be equal to One Percent (1%) of the capital of the Partnership as of the date of its conversion to a Texas Limited Partnership under the Act. The General Partner shall contribute additional capital to the Partnership (when and only as needed) in an amount equal to its Percentage of Participation until such time as the General Partner and the Limited Partner have made additional capital contributions in the aggregate amount of $6,000,000; thereafter the General Partner shall be responsible for 100% of additional capital requirements.

2.3 Contributions of the Limited Partner. The initial capital account of the Limited Partner shall be equal to Ninety-nine Percent (99%) of the capital of the Partnership as of the date of its conversion to a Texas Limited Partnership under the Act. The Limited Partner shall contribute additional capital to the Partnership in an amount not to exceed its Percentage of Participation multiplied by $6,000,000, at such times as determined by the General Partner.

2.4 Liabilities. The Limited Partner shall have no personal liability whatsoever in its capacity as a Limited Partner for the debts or liabilities of the Partnership or any of its losses beyond the amount, if any, contributed by it to the capital of the Partnership.

2.5 Capital Accounts. A capital account ("Capital Account") shall be maintained for each Partner on a U.S. Federal income tax accounting basis in accordance with Treasury Regulation Section 1.704-1(b). Each Partner's Capital Account shall be properly (a) credited or debited, as the case may be, for all contributions or distributions of cash or property, and (b) adjusted at least annually to reflect each Partner's distributive share of each item of income, gain, expense, loss, deduction and credit of the Partnership, all in accordance with the Treasury Regulations promulgated under Section 704(b) of the Code. In connection with capital contributions or distributions, appropriate adjustments shall be made for liabilities assumed by

the Partnership or secured by contributed or distributed property, as the case may be. In the event any interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

ARTICLE 3

3.0 MANAGEMENT.

3.1 Management Power. The General Partner shall have the exclusive management and control of the business of the Partnership. The General Partner shall have all of the rights and powers of a general partner in a partnership without limited partners formed under the laws of the State of Texas, as provided in the Act and as otherwise provided by law. The Limited Partner shall not take any part in the management of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents or otherwise bind the Partnership.

3.2 Delegation of Authority. Authority to act for and bind the Partnership may from time to time be delegated in writing by the General Partner to any individual or individuals. Any delegation of authority may be revoked by the General Partner.

3.3 Tax Matters Partner. For Federal income tax purposes, the General Partner shall be deemed the "tax matters partner".

ARTICLE 4

4.0 PARTNERSHIP BANK ACCOUNTS.

4.1 Establishment of Bank Account. All contributions of capital made by the Partners and all other funds received by the Partnership shall be deposited in an account or accounts in such bank or banks as the General Partner may designate which shall be separate from any bank accounts now maintained by any Partner.

4.2 Withdrawals. Withdrawals of such funds may be made in such form and by such persons as the General Partner may from time to time delegate. All persons authorized to draw against the funds of the Partnership shall be bonded in such company or companies and in such amounts as the General Partner may determine.

ARTICLE 5

5.0 DISTRIBUTION OF ASSETS.

5.1 Distributions. The General Partner may determine from time to time during the course of this Agreement that some of the joint assets held and acquired by the Partnership may be divided among or paid to the Partners, as the case may be, in accordance with their respective Percentage of Participation.

5.2 Dissolution. Upon the dissolution of the Partnership, the General Partner shall proceed to liquidate the Partnership, and the proceeds of liquidation shall be applied and

distributed as follows: (i) first, to the payment of debts and liabilities of the Partnership, and (ii) second, to the Partners in proportion to their respective Percentage of Participation.

5.3 Termination. When final disposition and distribution of all assets and/or liabilities has been made, this Agreement shall terminate; provided, however, that if claims of any nature or legal action of any type are brought against the Partnership or any of the Partners at any time after the distribution of said assets and/or liabilities by any party or parties, and such claims and/or legal action relate to or arise out of this Agreement, this Agreement shall be considered to have remained in full force and effect and the rights and obligations of the Partners hereto with respect to the resolution of such matters shall be determined by this Agreement, the passage of time notwithstanding.

ARTICLE 6

6.0 MISCELLANEOUS.

6.1 Governing Law. This Agreement shall be governed and construed pursuant to the laws of the State of Texas.

6.2 Unenforceability. In the event that any part, term or provision of this Agreement is determined by a court of competent jurisdiction to be unlawful or unenforceable, the validity and enforceability of the remaining portions or provisions shall not be affected thereby.

6.3 Entire Agreement. This Agreement constitutes the entire agreement between the Partners, and is subject to no other oral or written proposals, agreements or understandings whatsoever, and can only be supplemented or amended by a written document subscribed by the Partners.

IN WITNESS WHEREOF, the Partners have caused their duly authorized representatives to execute this Agreement as of the date first above written.

GILBERT TEXAS CORP.

By: _____
Name: Keith N. Sasich
Title: President

GILBERT FRONTIER, INC.

By: _____
Name: Norman D. Holly
Title: President

Kiewit Texas Co. Articles of Incorporation and Bylaws

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
GILBERT TEXAS CORP.

1. The Certificate of Incorporation of Gilbert Texas Corp., a Delaware corporation, is amended by changing paragraph 1. thereof so that, as amended, said paragraph 1. shall read as follows:

"1. The name of the corporation (the "Corporation") is: Kiewit Texas Co.".

2. The undersigned officers certify that the amendment above has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

3. That this Certificate of Amendment of Certificate of Incorporation shall be effective on March 29, 2006.

Dated: March 27, 2006.

Tobin A. Schropp, Vice President

ATTEST:

Michael F. Norton, Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:55 AM 03/27/2006
FILED 10:55 AM 03/27/2006
SRV 060287937 - 3241386 FILE

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "GILBERT TEXAS CORP.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF JUNE, A.D. 2000, AT 6 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Edward J. Freel, Secretary of State

3241386 8100

001293602

AUTHENTICATION: 0490126

DATE: 06-12-00

CERTIFICATE OF INCORPORATION
OF
GILBERT TEXAS CORP.

1. The name of the corporation is: Gilbert Texas Corp.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of common stock which the corporation shall have authority to issue is One Hundred (100) and the par value of each of such shares is One Penney ($.01) amounting in the aggregate to One Dollar ($1.00).

5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.

6. The name and mailing address of the incorporator is:

Laurie S. Vik
Kiewit Plaza
Omaha, Nebraska 68131

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 8th day of June, 2000.

Laurie S. Vik

Laurie S. Vik

AMENDED AND RESTATED BYLAWS
OF
GILBERT TEXAS CORP.

EFFECTIVE JUNE 6, 2005

ARTICLE I
OFFICES

Section 1. Registered Office and Agent.

The registered office of the corporation is at the Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The registered agent at that address is The Corporation Trust Company.

Section 2. Other Offices.

The Corporation may have other offices, both within and outside the State of Delaware, from time to time as the Board of Directors may designate or as business may require.

ARTICLE II
STOCKHOLDERS

Section 1. Annual Meeting.

An annual meeting of stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date, and at such time, either within or without the State of Delaware, as the Board of Directors shall each year fix.

The chairman of the meeting shall have the power and the duty to determine whether a nomination of director or any business proposed to be brought before the meeting has been made in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defectively proposed business or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

Section 2. Special Meetings.

Special meetings of stockholders, other than those required by statute, may be called at any time by the Board of Directors acting pursuant to a resolution adopted by a majority of the Whole Board. For purposes of these Bylaws, the term "Whole Board" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships.

The Board of Directors may postpone or reschedule any previously scheduled special meeting. Special meetings will be called by the President at the request of a majority of the stockholders entitled to vote at the meeting. The notice of a special meeting shall state the purposes for which the meeting has been called.

Section 3. Notice of Meetings.

Notice of the place, date and time of all meetings of stockholders, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation of the Corporation). If mailed, such notice shall be deemed to be given when deposited in the United States Mail, postage prepaid, directed to the address that appears on the corporate records for the relevant stockholder.

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, notice of the place, date, and time of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 4. Quorum.

At any meeting of stockholders, the holders of a majority of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law. Where a separate vote by a class or classes or series is required, a majority of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

If a quorum shall fail to attend any meeting, the stockholders so present may, by majority vote, adjourn the meeting to another place, date, and/or time until a quorum shall attend.

Section 5. Organization.

Such person as the Board of Directors may have designated or, in the absence of such a person, the Chairman of the Board, if any, or, in his or her absence, the President of the Corporation or, in his or her absence, a Vice President of the Corporation, or in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be

such person as the chairman of the meeting appoints. The chairman of the meeting shall announce at the meeting of stockholders the date and time of the opening and closing of the polls for each matter upon which the stockholders will vote.

Section 6. Conduct of Business.

The chairman of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. The chairman shall have the power to adjourn the meeting to another place, date and time. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting.

Section 7. Proxies and Voting.

At any meeting of stockholders, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of common stock held by such stockholder. Each stockholder entitled to vote may authorize another person or persons to act for them by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

The Corporation may, and to the extent required by law, shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. Every vote taken by ballots shall be counted by a duly appointed inspector or inspectors.

All elections of directors shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast by the holders of all shares of stock outstanding and entitled to vote thereon.

Section 8. Stock List.

The Secretary shall prepare and make a complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least 10 days prior to the meeting in the manner provided by law.

The stock list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. This list shall determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Number, Election and Term of Directors.

The business and affairs of this Corporation shall be managed by its Board of Directors. The Board of Directors shall consist of one or more members, the number thereof to be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the Whole Board. Directors need not be stockholders. The Board of Directors shall initially consist of the persons named as directors by the incorporator, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors each of whom shall hold office for a term of one year or until his successor is elected and qualified or until his earlier resignation or removal. Any director may resign at any time upon written notice to the Corporation.

Section 2. Newly Created Directorships and Vacancies.

Newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall, unless otherwise required by law or by resolution of the Board of Directors, be filled only by a majority vote of the remaining members of the Board of Directors then in office, though less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and directors so chosen shall serve for a term expiring at the annual meeting of stockholders at which the term of office to which they have been elected expires or until such director's successor shall have been duly elected and qualified. No decrease in the number of authorized directors shall shorten the term of any incumbent director.

Section 3. Regular Meetings.

Regular meetings of the Board of Directors may be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be held at such place, on such date, and at such time whenever called by the Chairman of the Board, the President or by a majority of the Whole Board. Notice of the place, date, and time of each such special meeting shall be given to each director by whom it is not waived, either personally or by mail or by proven facsimile transmission at least twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 5. Quorum.

At any meeting of the Board of Directors, a majority of the total number of the Whole Board shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, and/or time, without further notice or waiver thereof.

Section 6. Participation in Telephonic Meetings.

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board of Directors or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 7. Conduct of Business.

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board of Directors may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors.

Section 8. Compensation.

By resolution of the Board of Directors, each director may be paid a fixed sum, and any expenses, for attendance at a board meeting. No such payment shall preclude a director from receiving compensation or serving the corporation in any other capacity.

ARTICLE IV
OFFICERS

Section 1. Generally.

The officers of the Corporation must consist of a President and a Secretary. The Board of Directors may also elect additional officers, to include but not limited to one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers. The President and Secretary shall be elected by the directors at the annual meeting of Board of Directors. Other officers may be elected by the Board of Directors from time to time. Each officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any number of offices may be held by the same person. Any officer may resign at any time upon written notice to the Corporation. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 2. President.

The President shall be the chief executive officer of the Corporation. He shall have general responsibility for the management and control of the operations of the Corporation and shall perform all duties and have all powers which are commonly incident to the office of chief executive officer or which are delegated to him by the Board of Directors. Subject to the direction of the Board of Directors, the President shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized and shall have general supervision of all of the other officers, employees and agents of the Corporation.

Section 3. Vice President.

Each Vice President shall have such powers and duties as may be delegated to him by the Board of Directors. One (1) Vice President shall be designated by the Board of Directors to perform the duties and exercise the powers of the President in the event of the President's absence or disability.

Section 4. Treasurer.

The Treasurer shall have the responsibility for maintaining the financial records of the Corporation. He shall make such disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions and of the financial condition of the Corporation. The Treasurer shall also perform such other duties as the Board of Directors may from time to time prescribe.

Section 5. Secretary.

The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. He shall have charge of the corporate books and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 6. Delegation of Authority.

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 7. Action with Respect to Securities of Other Corporations.

Unless otherwise directed by the Board of Directors, the President or any officer of the Corporation authorized by the President shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other Corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other Corporation.

Section 8. Compensation.

The compensation of all officers shall be fixed by the Board of Directors. An officer, who is also a director, may be compensated in both capacities.

ARTICLE V
STOCK

Section 1. Certificates of Stock.

The Board of Directors shall determine the form of certificate which represents ownership of shares of the Corporation. Each stockholder shall be entitled to a certificate signed by, or in the name of the Corporation by, the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by it. Any or all of the signatures on the certificate may be by facsimile.

Section 2. Transfers of Stock.

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 3 of Article V of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefore. The requirements of any applicable stock transfer restriction agreement must also be satisfied.

The Board of Directors may, except as otherwise required by law, fix a record date, which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for any other action. Such record date will determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 3. Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of an affidavit that the certificate has been lost, stolen or destroyed, and a satisfactory bond or bonds of indemnity.

ARTICLE VI
NOTICES

Section 1. Notices.

If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law.

Section 2. Waivers.

A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except attendance for the sole purpose of objecting to the timeliness of notice.

ARTICLE VII
MISCELLANEOUS

Section 1. Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

Section 2. Corporate Seal.

The corporate seal shall have the name of the Corporation inscribed thereof and shall be in such form as may be approved from time to time by the Board of Directors, which seal shall be in the charge of the Secretary.

Section 3. Reliance upon Books, Reports and Records.

Each director and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or by any other person as to matters which such director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. Fiscal Year.

The fiscal year of the Corporation shall end on the last Saturday of each December, or as determined by resolution of the Board of Directors.

Section 5. Time Periods.

In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE VIII
AMENDMENTS

In furtherance and not in limitation of the powers conferred by law, the Board of Directors or stockholders are expressly authorized to adopt, alter, amend or repeal these Bylaws.

Michael F. Norton, Secretary

Kiewit Frontier Inc. Articles of Incorporation and Bylaws

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
GILBERT FRONTIER, INC.

1. The Certificate of Incorporation of Gilbert Frontier, Inc., a Delaware corporation, is amended by changing paragraph 1. thereof so that, as amended, said paragraph 1. shall read as follows:

"1. The name of the corporation (the "Corporation") is: Kiewit Frontier Inc.".

2. The undersigned officers certify that the amendment above has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

3. That this Certificate of Amendment of Certificate of Incorporation shall be effective on March 29, 2006.

Dated: March 27, 2006.

Bruce A. Clawson

Bruce A. Clawson, President

ATTEST:

David D. Beaudoin, Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:55 AM 03/27/2006
FILED 10:55 AM 03/27/2006
SRV 060287933 - 2911906 FILE

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "GILBERT FRONTIER, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF JUNE, A.D. 1998, AT 11:30 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Edward J. Freel, Secretary of State

2911906 8100

981242014

AUTHENTICATION: 9157404

DATE: 06-24-98

CERTIFICATE OF INCORPORATION
OF
GILBERT FRONTIER, INC.

1. The name of the corporation is: Gilbert Frontier, Inc.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of common stock which the corporation shall have authority to issue is One Hundred (100) and the par value of each of such shares is One Penny ($.01) amounting in the aggregate to One Dollar ($1.00).

5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.

6. The name and mailing address of the incorporator is:

Bruce W. Ballai
1000 Kiewit Plaza
Omaha, Nebraska 68131

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 23rd day of June, 1998.

Bruce W. Ballai

AMENDED AND RESTATED BYLAWS
OF
GILBERT FRONTIER, INC.

EFFECTIVE JUNE 6, 2005

ARTICLE I
OFFICES

Section 1. Registered Office and Agent.

The registered office of the corporation is at the Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware. The registered agent at that address is The Corporation Trust Company.

Section 2. Other Offices.

The Corporation may have other offices, both within and outside the State of Delaware, from time to time as the Board of Directors may designate or as business may require.

ARTICLE II
STOCKHOLDERS

Section 1. Annual Meeting.

An annual meeting of stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date, and at such time, either within or without the State of Delaware, as the Board of Directors shall each year fix.

The chairman of the meeting shall have the power and the duty to determine whether a nomination of director or any business proposed to be brought before the meeting has been made in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defectively proposed business or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

Section 2. Special Meetings.

Special meetings of stockholders, other than those required by statute, may be called at any time by the Board of Directors acting pursuant to a resolution adopted by a majority of the Whole Board. For purposes of these Bylaws, the term "Whole Board" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships.

The Board of Directors may postpone or reschedule any previously scheduled special meeting. Special meetings will be called by the President at the request of a majority of the stockholders entitled to vote at the meeting. The notice of a special meeting shall state the purposes for which the meeting has been called.

Section 3. Notice of Meetings.

Notice of the place, date and time of all meetings of stockholders, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation of the Corporation). If mailed, such notice shall be deemed to be given when deposited in the United States Mail, postage prepaid, directed to the address that appears on the corporate records for the relevant stockholder.

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, notice of the place, date, and time of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 4. Quorum.

At any meeting of stockholders, the holders of a majority of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law. Where a separate vote by a class or classes or series is required, a majority of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

If a quorum shall fail to attend any meeting, the stockholders so present may, by majority vote, adjourn the meeting to another place, date, and/or time until a quorum shall attend.

Section 5. Organization.

Such person as the Board of Directors may have designated or, in the absence of such a person, the Chairman of the Board, if any, or, in his or her absence, the President of the Corporation or, in his or her absence, a Vice President of the Corporation, or in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be

such person as the chairman of the meeting appoints. The chairman of the meeting shall announce at the meeting of stockholders the date and time of the opening and closing of the polls for each matter upon which the stockholders will vote.

Section 6. Conduct of Business.

The chairman of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. The chairman shall have the power to adjourn the meeting to another place, date and time. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting.

Section 7. Proxies and Voting.

At any meeting of stockholders, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of common stock held by such stockholder. Each stockholder entitled to vote may authorize another person or persons to act for them by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

The Corporation may, and to the extent required by law, shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. Every vote taken by ballots shall be counted by a duly appointed inspector or inspectors.

All elections of directors shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast by the holders of all shares of stock outstanding and entitled to vote thereon.

Section 8. Stock List.

The Secretary shall prepare and make a complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least 10 days prior to the meeting in the manner provided by law.

The stock list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. This list shall determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Number, Election and Term of Directors.

The business and affairs of this Corporation shall be managed by its Board of Directors. The Board of Directors shall consist of one or more members, the number thereof to be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the Whole Board. Directors need not be stockholders. The Board of Directors shall initially consist of the persons named as directors by the incorporator, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors each of whom shall hold office for a term of one year or until his successor is elected and qualified or until his earlier resignation or removal. Any director may resign at any time upon written notice to the Corporation.

Section 2. Newly Created Directorships and Vacancies.

Newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall, unless otherwise required by law or by resolution of the Board of Directors, be filled only by a majority vote of the remaining members of the Board of Directors then in office, though less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and directors so chosen shall serve for a term expiring at the annual meeting of stockholders at which the term of office to which they have been elected expires or until such director's successor shall have been duly elected and qualified. No decrease in the number of authorized directors shall shorten the term of any incumbent director.

Section 3. Regular Meetings.

Regular meetings of the Board of Directors may be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be held at such place, on such date, and at such time whenever called by the Chairman of the Board, the President or by a majority of the Whole Board. Notice of the place, date, and time of each such special meeting shall be given to each director by whom it is not waived, either personally or by mail or by proven facsimile transmission at least twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 5. Quorum.

At any meeting of the Board of Directors, a majority of the total number of the Whole Board shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, and/or time, without further notice or waiver thereof.

Section 6. Participation in Telephonic Meetings.

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board of Directors or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 7. Conduct of Business.

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board of Directors may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors.

Section 8. Compensation.

By resolution of the Board of Directors, each director may be paid a fixed sum, and any expenses, for attendance at a board meeting. No such payment shall preclude a director from receiving compensation or serving the corporation in any other capacity.

ARTICLE IV
OFFICERS

Section 1. Generally.

The officers of the Corporation must consist of a President and a Secretary. The Board of Directors may also elect additional officers, to include but not limited to one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers. The President and Secretary shall be elected by the directors at the annual meeting of Board of Directors. Other officers may be elected by the Board of Directors from time to time. Each officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any number of offices may be held by the same person. Any officer may resign at any time upon written notice to the Corporation. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 2. President.

The President shall be the chief executive officer of the Corporation. He shall have general responsibility for the management and control of the operations of the Corporation and shall perform all duties and have all powers which are commonly incident to the office of chief executive officer or which are delegated to him by the Board of Directors. Subject to the direction of the Board of Directors, the President shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized and shall have general supervision of all of the other officers, employees and agents of the Corporation.

Section 3. Vice President.

Each Vice President shall have such powers and duties as may be delegated to him by the Board of Directors. One (1) Vice President shall be designated by the Board of Directors to perform the duties and exercise the powers of the President in the event of the President's absence or disability.

Section 4. Treasurer.

The Treasurer shall have the responsibility for maintaining the financial records of the Corporation. He shall make such disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions and of the financial condition of the Corporation. The Treasurer shall also perform such other duties as the Board of Directors may from time to time prescribe.

Section 5. Secretary.

The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. He shall have charge of the corporate books and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 6. Delegation of Authority.

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 7. Action with Respect to Securities of Other Corporations.

Unless otherwise directed by the Board of Directors, the President or any officer of the Corporation authorized by the President shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other Corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other Corporation.

Section 8. Compensation.

The compensation of all officers shall be fixed by the Board of Directors. An officer, who is also a director, may be compensated in both capacities.

ARTICLE V
STOCK

Section 1. Certificates of Stock.

The Board of Directors shall determine the form of certificate which represents ownership of shares of the Corporation. Each stockholder shall be entitled to a certificate signed by, or in the name of the Corporation by, the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by it. Any or all of the signatures on the certificate may be by facsimile.

Section 2. Transfers of Stock.

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 3 of Article V of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefore. The requirements of any applicable stock transfer restriction agreement must also be satisfied.

The Board of Directors may, except as otherwise required by law, fix a record date, which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for any other action. Such record date will determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 3. Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of an affidavit that the certificate has been lost, stolen or destroyed, and a satisfactory bond or bonds of indemnity.

ARTICLE VI
NOTICES

Section 1. Notices.

If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law.

Section 2. Waivers.

A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting shall constitute waiver of notice except attendance for the sole purpose of objecting to the timeliness of notice.

ARTICLE VII
MISCELLANEOUS

Section 1. Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

Section 2. Corporate Seal.

The corporate seal shall have the name of the Corporation inscribed thereof and shall be in such form as may be approved from time to time by the Board of Directors, which seal shall be in the charge of the Secretary.

Section 3. Reliance upon Books, Reports and Records.

Each director and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or by any other person as to matters which such director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. Fiscal Year.

The fiscal year of the Corporation shall end on the last Saturday of each December, or as determined by resolution of the Board of Directors.

Section 5. Time Periods.

In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE VIII
AMENDMENTS

In furtherance and not in limitation of the powers conferred by law, the Board of Directors or stockholders are expressly authorized to adopt, alter, amend or repeal these Bylaws.

David D. Beaudoin, Secretary

Zachry Construction Corporation
Articles of Incorporation and Bylaws

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ZCC CORPORATION", CHANGING ITS NAME FROM "ZCC CORPORATION" TO "ZACHRY CONSTRUCTION CORPORATION", FILED IN THIS OFFICE ON THE SEVENTH DAY OF DECEMBER, A.D. 2007, AT 10:27 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JANUARY, A.D. 2008, AT 12:01 O'CLOCK A.M.

CONFIDENTIAL

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

4346319 8100

071295478

AUTHENTICATION: 6218789

DATE: 12-07-07

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:40 AM 12/07/2007
FILED 10:27 AM 12/07/2007
SRV 071295478 - 4346319 FILE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

*****

ZCC Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of ZCC Corporation, be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:
>
> "1. The Name of the corporation is
> Zachry Construction Corporation"

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on January 1, 2008 at 12:02 A.M.

IN WITNESS WHEREOF, said ZCC Corporation has caused this certificate to be signed by Timothy A. Watt, its Senior Vice President & Secretary, this 7th day of December, 2007.

ZCC Corporation

By _____
Timothy A. Watt
Senior Vice President & Secretary

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Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "ZCC CORPORATION", FILED IN THIS OFFICE ON THE THIRD DAY OF MAY, A.D. 2007, AT 5:46 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

CONFIDENTIAL

4346319 8100

070518279

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5649121

DATE: 05-04-07

CERTIFICATE OF INCORPORATION

OF

ZCC CORPORATION

1. The name of the corporation is:
ZCC CORPORATION

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is: The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is: Ten Thousand and NO/100 (10,000) and the par value of each of such shares is: ONE Dollars ($1.00) amounting in the aggregate to Ten Thousand Dollars ($10,000).

5. The name and mailing address of each incorporator is as follow:

NAME	MAILING ADDRESS
Murray L. Johnston, Jr.	P.O. Box 240130 San Antonio, TX 78224-0130

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 3rd day of May, 2007.

Murray L. Johnston, Jr.

DE001 - 1/26/06 C T System Online

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State of Delaware
Secretary of State
Division of Corporations
Delivered 05:52 PM 05/03/2007
FILED 05:46 PM 05/03/2007
SRV 070518279 - 4346319 FILE

BY-LAWS
OF
ZCC CORPORATION
a Delaware Corporation

ARTICLE I
Meetings of Shareholders

1. **Place.** All meetings of shareholders shall be held at the office of the Corporation in the City of San Antonio or elsewhere in the State of Texas as may be determined.

2. **Time of Annual Meeting.** The annual meeting of the shareholders for the election of Directors and the transaction of other business shall be held on the third Tuesday in November of each year at 9:00 a.m. If this date shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. If such date and time be not convenient, then the meeting shall be held on such date as may be designated by the President or Chairman of the Board. At each annual meeting, the shareholders entitled to vote shall, by plurality ballot vote, elect a Board of Directors, and they may transact such other corporate business as may properly be brought before the meeting.

3. **Special Meetings.** Special meetings of the shareholders may be called by the President, Board of Directors, or by the holders of not less than one-tenth of all the shares entitled to vote at the meeting so called. No question may be voted upon at a special meeting of the shareholders unless the notice of such meeting states that one of the purposes of such meeting will be to act upon such question or such meeting is attended by all of the shareholders entitled to vote upon such question and all of the shareholders vote that such question may be then voted upon at such meeting.

4. **Notice of the Meetings.** Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered at least thirty (30) days before the meeting in the case of an annual meeting and five (5) days before the meeting in the case of a special meeting, either personally or by mail, telephone, facsimile or electronic mail, by or at the direction of the President, the Secretary or the officer or person or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

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5. **Fixing Record Date for Determination of Shareholders Entitled to Notice of and to Vote at Shareholders' Meetings.**

(a) For the purpose of determining shareholders entitled to notice of any meeting of shareholders or any adjournment thereof, the Board of Directors may, by resolution, provide that the stock transfer books shall be closed for a period, to be stated in such resolution, not to exceed fifty days.

(b) If the Board of Directors does not provide for the closing of the stock transfer books relative to a particular meeting, then and in such event, the record time and date for the determination of shareholders entitled to notice of and to vote at such meeting shall be the close of business on the tenth day immediately preceding such meeting.

6. **Voting List**. The officer or agent having charge of the Corporation's stock transfer books shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, or any adjournment thereof. Such list shall be arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation, and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books and to vote at any meeting of the shareholders.

7. **Quorum.** Except as provided in the next section hereof, any number of stockholders together holding at least fifty-one per cent of the stock issued and outstanding and entitled to vote thereat, who shall be present in person or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of business.

8. **Voting of Shares.**

(a) Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of a meeting of the shareholders, except to the extent that the voting rights of the shares of any class or classes are limited or denied by the Articles of Incorporation as permitted by the Delaware Corporation Laws.

(b) Treasury shares; shares of stock owned by another corporation, the majority of the voting of which is owned or controlled by this Corporation; and shares of stock held by this Corporation in a fiduciary capacity, shall not be voted directly or

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indirectly at any meeting, and shall not be counted in determining the total number of outstanding shares at a given time.

(c) A shareholder may vote, either in person or by proxy executed in writing by a shareholder, or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event, shall it remain irrevocable for a period of more than eleven (11) months.

(d) At each election of Directors, every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are Directors to be elected and for whose election he has a right to vote.

(e) Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy, as the By-Laws of such corporation may authorize, or in the absence of such authorization, as the Board of Directors of such corporation may determine.

(f) Shares held by an administrator, executor, guardian or conservator may be voted by him so long as such shares forming part of an estate are in the possession and forming part of the estate being served by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name as trustee.

(g) Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be noted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

(h) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledge, and thereafter, the pledge shall be entitled to vote the shares so transferred.

9. **Method of Voting.** Voting on any question or in any election may be by voice vote or show of hands unless the presiding officer shall order, or any shareholder shall demand, that voting be by written ballot.

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10. **Rules of Procedure.** To the extent applicable, Robert's Rules of Order shall govern the conduct of proceedings at all shareholders' meetings.

11. **Action Without Meeting.** Any action required by statute to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the shareholders. The signed consent, or a signed copy thereof, shall be placed in the minute book.

12. **Telephone and Similar Meetings.** Shareholders, Directors, and committee members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE II
Directors

1. **Management.** The business and affairs of the Corporation shall be managed by the Board of Directors.

2. **Number.** The number of Directors of the Corporation shall be not less than three (3) nor more than fifteen (15). The directors shall be elected at the annual meeting of the stockholders, and each director shall be elected to serve until his successor shall be elected and shall qualify, provided, that in the event of failure to hold such meeting or to hold such election of such meeting, such election may be held at any special meeting of the stockholders called for that purpose. Directors need not be stockholders.

3. **Qualifications.** In order to be a Director, a person must have the following qualifications: A Director must be a citizen of the United States.

4. **Election.** At the first annual meeting of shareholders, and at each annual meeting thereafter, the shareholder shall elect Directors to hold office until the next succeeding annual meeting.

5. **Term of Office.** Unless removed in accordance with these By-laws, each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified.

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6. **Removal.** Any director may be removed from his position as Director, either with or without cause, at any special meeting of shareholders if notice of intention to act upon the question of removing such director shall have been stated as one of the purposes for the calling of such meeting.

7. **Vacancy.** A particular directorship shall be considered to be vacant upon the happening of any one of the following events:

(a) Death of the person holding such directorship;

(b) Resignation of the person holding such directorship;

(c) Refusal of a person elected to a directorship to manifest his assent to serve;

(d) Removal of a Director at a special shareholders' meeting as provided in Section 6 of this Article of these By-Laws.

8. **Filling of Vacancy.** Any vacancy occurring in the Board of Directors shall be filled at the next meeting of the Board of Directors following the occurrence of such vacancy. Such vacancy shall be filed by the affirmative vote of a majority of the remaining Directors, though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in such directorship.

9. **Election to New Directorship.** In the event of the creation of one or more directorships by amendment of these By-Laws, then any directorship to be filled by reason of such an increase in the number of directors shall be filled by election at an annual meeting of the shareholders or a special meeting of the shareholders called for that purpose.

10. **Quorum.** A majority of the directors shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at said meeting which shall be so adjourned.

11. **Executive Committee.** The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate two or more Directors to constitute an Executive Committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the corporation, except where action of the Board of Directors is specified by the Delaware Corporation Laws or other applicable law, but the designation of such committee and the

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delegation thereto of authority shall not operate to relieve the Board of Directors or any member thereof, of any responsibility imposed upon it or him by law. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required by the Board.

12. **Action Without Meeting.** Any action required or permitted to be taken at a meeting of the Executive Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the Executive Committee. Such consent shall have the same force and effect as a unanimous vote at a meeting. The signed consent, or a signed copy, shall be placed in the minute book.

13. **Regular Meetings.** A regular meeting of the Board of Directors may be held without other notice than this By-law, immediately after and at the same place as the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Delaware, for the holding of additional regular meetings without other notice than such resolution.

14. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, President or any two Directors. Notice of the call of special meetings shall be in writing and delivered for transmission to each of the Directors not later than during the third day immediately preceding the day for which such meeting is called. Notice of any special meeting may be waived in writing signed by the person or persons entitled to such notice; such waiver may be executed at any time before or after the time herein specified for the giving of such notice, but not later than the time specified in such notice for the holding of such special meeting. Attendance of a Director at a special meeting shall constitute a waiver of notice of such special meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business or the meeting is not lawfully called or convened.

15. **Place of Meetings.** Unless otherwise specifically provided in these By-Laws, all meetings of the Board of Directors shall be held at the principal place of business of the corporation; provided however, this provision of these By-Laws may be waived as to any particular meeting by written waiver signed by all of the Directors before the holding of such meeting, and this provision shall be considered as waived to any particular meeting by the attendance of all of the directors at such meeting without objection by any one of them at the time of convening of such meeting that such meeting is not being convened and held at the principal place of business of the Corporation.

16. **No Statement of Purpose of Meeting Required.** Neither the business proposed to be transacted, nor the purpose of any regular or special meeting of the Board of Directors, need be specified in the notice or waiver of notice of such meeting.

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17. **Waiver by Unanimous Consent in Writing.** Any action required to be or which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board of Directors entitled to vote with respect to the subject matter thereof, and then delivered to the Secretary of the Corporation for inclusion in the minute book of the Corporation.

18. **Specific Powers of Directors.** Without prejudice to such general powers it is hereby expressly declared that the directors shall have the following powers, to-wit:

(1) To adopt and alter a common seal of the corporation.

(2) To make and change regulations, not inconsistent with these by-laws, for the management of the corporations business and affairs.

(3) To purchase and otherwise acquire for the corporation any property, rights or privileges which the corporation is authorized to acquire.

(4) To pay for any property purchased for the corporation either wholly or partly in money, stock, bonds, debentures or other securities of the corporation.

(5) To borrow money, and to make and issue notes, bonds, and other negotiable and transferable instruments, mortgages, deeds of trust and trust agreements, and to do every act and thing necessary to effectuate the same.

(6) To remove any officer for cause, or any officer other than the President summarily without cause, and in their discretion, from time to time, to devolve the powers and duties of any officer upon any other person for the time being.

(7) To appoint and remove or suspend such subordinate officers, agents or factors as they may deem necessary and to determine their duties, and fix, and from time to time change their salaries or remuneration, or to require security as and when they think fit.

(8) To confer upon any officer of the corporation the power to appoint, remove and suspend subordinate officers, agents and factors.

(9) To determine who shall be authorized on the corporation=s behalf to make and sign bills, notes, acceptances, endorsements, checks, releases, receipts, contracts and other instruments.

(10) To determine who shall be entitled to vote in the name and behalf of the corporation upon, or to assign and transfer any shares of stock, bonds, or

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other securities of other corporations held by this corporation.

(11) To delegate any of the powers of the Board in relation to the ordinary business of the corporation to any standing or special committee, or to any officer or agent with power to sub-delegate), upon such terms as they think fit.

(12) To call special meetings of the stockholders for any purpose or purposes.

19. **Compensation of Directors.** Directors shall not receive any stated salary for their services as directors, but by resolution of the Board a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

ARTICLE III
Officers

1. **Number.** The officers of the Corporation may be: a Chairman of the Board, President, a Group President, one or more Vice Presidents (the number to be determined by the Board of Directors), a Treasurer, a Secretary and such Assistant Secretaries, Assistant Treasurers or other officers as may be elected by the Board of Directors. Any two or more offices may be held by the same person.

2. **Election and Term of Office.** The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of shareholders. Vacancies may be filled or new offices filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner herein provided.

3. **Removal.** Any officer or agent or member of the Executive Committee elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5. **Chairman of the Board.** The Chairman of the Board shall be the chief executive officer of the corporation and subject to the Board of Directors, shall be in general charge of the affairs of the corporation. He shall preside at all meetings of stockholders and of

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the Board of Directors, and he shall have power to call special meetings of the stockholders and directors for any purpose or purposes. He may sign and execute all authorized deeds, bonds, contracts, checks and other obligations in the name of the corporation. He shall do and perform such other duties as from time to time may be assigned to him by the Board of Directors.

6. **President.** The President shall be the principal operating officer of the Corporation and shall perform acts and duties in the management of the business and affairs of the Corporation in the absence of the Chairman of the Board. In the absence of the Chairman of the Board, he shall preside at meetings of the shareholders and of the Board of Directors. He shall sign certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

7. **Group President.** The Group President shall, in the absence of the President, perform the duties of the President with respect to the activities of the operating divisions of the group, and shall perform such other duties as the Board of Directors shall prescribe. He may sign and execute all authorized contracts, agreements, deeds, bonds and other obligations in the name of the corporation. He shall generally do and perform all acts incident to the office of Group President or which are authorized or required by law and shall do and perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

8. **The Vice Presidents.** In the absence of the President, or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

9. **The Treasurer**. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall:

(a) Have charge and custody of, and be responsible for, all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; and deposit all such moneys in the name of

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the corporation as shall be selected by the Board of Directors; and

(b) In general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

10. **The Secretary.** The Secretary shall:

(a) Keep the minutes of the shareholders' and Board of Directors' meetings in one or more books provided for that purpose;

(b) See that all notices are duly given in accordance with the provisions of these By-laws or as required by law;

(c) Be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized in accordance with the provisions of these By-laws;

(d) Keep a register of the post office address of each shareholder;

(e) Sign, with the President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors;

(f) Have general charge of the stock transfer books of the Corporation; and

(g) In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

11. **Assistant Treasurers and Assistant Secretaries.** The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries, as thereunto authorized by the Board of Directors, may sign with the President certificates for shares of the Corporation, the issue of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

12. **Salaries.** The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

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ARTICLE IV
Contracts, Loans, Checks and Deposits

1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. **Loans.** No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

3. **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. **Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE V
Certificates for Shares and their Transfer

1. **Certificates for Shares.** Certificates representing whole shares or fractions of shares of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the President, the Executive Vice President or a Vice President, and by the Secretary or an Assistant Secretary, and shall be sealed with the seal of the Corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

2. **Transfer of Shares.** Transfers of shares of the Corporation shall be made only on the books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney hereunto,

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authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VI
Fiscal Year

The fiscal year of the Corporation shall begin on the first day of January in each year and end on the 31st day of December of the same year.

ARTICLE VII
Dividends

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE VIII
Seal

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation.

ARTICLE IX
Amendment of By-Laws

These By-Laws may be amended by the Shareholders or the Directors at any annual meeting of the Shareholders or the Directors, or if notice of a proposal to amend these By-Laws and the respect in which proposed to be amended is given in any call of a special meeting of the Shareholders or Directors, at such special meeting.

_____
David S. Zachry,
Chairman of the Board/President

ATTEST:

_____
Timothy A. Watt, Secretary

CONFIDENTIAL

Zachry Corporation Articles of Incorporation and Bylaws

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "ZACHRY CORPORATION", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF AUGUST, A.D. 2007, AT 5:36 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

CONFIDENTIAL

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

4406571 8100

070917189

AUTHENTICATION: 5923271

DATE: 08-14-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:18 PM 08/13/2007
FILED 05:36 PM 08/13/2007
SRV 070917189 - 4406571 FILE

CERTIFICATE OF INCORPORATION

OF

ZACHRY CORPORATION

1. The name of the corporation is: ZACHRY CORPORATION

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is: The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is: One Million and NO/100 (1,000,000) and the par value of each of such shares is:

One Dollar and No/100 ($1.00) amounting in the aggregate to One Million Dollars and NO/100 ($1,000,000.00).

5. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
Timothy A. Watt	P.O. Box 240130 San Antonio, TX 78224-0130

I, The Undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 13th day of August, 2007.

Timothy A. Watt

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BY-LAWS

OF

ZACHRY CORPORATION
a Delaware Corporation

ARTICLE I
Meetings of Shareholders

1. Place. All meetings of shareholders shall be held at the office of the Corporation in the City of San Antonio or elsewhere in the State of Texas as may be determined.

2. Time of Annual Meeting. The annual meeting of the shareholders for the election of Directors and the transaction of other business shall be held on the third Tuesday in November of each year. If this date shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. If such date and time be not convenient, then the meeting shall be held on such date as may be designated by the President or Chairman of the Board. At each annual meeting, the shareholders entitled to vote shall, by plurality ballot vote, elect a Board of Directors, and they may transact such other corporate business as may properly be brought before the meeting.

3. Special Meetings. Special meetings of the shareholders may be called by the President, Board of Directors, or by the holders of not less than one-tenth of all the shares entitled to vote at the meeting so called. No question may be voted upon at a special meeting of the shareholders unless the notice of such meeting states that one of the purposes of such meeting will be to act upon such question or such meeting is attended by all of the shareholders entitled to vote upon such question and all of the shareholders vote that such question may be then voted upon at such meeting.

4. Notice. Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, telephone, facsimile or electronic mail, by or at the direction of the President, the Secretary or the officer or person or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

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5. Fixing Record Date for Determination of Shareholders Entitled to Notice of and to Vote at Shareholders' Meetings.

(a) For the purpose of determining shareholders entitled to notice of any meeting of shareholders or any adjournment thereof, the Board of Directors may, by resolution, provide that the stock transfer books shall be closed for a period, to be stated in such resolution, not to exceed fifty days.

(b) If the Board of Directors does not provide for the closing of the stock transfer books relative to a particular meeting, then and in such event, the record time and date for the determination of shareholders entitled to notice of and to vote at such meeting shall be the close of business on the tenth day immediately preceding such meeting.

6. Voting List. The officer or agent having charge of the Corporation's stock transfer books shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, or any adjournment thereof. Such list shall be arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation, and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books and to vote at any meeting of the shareholders.

7. Quorum. Except as provided in the next section hereof, any number of stockholders together holding at least fifty-one per cent of the stock issued and outstanding and entitled to vote thereat, who shall be present in person or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of business.

8. Voting of Shares.

(a) Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of a meeting of the shareholders, except to the extent that the voting rights of the shares of any class or classes are limited or denied by the Articles of Incorporation as permitted by the Delaware Corporation Laws.

(b) Treasury shares; shares of stock owned by another corporation, the majority of the voting of which is owned or controlled by this Corporation; and shares of stock held by this Corporation in a fiduciary capacity, shall not be voted directly or

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indirectly at any meeting, and shall not be counted in determining the total number of outstanding shares at a given time.

(c) A shareholder may vote, either in person or by proxy executed in writing by a shareholder, or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event, shall it remain irrevocable for a period of more than eleven (11) months.

(d) At each election of Directors, every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are Directors to be elected and for whose election he has a right to vote.

(e) Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy, as the By-Laws of such corporation may authorize, or in the absence of such authorization, as the Board of Directors of such corporation may determine.

(f) Shares held by an administrator, executor, guardian or conservator may be voted by him so long as such shares forming part of an estate are in the possession and forming part of the estate being served by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name as trustee.

(g) Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be noted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

(h) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledge, and thereafter, the pledge shall be entitled to vote the shares so transferred.

9. **Method of Voting.** Voting on any question or in any election may be by voice vote or show of hands unless the presiding officer shall order, or any shareholder shall demand, that voting be by written ballot.

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10. **Rules of Procedure.** To the extent applicable, Robert's Rules of Order shall govern the conduct of proceedings at all shareholders' meetings.

11. **Action Without Meeting.** Any action required by statute to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the shareholders. The signed consent, or a signed copy thereof, shall be placed in the minute book.

12. **Telephone and Similar Meetings.** Shareholders, Directors, and committee members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE II
Directors

1. **Management.** The business and affairs of the Corporation shall be managed by the Board of Directors.

2. **Number.** The number of Directors of the Corporation shall be not less than three (3) nor more than fifteen (15). The directors shall be elected at the annual meeting of the stockholders, and each director shall be elected to serve until his successor shall be elected and shall qualify, provided, that in the event of failure to hold such meeting or to hold such election of such meeting, such election may be held at any special meeting of the stockholders called for that purpose. Directors need not be stockholders.

3. **Qualifications.** In order to be a Director, a person must have the following qualifications: A Director must be a citizen of the United States.

4. **Election.** At the first annual meeting of shareholders, and at each annual meeting thereafter, the shareholder shall elect Directors to hold office until the next succeeding annual meeting.

5. **Term of Office.** Unless removed in accordance with these By-laws, each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified.

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6. **Removal.** Any director may be removed from his position as Director, either with or without cause, at any special meeting of shareholders if notice of intention to act upon the question of removing such director shall have been stated as one of the purposes for the calling of such meeting.

7. **Vacancy.** A particular directorship shall be considered to be vacant upon the happening of any one of the following events:

(a) Death of the person holding such directorship;

(b) Resignation of the person holding such directorship;

(c) Refusal of a person elected to a directorship to manifest his assent to serve;

(d) Removal of a Director at a special shareholders' meeting as provided in Section 6 of this Article of these By-Laws.

8. **Filling of Vacancy.** Any vacancy occurring in the Board of Directors shall be filled at the next meeting of the Board of Directors following the occurrence of such vacancy. Such vacancy shall be filed by the affirmative vote of a majority of the remaining Directors, though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in such directorship.

9. **Election to New Directorship.** In the event of the creation of one or more directorships by amendment of these By-Laws, then any directorship to be filled by reason of such an increase in the number of directors shall be filled by election at an annual meeting of the shareholders or a special meeting of the shareholders called for that purpose.

10. **Quorum.** A majority of the directors shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at said meeting which shall be so adjourned.

11. **Executive Committee.** The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate two or more Directors to constitute an Executive Committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the corporation, except where action of the Board of Directors is specified by the Delaware Corporation Laws or other applicable law, but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any

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member thereof, of any responsibility imposed upon it or him by law. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required by the Board.

12. **Action Without Meeting.** Any action required or permitted to be taken at a meeting of the Executive Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the Executive Committee. Such consent shall have the same force and effect as a unanimous vote at a meeting. The signed consent, or a signed copy, shall be placed in the minute book.

13. **Regular Meetings.** A regular meeting of the Board of Directors may be held without other notice than this By-law, immediately after and at the same place as the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Delaware, for the holding of additional regular meetings without other notice than such resolution.

14. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, President or any two Directors. Notice of the call of special meetings shall be in writing and delivered for transmission to each of the Directors not later than during the third day immediately preceding the day for which such meeting is called. Notice of any special meeting may be waived in writing signed by the person or persons entitled to such notice; such waiver may be executed at any time before or after the time herein specified for the giving of such notice, but not later than the time specified in such notice for the holding of such special meeting. Attendance of a Director at a special meeting shall constitute a waiver of notice of such special meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business or the meeting is not lawfully called or convened.

15. **Place of Meetings.** Unless otherwise specifically provided in these By-Laws, all meetings of the Board of Directors shall be held at the principal place of business of the corporation; provided however, this provision of these By-Laws may be waived as to any particular meeting by written waiver signed by all of the Directors before the holding of such meeting, and this provision shall be considered as waived to any particular meeting by the attendance of all of the directors at such meeting without objection by any one of them at the time of convening of such meeting that such meeting is not being convened and held at the principal place of business of the Corporation.

16. **No Statement of Purpose of Meeting Required.** Neither the business proposed to be transacted, nor the purpose of any regular or special meeting of the Board of Directors, need be specified in the notice or waiver of notice of such meeting.

17. **Waiver by Unanimous Consent in Writing.** Any action required to be or

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which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board of Directors entitled to vote with respect to the subject matter thereof, and then delivered to the Secretary of the Corporation for inclusion in the minute book of the Corporation.

18. Specific Powers of Directors. Without prejudice to such general powers it is hereby expressly declared that the directors shall have the following powers, to-wit:

(1) To adopt and alter a common seal of the corporation.

(2) To make and change regulations, not inconsistent with these by-laws, for the management of the corporations business and affairs.

(3) To purchase and otherwise acquire for the corporation any property, rights or privileges which the corporation is authorized to acquire.

(4) To pay for any property purchased for the corporation either wholly or partly in money, stock, bonds, debentures or other securities of the corporation.

(5) To borrow money, and to make and issue notes, bonds, and other negotiable and transferable instruments, mortgages, deeds of trust and trust agreements, and to do every act and thing necessary to effectuate the same.

(6) To remove any officer for cause, or any officer other than the President summarily without cause, and in their discretion, from time to time, to devolve the powers and duties of any officer upon any other person for the time being.

(7) To appoint and remove or suspend such subordinate officers, agents or factors as they may deem necessary and to determine their duties, and fix, and from time to time change their salaries or remuneration, or to require security as and when they think fit.

(8) To confer upon any officer of the corporation the power to appoint, remove and suspend subordinate officers, agents and factors.

(9) To determine who shall be authorized on the corporation=s behalf to make and sign bills, notes, acceptances, endorsements, checks, releases, receipts, contracts and other instruments.

(10) To determine who shall be entitled to vote in the name and behalf of the corporation upon, or to assign and transfer any shares of stock, bonds, or other securities of other corporations held by this corporation.

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(11) To delegate any of the powers of the Board in relation to the ordinary business of the corporation to any standing or special committee, or to any officer or agent with power to sub-delegate), upon such terms as they think fit.

(12) To call special meetings of the stockholders for any purpose or purposes.

19. Compensation of Directors. Directors shall not receive any stated salary for their services as directors, but by resolution of the Board a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

ARTICLE III
Officers

1. Number. The officers of the Corporation may be: a Chairman of the Board, President, one or more Vice Presidents (the number to be determined by the Board of Directors), a Treasurer, a Secretary and such Assistant Secretaries, Assistant Treasurers or other officers as may be elected by the Board of Directors. Any two or more offices may be held by the same person.

2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of shareholders. Vacancies may be filled or new offices filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner herein provided.

3. Removal. Any officer or agent or member of the Executive Committee elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5. Chairman of the Board. The Chairman of the Board shall be the chief executive officer of the corporation and subject to the Board of Directors, shall be in general charge of the affairs of the corporation. He shall preside at all meetings of stockholders and of the Board of Directors, and he shall have power to call special meetings of the stockholders

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and directors for any purpose or purposes. He may sign and execute all authorized deeds, bonds, contracts, checks and other obligations in the name of the corporation. He shall do and perform such other duties as from time to time may be assigned to him by the Board of Directors.

6. **President.** The President shall be the principal operating officer of the Corporation and shall perform acts and duties in the management of the business and affairs of the Corporation in the absence of the Chairman of the Board. In the absence of the Chairman of the Board, he shall preside at meetings of the shareholders and of the Board of Directors. He shall sign certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

7. **Vice President(s).** In the absence of the President, or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

8. **The Treasurer**. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall:

(a) Have charge and custody of, and be responsible for, all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; and deposit all such moneys in the name of the corporation as shall be selected by the Board of Directors; and

(b) In general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

9. **The Secretary.** The Secretary shall:

(a) Keep the minutes of the shareholders' and Board of Directors' meetings in one or more books provided for that purpose;

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(b) See that all notices are duly given in accordance with the provisions of these By-laws or as required by law;

(c) Be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized in accordance with the provisions of these By-laws;

(d) Keep a register of the post office address of each shareholder;

(e) Sign, with the President, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors;

(f) Have general charge of the stock transfer books of the Corporation; and

(g) In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

10. **Assistant Treasurers and Assistant Secretaries.** The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries, as thereunto authorized by the Board of Directors, may sign with the President certificates for shares of the Corporation, the issue of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

11. **Salaries.** The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

ARTICLE IV
Contracts, Loans, Checks and Deposits

1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. **Loans.** No loans shall be contracted on behalf of the Corporation and no evidence

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of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

3. **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. **Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE V
Certificates for Shares and their Transfer

1. **Certificates for Shares.** Certificates representing whole shares or fractions of shares of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the President, the Executive Vice President or a Vice President, and by the Secretary or an Assistant Secretary, and shall be sealed with the seal of the Corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

2. **Transfer of Shares.** Transfers of shares of the Corporation shall be made only on the books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney hereunto, authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VI
Fiscal Year

The fiscal year of the Corporation shall begin on the first day of January in each year and end on the 31st day of December of the same year.

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ARTICLE VII
Dividends

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE VIII
Seal

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation.

ARTICLE IX
Amendment of By-Laws

These By-Laws may be amended by the Shareholders or the Directors at any annual meeting of the Shareholders or the Directors, or if notice of a proposal to amend these By-Laws and the respect in which proposed to be amended is given in any call of a special meeting of the Shareholders or Directors, at such special meeting.

David S. Zachry, President

ATTEST:

Timothy A. Watt, Secretary

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Resolution Authorizing Keith Sasich to Execute and Deliver NorthGate Constructors' Proposal

CERTIFIED COPY OF RESOLUTION

"NOW, THEREFORE, BE IT RESOLVED, that Bruce E. Grewcock, President of the Corporation, is hereby authorized to act on behalf of the Corporation and execute the letter dated July 15, 2008 to the Texas Department of Transportation confirming that the Corporation will provide the necessary guarantee for Kiewit Texas Construction L.P. with regard to the joint venture known as NorthGate Constructors, a Joint Venture, in the event that NorthGate Constructors, a Joint Venture is awarded the DFW Connector project."

* * * * * * * * * * * * *

I, Michael F. Norton, certify that I am the Secretary of Kiewit Construction Company, a Delaware Corporation ("Corporation").

I certify that: (1) The resolution quoted above was adopted by the Consent Action of the Board of Directors, signed by the sole director on July 15, 2008. (2) Any action of the directors of this Corporation may be taken without a formal meeting if all directors consent in writing. (3) The signed Consent Action has been filed in the minute book of the Corporation. (4) The resolution has not been revoked or amended and is now in full force and effect.

SIGNED AND SEALED on July 15, 2008.

Michael F. Norton, Secretary

[SEAL]

CERTIFIED COPY OF RESOLUTION

"WHEREAS, Kiewit Texas Construction L.P. is a Texas Limited Partnership (the "Partnership"). Kiewit Texas Co., a Delaware corporation, is the General Partner of the Partnership and Kiewit Frontier Inc., a Delaware corporation, is the Limited Partner of the Partnership; and

WHEREAS, the Partnership and Zachry Construction Corporation are co-venturers in a joint venture known as NorthGate Constructors, a Joint Venture (the "Joint Venture"). The Joint Venture desires to submit a proposal to the Texas Department of Transportation, Texas Turnpike Authority Division (the "Proposal") with regard to construction of the DFW Connector Project (the "Project").

NOW, THEREFORE, BE IT RESOLVED, that Keith N. Sasich be and is hereby authorized to act on behalf of the Joint Venture, as its representative, and to execute and deliver the Proposal and all related documents for the Project, including the Comprehensive Development Agreement and the Capital Maintenance Agreement, and that his execution thereof shall be the official act and deed of the Joint Venture."

* * * * * * * * * * * * *

I, Michael F. Norton, certify that I am the Secretary of Kiewit Texas Construction L.P., a Texas Limited Partnership (the "Partnership").

I certify that: (1) The resolution quoted above was adopted by the Consent Action of Kiewit Texas Co., General Partner and Kiewit Frontier Inc., Limited Partner, of and on behalf of the Partnership, signed by each partner on July 10, 2008. (2) Any action of the partners of this Partnership may be taken without a formal meeting if both partners consent in writing. (3) The signed Consent Action has been filed in the minute book of the Partnership. (4) The resolution has not been revoked or amended and is now in full force and effect.

SIGNED AND SEALED on July 10, 2008.

Michael F. Norton, Secretary

[SEAL]

CERTIFIED COPY OF RESOLUTION

"WHEREAS, Kiewit Texas Construction L.P. is a Texas Limited Partnership (the "Partnership"). Kiewit Texas Co., a Delaware corporation, is the General Partner of the Partnership and Kiewit Frontier Inc., a Delaware corporation, is the Limited Partner of the Partnership; and

WHEREAS, the Partnership and Zachry Construction Corporation are co-venturers in a joint venture known as NorthGate Constructors, a Joint Venture (the "Joint Venture"). The Joint Venture desires to submit a proposal to the Texas Department of Transportation, Texas Turnpike Authority Division (the "Proposal") with regard to construction of the DFW Connector Project (the "Project").

NOW, THEREFORE, BE IT RESOLVED, that Keith N. Sasich be and is hereby authorized to act on behalf of the Joint Venture, as its representative, and to execute and deliver the Proposal and all related documents for the Project, including the Comprehensive Development Agreement and the Capital Maintenance Agreement, and that his execution thereof shall be the official act and deed of the Joint Venture."

* * * * * * * * * * * * *

I, Michael F. Norton, certify that I am the Secretary of Kiewit Texas Construction L.P., a Texas Limited Partnership (the "Partnership").

I certify that: (1) The resolution quoted above was adopted by the Consent Action of Kiewit Texas Co., General Partner and Kiewit Frontier Inc., Limited Partner, of and on behalf of the Partnership, signed by each partner on July 10, 2008. (2) Any action of the partners of this Partnership may be taken without a formal meeting if both partners consent in writing. (3) The signed Consent Action has been filed in the minute book of the Partnership. (4) The resolution has not been revoked or amended and is now in full force and effect.

SIGNED AND SEALED on July 10, 2008.

Michael F. Norton, Secretary

[SEAL]

CERTIFICATE OF SECRETARY

I CERTIFY THAT:

I am the duly qualified and acting Assistant Secretary of Zachry Construction Corporation, a duly organized and existing Delaware corporation (the "Corporation").

The Board of Directors of Zachry Construction Corporation adopted the following resolutions pursuant to Special Consent of Directors In Lieu of Meeting dated July 1, 2008:

RESOLVED, that the President and each Vice President of the Corporation (each an "**Authorized Person**") are each authorized, empowered, and directed to take all actions and to execute, deliver, and perform for or on behalf of the Corporation all instruments, documents, agreements, certificates, or writings, and any amendments thereof, as such Authorized Person deems advisable in connection with the Corporation's participation in the DFW Connector Project (the "**Project**"), as outlined in the Request for Proposals issued by the Texas Department of Transportation on March 28, 2008, as it has been amended and supplemented from time to time (the "**RFP**"), including, without limitation, the Joint Venture Agreement forming Northgate Constructors, a Joint Venture (the "**Joint Venture**"), the proposal submitted by the Joint Venture in response to the RFP (the "**Proposal**"), and each other document, instrument, certificate or writing contemplated to be signed by the Corporation in connection with the Proposal.

FURTHER RESOLVED, that Keith Sasich, as an authorized agent of the Corporation, is authorized, empowered, and directed to execute the Proposal and each other document, instrument, certificate or writing contemplated to be signed by the Corporation in connection with the Joint Venture's submission of the Proposal.

FURTHER RESOLVED, that all actions by the officers and employees of the Corporation taken and performed up to the date hereof with respect to the Project, the formation of the Joint Venture, and the Proposal, and any other related transactions or occurrences be, and they hereby are, approved, ratified and confirmed in all respects.

FURTHER RESOLVED, that each officer of the Corporation is authorized, empowered, and directed to take all further actions to execute and deliver, for and on behalf of the Corporation all other instruments, documents, agreements, or writings and to take such other action as such officer deems advisable to consummate the transactions contemplated pursuant to these Resolutions.

FURTHER RESOLVED, that the Secretary of the Corporation and any Assistant Secretary of the Corporation are each authorized, empowered, and directed to certify and attest to any documents, including without limitation, the Articles of Incorporation of the Corporation, the Bylaws of the Corporation, Certificates of Incumbency, Board of Directors' Resolutions, and Certificates of Authority, that the Secretary or Assistant Secretary may deem necessary or appropriate to consummate the

transactions contemplated pursuant to these Resolutions, provided that such attestation not be required for the validity of any particular document.

The above resolutions are in conformity with the Articles of Incorporation and By-Laws of the Corporation, has never been modified or repealed, and is now in full force and effect.

DATED: July 11, 2008

(S E A L)

Sheralyn F. Griffin, Assistant Secretary

Evidence of Signatory Authority

SPECIAL BOARD OF DIRECTORS MEETING

PB Americas, Inc.

July 1, 2008

The meeting commenced with a quorum present.

The subject of the Company's doing business with the Texas Department of Transportation ("Department") was discussed and it was:

RESOLVED, that Dale Moeller, a Vice President of PB Americas, Inc. is currently authorized to sign any and all contract certification forms for the DFW Connector Project in compliance with Texas Department of Transportation requirements.

There being no further business the meeting was adjourned.

Thomas G. Defeis
Assistant Corporate Secretary

CERTIFICATION

I, Thomas G. Defeis, Assistant Secretary of PB Americas, Inc. d/b/a Parsons Brinckerhoff Americas Inc. certify that the attached resolution is a true copy and that Dale Moeller, a Vice President of the Company, is authorized to sign contract certifications forms for the DFW Connector Project in compliance with Texas Department of Transportation requirements.

Thomas G. Defeis
Assistant Secretary

RESOLUTION of
J. D. Abrams, L. P.

RESOLVED, that in connection with the Proposal by NorthGate Constructors for the DFW Connector Comprehensive Development Project (the "Project") for the Texas Department of Transportation (1) Jon F. Abrams and William G. Burnett are each authorized for and on behalf of J. D. Abrams, L. P. ("Abrams") to execute the Request for Proposal Forms for Abrams and that any such documents so executed and delivered, or action so taken, is valid as to Abrams.

I certify that:

I am duly qualified as President/Chief Executive Officer of J. D. Abrams, L. P., a Texas Limited Partnership.

Dated: July 15, 2008

Jon F. Abrams

BRIDGEFARMER & ASSOCIATES, INC.
DALLAS · AUSTIN
Celebrating 30 Years of Excellence
2006 & 2007 Engineering Excellence Award Winner

July 15, 2008

To whom it may concern

This is to certify that Mansoor Ahsan is the officer of Bridgefarmer and is authorized to enter in a contract on behalf of Bridgefarmer. He has the signature authority to execute a contract to represent Bridgefarmer & Associates, Inc.

Very truly yours,
BRIDGEFARMER & ASSOCIATES, INC.

Mansoor Ahsan, P.E.
Chief Executive Officer

THUNDERING HERD
www.bridgefarmer.com

12801 N. Central Expressway
Suite 400
Dallas, Texas 75243-1716

15901 Central Commerce Drive
Suite 102
Pflugerville, Texas 78660

Dallas (972) 231-8800
Austin (512) 990-0200
FAX (972) 231-5900

Kimley-Horn
and Associates, Inc.

Certificate of Secretary

P.O. Box 33068
Raleigh, North Carolina
27636-3068

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the annual meeting duly held on April 15, 2007 and entered in the minutes of such meeting in the minute book of the corporation.

> "Resolved that the individuals named on the attached lists are authorized contract signers for the corporation (see attachments)."

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: October 4, 2007.

Richard N. Cook, Secretary

(corporate seal)

KIMLEY-HORN AND ASSOCIATES, INC.
CORPORATE SEAL
N.C.

TEL 919 677 2000
FAX 919 677 2050

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 2006

TEXAS

DALLAS
Bartlett, Donald L.
Frysinger, Chris V.
Hall, James R.
Henigsman, Dean A.
Swindler, Roderick P.
Van Leeuwen, Andrew
Whalen, Thomas L.
Wilshire, Roy L.

ATSER
Advanced Technology Science Engineering Research

1150 Richcrest Drive
Houston, Tx. 77060
281-999-9961
Fax 281-999-9962

June 30, 2008

NorthGate Constructors

To Whom It May Concern:

This letter is written to affirm that Robert B. Bledsoe, President, has the signature authority to act on behalf of ATSER, LP. This includes the signature of certain documents relating to ATSER's submittals to NorthGate Constructors for the DFW Constructors project.

If you have any questions concerning this letter, please contact me.

Sincerely,

D.F. Martinez, PhD, P.E.
Chief Executive Officer
And
Chairman of the Board

Bohannan Huston INC.

310 East I-30
Suite 100
Garland, TX
75043
www.bhinc.com

voice: 972.226.8181
facsimile: 972.226.8184
toll free: 866.791.8100

July 3, 2008

To whom it may concern

This is to certify that Bradley E. Adams is an officer of Bohannan Huston, Inc. and is authorized to enter in a contract on behalf of Bohannan Huston, Inc. He has the signature authority to execute a contract to represent Bohannan Huston, Inc.

Very truly yours,
BOHANNAN HUSTON, INC.

Bradley E. Adams, P.E.
Senior Vice President & Managing Principal

CSJ ENGINEERING ASSOCIATES

ENGINEERING CONSULTANTS

ORIGINAL

June 30, 2008

Mr. Ryan Sanders
Kiewit Texas Constructors, L. P.
13119 Old Denton Road
Fort Worth, Texas 76177-2403

Email: ryan.sanders@kiewit.com
Original Hardcopy to follow

Re: Evidence of Signatory Authority

Mr. Sanders,

This is to certify that I, John T. Schulte, currently residing at 107 Clarks Grove, City of Hutto, County of Williamson, State of Texas is the sole Principal of and has *Signatory Authority* for CSJ Engineering Associates, Post Office Box 16116, Austin, Texas 78761-6116.

CSJ Engineering Associates is a Texas Sole Proprietorship Business created in the State of Texas, as John T. Schulte Doing Business As (DBA) filed and recorded under the *Assumed Name Records Certificate of Ownership for Unincorporated Business or Profession* in the Travis County Clerk's Office located on 5501 Airport Boulevard, in the City of Austin, County of Travis, State of Texas, on the 15th day of February, 2008, whereas said *Certificate of Ownership* states there is/are no other ownership(s) in said business other than John T. Schulte.

I have enclosed a copy of the original *Assumed Name Records Certificate of Ownership for Unincorporated Business or Profession* as mentioned above for supporting documentation of *Evidence of Signatory Authority* for John T. Schulte.

Sincerely,

John T. Schulte
Principal
CSJ Engineering Associates
Post Office Box 16116
Austin, Texas 78761-6116
Telephone: 1-512-750-3973
Email: jtschulte@csj.us.com

Encl: CSJ Engineering Associates *Assumed Name Records Certificate of Ownership for Unincorporated Business or Profession*

AN 2008023900
2 PGS

DANA DeBEAUVOIR
Travis County Clerk
(512) 854-9188
P. O. Box 149325, Austin, Texas 78714-9325
5501 Airport Blvd, Austin, Texas 78751
www.co.travis.tx.us

COPY

Assumed Name Records Certificate of Ownership
For Unincorporated Business or Profession

Notice: "Certificates of Ownership" are valid only for a period not to exceed 10 years from the date filed in the County Clerk's Office (Chapter 36, Section 1, Title 4 of the Business and Commerce Code). This Certificate properly executed is to be filed immediately with the County Clerk.

Business Name
CSJ ENGINEERING ASSOCIATES

Business Address
POST OFFICE BOX 161116

City AUSTIN **State** TX **ZIP Code** 78761

This Assumed Name will be used for 10 years unless indicated here: _____

Business is to be conducted as (check one):

- [x] Proprietorship
- [ ] Joint Venture
- [ ] Real Estate Investment Trust
- [ ] Joint Stock Company
- [ ] Limited Partnership
- [ ] Sole Practitioner
- [ ] General Partnership
- [ ] Other (name type) _____

I/WE, the undersigned, are the owner(s) of the above business and my/our name(s) and address(es) given is/are true and correct and There is/are no ownership(s) in said business other than those listed herein below. Names of owners:

Name JOHN T. SCHULTE Signature _____
Residence Address 107 CLARKS GROVE City HUTTO State TX ZIP 78634

Name _____ Signature _____
Residence Address _____ City _____ State ____ ZIP _____

Name _____ Signature _____
Residence Address _____ City _____ State ____ ZIP _____

FOR USE BY NOTARY AND CLERK OF THE COURT, DEPUTY. *The State of Texas and County of Travis:*

Before me, the undersigned authority, on this day personally appeared: John T. Schulte *known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they signed the same purpose and consideration therein expressed. Given under my hand and seal of office, on* FEB 15, *20* 08.

Signature of Notary Public in and for the State of Texas or Clerk of the Court, Deputy

K. HAYWOOD *Seal of the Notary Public or Clerk of the Court, Deputy*

INFORMATION WHERE DOCUMENT SHOULD BE RETURNED (to be completed by applicant):
In the spaces below, clearly print the name, address, city, state, and ZIP code where this document should be returned:

JOHN T. SCHULTE
107 CLARKS GROVE
HUTTO, TEXAS 78634

Form of identification presented: _____

COPY

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Feb 15 04:11 PM 2008023900

HAYWOODK $16.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

FILED
In the Office of the
Secretary of State of Texas
JAN 13 2003
Corporations Section

ARTICLES OF INCORPORATION

OF

HAYDEN CONSULTANTS, INCORPORATED

ARTICLE ONE
CORPORATE NAME

The name of the corporation is HAYDEN CONSULTANTS, INCORPORATED.

ARTICLE TWO
REGISTERED AGENT AND REGISTERED OFFICE

The initial registered agent is an individual resident of the state whose name is set forth below:

Name	Address
Rachel R. Hayden, P.E.	6346 Vanderbilt Avenue Dallas, Texas 75214

The street address of its initial registered office is 6346 Vanderbilt Avenue, Dallas, Texas 75214.

ARTICLE THREE
DIRECTORS

The number of directors constituting the initial board of directors is one (1) and the name and address of the person who is to serve as director until the first annual meeting of the shareholders or until their successors are elected and qualified is:

Name	Address
Rachel R. Hayden, P.E.	6346 Vanderbilt Avenue Dallas, Texas 75214

ARTICLE FOUR
AUTHORIZED SHARES

The aggregate number of shares which the corporation shall have authority to issue is One Million shares having a par value of one dollar ($1.00) per share.

ARTICLE FIVE
INITIAL CAPITALIZATION

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of not less than One Thousand Dollars ($1,000.00).

ARTICLE SIX
DURATION

The period of its duration is perpetual.

ARTICLE SEVEN
PURPOSE

The purpose for which the corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE EIGHT
INCORPORATOR

The name and address of the incorporator is:

Name	Address
Rachel R. Hayden, P.E.	6346 Vanderbilt Avenue Dallas, Texas 75214

ARTICLE NINE
EXECUTION

The undersigned incorporator signs these articles of incorporation subject to the penalties imposed by law for the submission of a false or fraudulent document.

Rachel R. Hayden, Incorporator

01/07/03
Date

IEA
Innovative Engineering Associates

July 3, 2008

To Whom It May Concern:

This is to certify that I am the Chief Executive Officer of IEA, Inc., a Texas based corporation. I am authorized to sign all contract documents for the firm.

Very truly yours,

Shakeel Ahmed, P.E.
Chief Executive Director
IEA, Inc.
sahmed@ieaworld.com
Phone: 214-884-4253 X 101
Fax: 214-884-4258

IEA, Inc.
17772 Preston Rd, 201
Dallas, TX 75252
(214) 884-4253

Legal Signature

Lina T. Ramey & Associates, Inc. (LTRA) is a corporation chartered in the State of Texas. The corporation has one registered agent/officer, Lina Ramey, PE that is able to sign any contract on behalf of the corporation. Shown on this page are the articles of incorporation for LTRA, certificate of account status and an extract of the corporate bylaws showing the corporation's registered agent.

ARTICLE SEVEN

The number of Directors constituting the initial Board of Directors is one (1) and the name and address of such person who is to serve as Director until the successors are elected and qualified is as follows:

Lina T. Ramey, P.E.
11017 Milhof Dr.
Dallas, Tx 75228

ARTICLE EIGHT

The name and address of the incorporator is:

Lina T. Ramey, P.E.
11017 Milhof Dr.
Dallas, Tx 75228

The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION

OF

LINA T. RAMEY & ASSOCIATES, INCORPORATED
CHARTER NUMBER 01499401

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JULY 23, 1998

EFFECTIVE JULY 23, 1998

Alberto R. Gonzales, Secretary of State

LTRA
Lina T. Ramey
& Associates, Inc.

OLDFIELD DAVIS, INC.

UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS

IN LIEU OF ANNUAL MEETING

MAY 28, 2008

Pursuant to the provision of Article 9.10 of the Texas Business Corporation Act, the undersigned, being all of the directors of Oldfield Davis, Inc., a Texas corporation, (the "Company"), do hereby consent to the taking of the following action upon the written consent of the directors of the Company to the same effect and for all purposes as if an actual meeting of the board of directors had been held on May 28, 2008, in the offices of the Company at 2910 N. Hall Street, Dallas, Texas, and the action set forth below shall constitute the valid corporate action of the directors of the Company and shall have the same force and effect as if such action had been authorized and taken at a formal meeting of the directors duly convened and held on such date and as if all directors were present in person at such meeting and unanimously voted in favor thereof, such written consent to be filed by the Secretary of the Company with the minutes of the directors, to wit:

RESOLVED, that all actions taken for or on behalf of the company by the officers and the directors of the Company, since the last annual meeting of Shareholders of the Company be, and such actions hereby are in all respects, ratified, adopted, confirmed and approved; and

RESOLVED, that Rachel Mostert Davis, sole shareholder of the Corporation, is re-elected to her positions as Chairman of the Board and President of the Corporation.

IN WITNESS WHEREOF, the undersigned have hereunder subscribed their names as all of the directors of Oldfield Davis, Inc., a Texas Corporation, as of the 28th day of May, 2008, in attestation of the accuracy of the foregoing Unanimous Written Consent of Board of Directors, of their approval of all action as recited therein, and of the approval of the taking of such action by Unanimous Written Consent of Board of Directors rather than by formal meeting of the Board of Directors.

DIRECTORS:

Rachel Mostert Davis

Rachel Mostert Davis

O. R. Colan
ASSOCIATES
REAL ESTATE SOLUTIONS FOR PUBLIC AGENCIES

July 11, 2008

Mr. Ryan Sanders
Kiewitt Texas Construction, LP
13119 Old Denton Road
Fort Worth, Texas 76137

Ref: NorthGate Constructors DFW Connector Proposal

Dear Mr. Sanders:

This letter certifies that Catherine Colan Muth, CEO, and Stephen J. Toth, COO, both retain signatory authority to act on behalf of O. R. Colan Associates of Illinois, LLC. Either person is authorized to sign on behalf of the company. (Both signatures are not required.)

ORC looks forward to working with NorthGate Constructors on this project.

Sincerely,

Stephen J. Toth
Chief Operating Officer
O. R. Colan Associates of Illinois, LLC

22710 Fairview Center Drive • Fairview Park, Ohio 44126
PHONE (888) 420-4090 • FAX (440) 827-6122

PROFESSIONAL SERVICE INDUSTRIES, INC.

RESOLUTION

Pursuant to the authority given to Garrett Smith, Assistant Secretary, by Professional Service Industries, Inc. (the "Corporation") Board Resolution dated March 5, 1990, the following resolution was passed at a formal meeting in Oakbrook Terrace, Illinois on the below date:

BE IT RESOLVED, that Douglas Dayton, P.E., Executive Vice President of the Corporation, in the normal course of his duties and responsibilities as assigned by the Corporation, is empowered to execute in the name of and on behalf of the Corporation contracts for professional services with the Kiewit Corporation, known as the "Organization".

BE IT FURTHER RESOLVED, that the foregoing authority shall be and continue in full force and effect until revoked or modified by written notice. Said Organization is hereby authorized and directed to at all times rely upon the last notice received by it or any resolution as to the foregoing authority when such notice bears this Corporation's Seal and is signed by one purporting to be its Assistant Secretary.

AND BE IT FURTHER RESOLVED, that the Assistant Secretary of the Corporation is authorized to certify under the Corporate Seal of the Corporation, and said Organization is hereby authorized to rely upon such certification of the Assistant Secretary of the Corporation until it is formally advised of any changes therein by a subsequent certificate and under the Corporate Seal.

IN WITNESS WHEREOF, I have affixed my name as Assistant Secretary, and have caused the Corporate Seal of Professional Service Industries, Inc., to be hereto affixed, this 30th day of June, 2008.

Garrett Smith
Assistant Secretary

PSI-08-401

Public Information Associates
Box 570, Allen, TX 75013 214-495-0403 (v) 214-495-0479 (f)

June 30, 2008

Mr. Mark Hildebrand
NorthGate Constructors
Kiewit Texas Construction, L.P.
13119 Old Denton Road
Fort Worth, TX 76137

Dear Mr. Hildebrand,

I have been asked to provide evidence of signature authority for my firm, Public Information Associates (PIA).

PIA is a sole proprietorship registered in Collin County as Judy Meyer DBA Public Information Associates. I am the sole "principal" of the company and am authorized to sign all documents for the firm.

I have attached a copy of the Collin County registration for PIA as backup material.

I hope this fulfills the request to provide signature authority.

Please let me know if I need to provide any additional information. I can be reached at 214-495-0403 or at Judy.Meyer@publicinformationassociates.com.

Thanks!.

Best regards,

Judy A. Meyer

Judy A. Meyer

OFFICE OF COUNTY CLERK, COLLIN COUNTY, TEXAS
200 S. MCDONALD, ANNEX A, SUITE 120 MCKINNEY, TEXAS 75069

ASSUMED NAME CERTIFICATE
OF OWNERSHIP FOR UNINCORPORATED BUSINESS OR PROFESSION

NOTICE: "CERTIFICATES OF OWNERSHIP" ARE VALID ONLY FOR A PERIOD NOT TO EXCEED 10 YEARS FROM THE DATE FILED IN THE COUNTY CLERK'S OFFICE. (Chapter 36, Sect. 1, Title 4- Business and Commerce Code)

1. Public Information Associates
Name in which Business or Professional service is or will be conducted (Please type or print)

2. 1000 Honeysuckle Lane City Allen State TX Zip 75002
Business Address (Physical address located in Collin County, no P.O. Box)

3. The Period, not to exceed 10(ten) years, during which the assumed name will be used is: 10 years.

4. The Business or Professional service that is or is to be conducted or rendered in the county under this assumed name is being or will be conducted or rendered as a: (Check applicable one)

✓ Proprietorship ____ Sole Practitioner ____ General Partnership ____ Limited Partnership
____ Joint Venture ____ Joint Stock Company ____ Real Estate Investment Trust
____ Some other form of unincorporated business or professional association or entity: ____

5. List the name(s) and complete street address of all person(s) conducting business under the above Assumed Name.

Name (Please Print)	Street	City	State	Zip
Judy Meyer	1000 Honeysuckle Lane	Allen	TX	75002

To certify which witness My hand the 4th day of September, 20 03

Signature Judy A. Meyer ID# [illegible] (Statement DL/ID, Passport, etc.) exp 7-25-07 -57

Signature ____ ID# ____

Signature ____ ID# ____

Signature ____ ID# ____

THE STATE OF TEXAS)
COUNTY OF COLLIN) BEFORE ME, BRENDA TAYLOR, COUNTY CLERK,
in and for said County and State, on this day personally appeared Judy A. Meyer,
known to me to be the person(s) whose name(s) subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose therein expressed.

Given under my hand and seal of office, this 4th day of Sept, 20 03

(Seal) BRENDA TAYLOR, COUNTY CLERK
Anna Belle Darling, DEPUTY

Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk

On Sep 04 2003
At 11:27am

Doc/Num : 2003- 0006244

Recording/Type:KEL 9.50
Receipt #: 246913

PwrSolutions, Inc. 2777 Stemmons Freeway
Suite 1520
Dallas, TX 75207

July 3, 2008

To Whom It May Concern:

This is to certify that I the President and Chief Operating Officer of PwrSolutions, Inc. a Texas based corporation. I am authorized to sign all contract documents for the fiem.

Sincerely,

Sunil Talati, President
PwrSolutions, Inc.

Phone: (214) 678-1190 Fax: (214) 678-1195

STL
ENGINEERS

GEOTECHNICAL ENGINEERING

CONSTRUCTION MATERIALS TESTING

ENVIRONMENTAL CONSULTING

July 2, 2008

Mr. Ryan Sanders
Kiewit Texas Construction, L.P.
13119 Old Denton Road
Fort Worth, TX 76137

RE: DFW Connector Forms; Evidence of Signature Authority

Dear Mr. Sanders:

Scott M. Pettit, P.E., Vice President, is a Principal of the company. Mr. Pettit is authorized to act on behalf of STL Engineers.

We look forward to this teaming opportunity on the DFW Connector. Please call us with any questions.

Sincerely,

STL ENGINEERS

Arcilia Acosta
President

8908 AMBASSADOR ROW
DALLAS, TEXAS 75247
TELEPHONE 214.630.3800
FACSIMILE 214.630.3898

www.stlengineers.com
M/WBE ♦ DBE ♦ HUB ♦ HUBZone

THE TRANSTEC GROUP

7 July 2008

Mr. Ryan Sanders
Kiewit Texas Construction, LP
13119 Old Denton Road
Fort Worth, Texas 76137

Re: NorthGate Constructors DFW Connector Proposal

Dear Mr. Sanders:

This letter certifies that Mr. Dan K. Rozycki, President, and Dr. Robert O. Rasmussen, Vice President, both retain signatory authority to act on behalf of The Transtec Group. Either person is authorized to sign on behalf of the company. (Both signatures are not required.)

We look forward to working with NorthGate Constructors. Thank you for this opportunity.

Best regards,

Dan K. Rozycki, President
The Transtec Group, Inc.

6111 Balcones Drive, Austin, Texas 78731 . T 512.451.6233 . F 512.451.6234 . www.thetranstecgroup.com

Form B-1

IDENTIFICATION OF PROPOSER AND EQUITY PARTICIPANTS —Form B-1

NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, fax, e-mail)	ROLE IN ORGANIZATION	Texas Contractor License and License Limit (if applicable)	Description of Work/Services To Be Performed By Entity (if applicable)
NorthGate Constructors, a Joint Venture 13119 Old Denton Road Fort Worth, Texas 76177 Doug Glaser 817-337-7000 (P) 817 337-7001 (F) Doug.Glaser@kiewit.com	Proposer/ Developer	N/A	Developer
Kiewit Texas Construction L.P. 13119 Old Denton Road Fort Worth, Texas 76177 Doug Glaser 817-337-7000 (P) 817 337-7001 (F) Doug.Glaser@kiewit.com	NorthGate Constructors, Equity Participant Managing Partner	N/A	N/A
Kiewit Construction Company 3555 Farnam Omaha, Nebraska 68131 Scott Cassels 402-342-2052 (P) 402-271-2920 (F) Scott.Cassels@kiewit.com	Guarantor for Kiewit Texas Construction L.P.	N/A	N/A

Zachry Construction Corporation **P. O. Box 241948,** **San Antonio, Texas 78224** **Jean Abiassi** **210-554-3715 (P)** **210-475-8201 (F)** **Jean.Abiassi@zachrycorp.com**	**NorthGate Constructors, Equity Participant**	**N/A**	**N/A**
Zachry Corporation **P.O. Box 240130** **San Antonio, Texas 78224** **Greg Hale** **210-475-8010 (P)** **210-475-8201 (F)** **Greg.Hale@zachrycorp.com**	**Guarantor for Zachry Construction Corporation**	**N/A**	**N/A**

The above information is true, correct and accurate.

Executed: July 15, 2008

NorthGate Constructors, a Joint Venture

By: Kiewit Texas Construction L.P. – Managing Partner

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Construction L.P.

Form B-2

INFORMATION ABOUT PROPOSER ORGANIZATION—Form B-2

1.0 Name of Proposer: NorthGate Constructors, a Joint Venture

Name of Developer NorthGate Constructors, a Joint Venture

2.0 Type of entity Proposer: Joint Venture

Developer: Joint Venture

3.0 Proposer's address: 13119 Old Denton Road
Fort Worth, TX 76177
817-337-7000 Telephone
817-337-7000 Facsimile

4.0 How many years has the Proposer, Developer and each Equity Participant been in its current line of business, and how many years has each entity been in business under its present name?

Name	No. of years in business	No. of years under present name
NorthGate Constructors	1 year	1 year
Kiewit Texas Construction L.P.	18 years	2 years
Zachry Construction Corporation	83 years	7 months (restructure occurred 01/01/08) See Attachment B-2.1
Zachry Corporation	7 months	7 Months

5.0 Under what other or former names have the Proposer, Developer and Equity Participants operated?

Proposer: NorthGate Constructors, a Joint Venture No other or former names

Kiewit Texas Construction L.P.: Gilbert Texas Construction, L.P.

Gilbert Texas Construction Corporation

Zachry Construction Corporation: H. B. Zachry Company

ZCC Corp.

6.0 The Proposer shall review its QS previously submitted to TxDOT and list below any Key Personnel and other key staff members and their relevant experience that have been approved by TxDOT since the submission of the QS. Except as updated by the following information, the Proposer's QS is hereby incorporated as if set forth in full and the Proposer represents and warrants to TxDOT that the information set forth in the QS, except as set forth herein, is true, complete and accurate in all respects and does not contain any misleading or incorrect information. Attach separate sheets if necessary.

See Attachment B-2.2

7.0 List all Texas licenses held by the Proposer, Developer and any Equity Participants. Attach copies of all Texas licenses. Attach a separate sheet if necessary.

NorthGate Constructors, a Joint Venture, Kiewit Texas Construction L.P. and Zachry Construction Corporation do not hold General Contractors licenses as the state of Texas does not require General Contractors license but we will secure any necessary permits and license to complete the scope of work.

8.0 The Proposal shall include the following information regarding the Surety(ies) committing to provide the bonds in accordance with Section 8 of the CDA and Section 7 of the Maintenance Agreement:

(a) Name(s), address(es) and phone numbers of the Surety(ies) that will provide the above-referenced bonds (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company), and the name(s), address(es) and phone number(s) of the designated agent(s).

Kiewit Texas Construction L. P. : Surety:

Travelers Casualty and Surety Company, One Tower Square, Hartford, CT 06183
Mark Costello; Branch Manager, Phone 402-498-4601

Zachry Construction Corporation: Co-Surety Agreement Including:

1) Travelers Surety, 2700 N.E. Loop 410, Suite 125, San Antonio, TX 78217
Terry W. Nielsen, Branch Manager, Phone 210-527-3201

2) Zurich North American, 12222 Merit Drive, Suite 700 Dallas, TX 75251
Beth Adler, Sr. Regional Vice President, Phone 972-774-2221

3) Federal Insurance Company, 2000 West Loop South, Suite 1800, Houston TX 77027-3500, Kime Keimig, Surety Manager, Phone 713-297-4600

(b) Whether or not each listed Surety has defaulted on any obligation within the past ten years, and, if so, a description of the circumstances and the outcome of such default.

Kiewit Texas Construction L. P.: The bonding companies listed in 8.0 (a) for Kiewit Texas Construction L.P. has not defaulted on any of its obligations as a surety in the past ten years.

Zachry Construction Corporation: The bonding companies listed in 8.0 (a) for Zachry Construction Corporation has not defaulted on any of its obligations as a surety in the past ten years.

STATE OF: Texas

COUNTY OF: Tarrant

Each of the undersigned, being first duly sworn, deposes and says that Keith Sasich is the President of Kiewit Texas Construction L.P. and Jean Abiassi is the Vice President of Zachry Construction Corporation, which entity(ies) are the Equity Participants of NorthGate Constructors, the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

(Signature)

Keith Sasich
(Name Printed)

President, Kiewit Texas Co. – General Partner
(Title)

Subscribed and sworn to before me this 15th day of July 2008.

NEPHI E. JOHANSON NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-07-10

Notary Public in and for said County and State

[Seal]

My commission expires: 10/7/10

STATE OF: Texas

COUNTY OF: Tarrant

Each of the undersigned, being first duly sworn, deposes and says that Keith Sasich is the President of Kiewit Texas Construction L.P. and Jean Abiassi is the Vice President of Zachry Construction Corporation, which entity(ies) are the Equity Participants of NorthGate Constructors, the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

(Signature)

Jean Abiassi

(Name Printed)

Vice President, Zachry Construction Corporation

(Title)

Subscribed and sworn to before me this ____ day of ___, 2008.

SANDRA A. DEHOYOS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 02-07-2012

Notary Public in and for
said County and State

[Seal]

My commission expires: 02-07-2012

Zachry Construction Corporation is a family-owned construction company that traces its roots back three generations to H.B. Zachry Company, founded in 1924. Zachry companies have grown and re-organized several times over their 84-year history in response to market opportunities and the demands of their customers. Due to significant growth in all business units, Zachry decided in 2007 to realign their five construction business units along industry lines to provide greater strategic focus on growth opportunities and operational performance. The two business units that focus on civil construction (Heavy/Highway and Building) were transferred to a new entity named Zachry Construction Corporation and the three business units that focus on industrial construction and maintenance (Power, Industrial Process, and Industrial Services) changed its name to Zachry Industrial, Inc. so as to be reflective of its business markets. This reorganization became effective January 1, 2008. Zachry Construction Corporation retained its leaders and employees, as well as the knowledge base associated with those leaders, employees and work history.

Attachment B-2.2

Project Director	Keith Sasich
Deputy Project Director – Construction	Steve Medina
Deputy Project Director – Design and Administration	Rob Anderson
Public Relations Manager	Hunter Sydnor
Right-of-Way Manager	Steve Evans
Utility Manager	John Schulte
Design-Build Coordination Manager\	Tim Nelson
Design Manager	Dale Moeller, P.E.
Construction Manager - Structures	Reg Carson
Construction Manager - Paving	Jay Knez
Professional Services Quality Control Manager	David Williams, P.E.
Construction Quality Control Manager	Mark Brown, P.E.
Environmental Compliance Manager	John Rutkauskas
Independent Professional Services Quality Review Manager	Rachel Hayden, P.E.
Independent Construction Quality Acceptance Manager	Robert Arizola, P.E./Robert Schenck, P.E.
Maintenance Manager	Tom Ross
Maintenance QC Manager	Anthony Crockett

Form B-3

INFORMATION ABOUT MAJOR PARTICIPANTS, MAJOR PROFESSIONAL SERVICES FIRMS AND IDENTIFIED SUBCONTRACTORS—Form B-3

Proposer Name: NorthGate Constructors, a Joint Venture

Entity Name / Contact	Address of Head Office	Telephone / Fax	Specialty / Assignment
J.D. Abrams, L.P. **Bill Burnett**	111 Congress Ave., Ste 2400, Austin, TX 78701	P) 512/322-4001 F) 512/322-4018	Exclusive Subcontractor
PB Americas, Inc. dba Parsons Brinkerhoff Americas Inc. **Dale Moeller**	One Penn Plaza New York, NY 10119	P) 212/465-5000 F) 212/465-5096	Lead Designer
Bridgefarmer & Associates, Inc. **Jim Langston**	12801 N. Central Expressway, Ste 400 Dallas, TX 75243	P) 972/231-8800 F) 972/231-5900	Structures & Roadway design Support
Oldfield Davis, Inc. **Rachel Davis**	2910 N. Hall Street, Dallas, TX 75204	P) 214/745-4545 F) 214/745-4546	Public Relations
O.R. Colan Associates of Illinois, LLC **Stephen Toth R/W-RAC**	439 NE 7th Avenue, Fort Lauderdale, FL 33301.	P) 800/616-1627 F) 954/463-3017	Right of Way Acquisition
CSJ Engineering Associates **John Schulte**	P. O. Box 16116 Austin, TX 78761-6116	P) 512/750-3973 F) 512/759-1255	Utility Coordination & Relocation Support
Public Information Associates **Judy Meyer**	P.O. Box 570 Allen, TX 75013	P) 214/495-0403 F) 214/495-0479	Public Relations
PwrSolutions, Inc. **Sunil Talati**	2777 Stemmons Freeway, Ste. 1520, Dallas TX 75207	P) 214/678-1190 F) 214/678-1195	Illumination Design Support
IEA, Inc. **Shakeel Ahmed, P.E.**	17772 Preston Rd., #201 Dallas, TX 75252	P) 214/884-4253 F) 214/884-4258	Maintenance & Traffic Design Support
The Transtec Group, Inc. **Dan Rozycki**	6111 Balcones Drive, Austin, TX 78731	P) 512/451-6233 F) 512/451-6234	Pavement Design Support
Southwestern Testing Labs, LLC **Scott Pettit, P.E.**	87908 Ambassador Row Dallas, TX 75247	P) 214/630-3800 F) 214/630-3898	Geotechnical Testing Services
Bohannan Huston, Inc. **Bradley Adams, P.E.**	7500 Jefferson St. NE Albuquerque, NM 87109	P) 505/823-1000 F) 505/798-7988	Surveying Support
Lina T. Ramey & Associates, Inc. **Lina Ramey**	400 N. St. Paul, Ste. 540 Dallas, TX 75201	P) 214/979-1144 F) 214/979-2480	ROW & Utility Survey Support
Professional Service Industries, Inc. (PSI) **Douglas P. Dayton, P.E., CAPM**	4087 Shilling Way Dallas, Texas 75237	P) 214.330.9211 F) 214.333.2853	Independent CQAF

Atser, L.P. **D.F. Martinez, PhD, P.E.**	1150 Richcrest Drive Houston, Texas 77060	P) 281-999-9961 F) 281-999-9962	Independent CQAF
Hayden Consultants, Inc. **Rachel Hayden, P.E.**	5646 Milton St., Ste 515 Dallas, Texas 75206	P) 214/750-9889 F) 214/750-9329	Independent PSQRF
Kimley-Horn and Associates, Inc **Dean Henigsman , P.E.**	12700 Park Central Dr., Ste. 1800, Dallas TX 75251	P) 972/770-1300 F) 972/239-3820	Traffic, ITS, Signing & Illumination Support

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants and/or Major Professional Services Firms resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above. The Proposer agrees that it will follow applicable CDA and Maintenance Agreement requirements with respect to Subcontractors. Proposer further declares that it has carefully examined the RFP Documents and acknowledges that TxDOT has determined that a Proposer's efforts to obtain participation by Subcontractors could reasonably be expected to produce 12.12% DBE participation for the professional services and construction portions of the Work, and 12.12% DBE participation for Maintenance Services performed under the Maintenance Agreement.

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true and correct.

Executed: July 15, 2008

By: Kiewit Texas Construction L. P.

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Co. – General Partner

By: Zachry Construction Company

By: _____

Name: Jean Abiassi

Title: Vice President, Zachry Construction Company

STATE OF: Texas

COUNTY OF: Tarrant

Each of the undersigned, being first duly sworn, deposes and says that Keith Sasich is the President of Kiewit Texas Construction L.P. and Jean Abiassi is the Vice President of Zachry Construction Corporation, which entity(ies) are the Equity Participants of NorthGate Constructors, the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

(Signature)

Keith Sasich
(Name Printed)

President, Kiewit Texas Co. – General Partner
(Title)

Subscribed and sworn to before me this 15th day of July, 2008.

NEPHI E. JOHANSON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-07-10

Nephi E. Johanson
Notary Public in and for
said County and State

[Seal]

My commission expires: 10/7/10

STATE OF: Texas

COUNTY OF: Tarrant

Each of the undersigned, being first duly sworn, deposes and says that Keith Sasich is the President of Kiewit Texas Construction L.P. and Jean Abiassi is the Vice President of Zachry Construction Corporation, which entity(ies) are the Equity Participants of NorthGate Constructors, the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

(Signature)

Jean Abiassi

(Name Printed)

Vice President, Zachry Construction Corporation

(Title)

Subscribed and sworn to before me this 15th day of July, 2008.

SANDRA A. DEHOYOS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 02-07-2012

Notary Public in and for
said County and State

[Seal]

My commission expires: 02-07-2012

Form C

NorthGate Constructors, a Joint Venture

RESPONSIBLE PROPOSER QUESTIONNAIRE—Form C

PROPOSER'S NAME: NorthGate Constructors, a Joint Venture

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: NorthGate Constructors, a Joint Venture

1. Questions

The Proposer/Equity Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Proposer/Equity Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. If this form is provided only for the Proposer, the term **"affiliate"** shall mean Developer, any Equity Participant, or any entity which owns a substantial interest in or is owned in common with the Proposer, Developer or any Equity Participant, or any such entity in which the Proposer, Developer or any Equity Participant owns a substantial interest. If this form is provided by the Proposer and the individual Equity Participants, the term **"affiliate"** shall mean the entity signing the form, any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.

Within the past ten years, has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

a) Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes ____ No __X__

e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Texas governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et sec.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Texas law.

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Texas Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?
If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

h) Been assessed liquidated or other damages for failure to complete any contract on time?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry.

Executed: July 15, 2008

NorthGate Constructors, a Joint Venture

By: Kiewit Texas Construction L. P. – Managing Partner

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Construction L.P.

Kiewit Texas Construction L.P.

RESPONSIBLE PROPOSER QUESTIONNAIRE—Form C

PROPOSER'S NAME: NorthGate Constructors, a Joint Venture

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: Kiewit Texas Construction L.P.

1. Questions

The Proposer/Equity Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Proposer/Equity Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. If this form is provided only for the Proposer, the term **"affiliate"** shall mean Developer, any Equity Participant, or any entity which owns a substantial interest in or is owned in common with the Proposer, Developer or any Equity Participant, or any such entity in which the Proposer, Developer or any Equity Participant owns a substantial interest. If this form is provided by the Proposer and the individual Equity Participants, the term **"affiliate"** shall mean the entity signing the form, any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.

Within the past ten years, has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

a) Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes ____ No __X__

e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Texas governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et sec.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Texas law.

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Texas Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

h) Been assessed liquidated or other damages for failure to complete any contract on time?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry.

Executed: July 15, 2008

Kiewit Texas Construction L.P.

By: Keith Sasich

Name: Keith Sasich

Title: President, Kiewit Texas Co. – General Partner

Zachry Construction Corporation

Zachry Construction Corporation

RESPONSIBLE PROPOSER QUESTIONNAIRE—Form C

PROPOSER'S NAME: **NorthGate Constructors,** a Joint Venture

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: **Zachry Construction Corporation**

1. Questions

The Proposer/Equity Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Proposer/Equity Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. If this form is provided only for the Proposer, the term **"affiliate"** shall mean Developer, any Equity Participant, or any entity which owns a substantial interest in or is owned in common with the Proposer, Developer or any Equity Participant, or any such entity in which the Proposer, Developer or any Equity Participant owns a substantial interest. If this form is provided by the Proposer and the individual Equity Participants, the term **"affiliate"** shall mean the entity signing the form, any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.

Within the past ten years, has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

a) Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes ____ No __X__

e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Texas governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et sec.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Texas law.

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Texas Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes ____ No __X__

h) Been assessed liquidated or other damages for failure to complete any contract on time?

If yes, please explain the circumstances. If no, so state.

Yes __X__ No ____ **Please see attachment**

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed __**July 15**____, 2008.

(Signature)

Mr. Jean Abiassi
(Name Printed)

Vice President
(Title)

Zachry Construction Corporation
(Name of Organization)

Heavy Highway and Special Heavy
Liquidated Damages Assessed 1998 to 2008*

Job Number	Description	Days Assessed	Total ($)	Date Work Completed	Explanation**
3934	BW 8, Harris County	137	$198,650	3/27/1998	This long delay was attributed to a railroad shoofly failure that had to be re-designed and re-built.
4367	SH 6, Brazoria County	109	$218,000	11/16/1999	ZCC encountered delays when a MBE underground subcontractor unexpectedly relocated crews to another project leaving this Project without sufficient manpower and supervision.
4480	SH 199, Tarrant County	32	$70,400	10/5/1998	Utility conflicts at the start of the Project, which were through no fault of ZCC, caused the delay.
4526	SH 205, Collin County	1	$1,200	3/24/1999	Possible paperwork error as ZCC Project Manager reported it complete within contract time.
4642	SH 6, Ft. Bend County	19	$16,150	11/25/1998	ZCC encountered extensive pile driving issues related to the depth and size of the piling.
4649	US 59, Fort Bend County	3	$9,300	5/8/2001	Inclement weather at the start of the Project caused delays which could not be recovered.
4756	IH 30, Dallas County	12	$16,200	5/25/2000	All traffic lanes were open and being utilized within the contract time, however, ZCC was required to repair eroded topsoil before project accepted.

Heavy Highway and Special Heavy
Liquidated Damages Assessed 1998 to 2008*

Job Number	Description	Days Assessed	Total ($)	Date Work Completed	Explanation**
5160	IH 30, Dallas County	9	$24,300	8/5/2002	TxDOT agreed to and paid for the acceleration of this Project. While implementing an aggressive schedule which accelerated the Project completion by six (6) months, ZCC was delayed due to coordination conflicts with the City at a major intersection.
5656	PR 22	July-05	28	$ 75,600	ZCC is currently negotiating a change order for a differing site condition which impacted a major scope of work on the project resulting in extended time on the project. TxDOT also added work at the end of the project which ZCC has not received additional time.
5740	SH 151	December-05	12	$ 22,800	Due to adverse weather conditions delaying activities. Major overrun of rip rap extended the project duration. ZCC was slightly behind schedule when the rip rap overrun began. The added scope of work did not allow ZCC the opportunity to attempt to make up lost time. TxDOT granted some days for the added work, but did not acknowledge the loss of ZCC's opportunity to make up the lost days. There was also a discrepancy between the number of contract working days and contract barricade duration which was never addressed.

Heavy Highway and Special Heavy
Liquidated Damages Assessed 1998 to 2008*

Job Number	Description	Days Assessed	Total ($)	Date Work Completed	Explanation**
5858	US 77	Current	247	$ 469,300	There were numerous changes in the scope of work that had extended the completion date. ZCC has submitted two time extension requests and documentation has exchanged hands. Other time extensions are in the process of being submitted.
7028	SP 66	July-05	3	$ 3,300	Due to adverse weather conditions delaying activities.
7234	Bayport	Current	379	$ 2,960,000	Time extension is currently in dispute. ZCC has filed a claim for changes in the scope of work, which includes a time extension. The project owner has not recognized the change in scope.
7248	Bayport	November-06	194	$ 970,000	Time extension is currently in dispute. Delays due to material shortage during the Hurricane Rita and Katrina time frame. The project owner has not recognized the change in scope.
7517	US 82	Current	10	$ 16,500	Liquidated damages will be offset with positive pay adjustments while Bride "T" is on hold.
7525	FM 731	Current	185	$259,000	The job encountered delays due to utility conflicts and right of way procurement delays. ZCC has submitted a change order request for extended performance. TxDOT has elected to wait to the end of the project before reviewing the change order request.

Heavy Highway and Special Heavy
Liquidated Damages Assessed 1998 to 2008*

Job Number	Description	Days Assessed	Total ($)	Date Work Completed	Explanation**
7533	US 77	Current	83	$ 83,000	Utility conflicts delayed the critical path. ZCC requested additional contract time, but the Owner has refused.

Zachry has not tracked payment of liquidated damages in its industrial and commercial building divisions, and has no realistic way of providing that information, due to the voluminous number of projects in those divisions.

***Source: TxDOT DSS Database**

****ZCC's Explanations are based on current ZCC employee recollection of the Project.**

Form D

NorthGate Constructors, a Joint Venture

NorthGate Constructors

Sam E. Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

July 15, 2008

RE: DFW Connector Proposal- Proposal Form D

NorthGate Constructors, a Joint Venture is a newly formed entity and does not have an industrial safety record. Therefore, with respect to the DFW Connector Project, NorthGate Constructors, a Joint Venture will not be submitting Form D – Industrial Safety Record for Team Members.

Sincerely,

Keith Sasich
President, Kiewit Texas Construction L.P.
Managing Partner, NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

Kiewit Texas Construction L.P.

INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS PERFORMING INSTALLATION OR CONSTRUCTION WORK—Form D

PROPOSER'S NAME: NorthGate Constructors

NAME OF TEAM MEMBER: Kiewit Texas Construction L.P.

ROLE OF TEAM MEMBER: NorthGate Constructors, Equity Participant Managing Partner

This form shall be filled out separately and provided for each member of the Proposer's team that will perform or supervise installation or construction Work for this Project, and including information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the State of Texas) by the entity, with separate statistics relative to the State of Texas. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. The Proposer may be requested to submit additional information or explanation of data which TxDOT may require for evaluating the safety record.

	2003	2004	2005	2006	2007
1) Total Hours Worked (in thousands)					
Nationwide:	681	681	670	667	805
Texas:	681	681	670	667	805
2) Number of fatalities:*					
Nationwide:	0	0	0	0	0
Texas:	0	0	0	0	0
3) Number of lost workdays:*					
Nationwide:	57	31	2	0	0
Texas:	57	31	2	0	0

	2003	2004	2005	2006	2007
4) Number of lost workdays* cases:					
Nationwide:	1	2	1	0	0
Texas:	1	2	1	0	0
5) Number of injury/illness* cases:					
Nationwide:	1	6	5	3	2
Texas:	1	6	5	3	2
6) Number of days of* restricted work activity due to injury/illness:					
Nationwide:	0	60	2	32	0
Texas:	0	60	2	32	0
7) Incidence Rate** Lost Workday Cases					
Nationwide:	.25	.47	.25	0.0	0.0
Texas:	.25	.47	.25	0.0	0.0
Days Lost					
Nationwide:	57	31	2	0	0
Texas:	57	31	2	0	0
8) Worker's Compensation Experience Modifier					
Nationwide:	.55	.55	.52	.57	.58
Texas:	.55	.55	.52	.57	.58

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Texas that the information is true and accurate within the limitation of those records.

Kiewit Texas Construction L.P.
Name of Company

Signature

13119 Old Denton Road
Address

Keith Sasich, President, Kiewit Texas Co. – General Partner
Title

Fort Worth
City

Texas 76177
State and ZIP Code

(817) 337-7000
Telephone Number

Zachry Construction Corporation

INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS PERFORMING INSTALLATION OR CONSTRUCTION WORK—Form D

PROPOSER'S NAME: **NorthGate Constructors**, a Joint Venture

NAME OF TEAM MEMBER: **Zachry Construction Corporation**

ROLE OF TEAM MEMBER: **Equity Participant**

This form shall be filled out separately and provided for each member of the Proposer's team that will perform or supervise installation or construction Work for this Project, and including information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the State of Texas) by the entity, with separate statistics relative to the State of Texas. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. The Proposer may be requested to submit additional information or explanation of data which TxDOT may require for evaluating the safety record. **Due to the recent restructuring of Zachry Construction Corporation, separate safety statistics for the newly separated entity that is a member of the Proposer joint venture are not yet available. The safety statistics provided here are for the combined divisions of the company prior to the restructuring.**

	2003	2004	2005	2006	2007
1) Total Hours Worked (in thousands)					
Nationwide:	19,220,972	20,159,664	21,244,126	25,804,977	29,294,083
Texas:	11,099,470	7,977,120	11,562,970	13,244,664	17,845,518
2) Number of fatalities:*					
Nationwide:	1	0	0	1	1
Texas:	0	0	0	0	0
3) Number of lost workdays:*					
Nationwide:	499	924	307	721	1050
Texas:	149	370	202	109	110

Zachry Construction Corporation

	2003	2004	2005	2006	2007
4) Number of lost workdays* cases:					
Nationwide:	12	9	3	11	15
Texas:	4	4	2	1	2
5) Number of injury/illness* cases:					
Nationwide:	100	83	62	114	142
Texas:	49	31	24	37	29
6) Number of days of* restricted work activity due to injury/illness:					
Nationwide:	1579	1311	714	1960	2945
Texas:	825	402	234	484	1352
7) Incidence Rate**					
Lost Workday Cases					
Nationwide:	.12	.10	.03	.09	.10
Texas:	0.07	0.10	0.03	0.02	0.02
Days Lost					
Nationwide:	5.1	9.1	2.8	5.6	7.2
Texas:	2.7	9.3	3.5	1.6	1,2
8) Worker's Compensation Experience Modifier					
Nationwide:	.68	.61	.56	.53	.52
Texas:	N/A	N/A	N/A	N/A	N/A

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

Zachry Construction Corporation

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Texas that the information is true and accurate within the limitation of those records.

Zachry Construction Corporation
Name of Company (Print)

Signature

P. O. Box 241948
Address

Mr. Jean Abiassi, Vice President
Title

San Antonio
City

TX 78334-8948
State and ZIP Code

210-475-8000
Telephone Number

J.D. Abrams, L.P.

INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS PERFORMING INSTALLATION OR CONSTRUCTION WORK—Form D

PROPOSER'S NAME: NorthGate Constructors

NAME OF TEAM MEMBER: J. D. Abrams, L. P.

ROLE OF TEAM MEMBER: Subcontractor

This form shall be filled out separately and provided for each member of the Proposer's team that will perform or supervise installation or construction Work for this Project, and including information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the State of Texas) by the entity, with separate statistics relative to the State of Texas. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. The Proposer may be requested to submit additional information or explanation of data which TxDOT may require for evaluating the safety record.

	2003	2004	2005	2006	2007
1) Total Hours Worked (in thousands)					
Nationwide:	1,499	1,779	1,701	1,482	1,693
Texas:	1,499	1,779	1,701	1,482	1,693
2) Number of fatalities:*					
Nationwide:	0	0	0	0	0
Texas:	0	0	0	0	0
3) Number of lost workdays:*					
Nationwide:	0	503	279	326	308
Texas:	0	503	279	326	308

	2003	2004	2005	2006	2007
4) Number of lost workdays* cases:					
Nationwide:	0	7	6	4	5
Texas:	0	7	6	4	5
5) Number of injury/illness* cases:					
Nationwide:	18	39	37	22	25
Texas:	18	39	37	22	25
6) Number of days of* restricted work activity due to injury/illness:					
Nationwide:	405	337	858	859	612
Texas:	405	337	858	859	612
7) Incidence Rate** Lost Workday Cases					
Nationwide:	0.00	0.79	0.71	0.54	0.59
Texas:	0.00	0.79	0.71	0.54	0.59
Days Lost					
Nationwide:	0.00	56.54	32.80	44.00	36.39
Texas:	0.00	56.54	32.80	44.00	36.39
8) Worker's Compensation Experience Modifier					
Nationwide:	0.87	0.75	0.45	0.38	0.50
Texas:	0.87	0.75	0.45	0.38	0.50

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Texas that the information is true and accurate within the limitation of those records.

J. D. Abrams, L. P.
Name of Company

Signature

111 Congress Avenue, Suite 2400
Address

William Burnett - Vice President-Project Development
Title

Austin
City

Texas 78701
State and ZIP Code

(512) 322-4000
Telephone Number

Form E

PERSONNEL WORK ASSIGNMENT FORM—Form E

Name of Proposer: NorthGate Constructors, a Joint Venture

Key Personnel Assignment	Name of Individual Assigned
Project Director	Keith Sasich
Deputy Project Director — Design & Administration	Rob Anderson
Deputy Project Director — Construction	Steve Medina
Design Manager	Dale Moeller, P.E.
Design Build Coordination Manager	Tim Nelson
Construction Manager (Structures)	Reg Carson
Construction Manager (Paving)	Jay Knez
Professional Services Quality Control Manager	David Williams, P.E.
Construction Quality Control Manager	Mark Brown, P.E.
Maintenance Manager	Tom Ross
Maintenance QC Manager	Anthony Crockett
Environmental Compliance Manager	John Rutkauskas
Right of Way Manager	Steve Evans
Utilities Manager	John Schulte
Public Relations Manager	Hunter Sydnor
Independent Professional Services Quality Review Manager	Rachel Hayden, P.E.
Independent Construction Quality Acceptance Manager	Robert Arizola, P.E.& Robert Schenck, P.E.

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Keith Sasich - Project Director

Dear Mr. Swan:

Kiewit Texas Construction L.P., as the current employer of Keith Sasich is committing to maintain Keith Sasich's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Scott Cassels
Executive Vice President and Division Manager
Kiewit Corporation
Executive Committee Chairman
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Rob Anderson - Deputy Project Director – Design and Administration

Dear Mr. Swan:

Kiewit Texas Construction L.P., as the current employer of Rob Anderson is committing to maintain Rob Anderson's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Steve Medina - Deputy Project Director – Construction

Dear Mr. Swan:

Kiewit Texas Construction L.P., as the current employer of Steve Medina is committing to maintain Steve Medina's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Dale Moeller, P.E. – Design Manager

Dear Mr. Swan:

PB Americas, Inc., as the current employer of Dale Moeller is committing to maintain Dale Moeller's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Frank Smith
Business Manager,
Parsons Brinckerhoff Americas Inc.

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Tim Nelson - Deputy Project Director – Design-Build Coordination Manager

Dear Mr. Swan:

Kiewit Texas Construction L.P., as the current employer of Tim Nelson is committing to maintain Tim Nelson's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Reg Carson – Construction Manager - Structures

Dear Mr. Swan:

Kiewit Texas Construction L.P., as the current employer of Reg Carson is committing to maintain Reg Carson's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Jay Knez – Construction Manager - Paving

Dear Mr. Swan:

Kiewit Texas Construction L.P., as the current employer of Jay Knez is committing to maintain Jay Knez's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: David Williams, P.E. – Professional Services Quality Control Manager

Dear Mr. Swan:

PB Americas, Inc., as the current employer of David Williams is committing to maintain David Williams's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Frank Smith
Business Manager,
Parsons Brinckerhoff Americas Inc.

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Mark Brown, P.E. – Construction Quality Control Manager

Dear Mr. Swan:

Zachry Construction Corporation as the current employer of Mark Brown is committing to maintain Mark Brown's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Jean Abiassi
Executive Vice President,
Zachry Construction Corporation

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Tom Ross – Maintenance Manager

Dear Mr. Swan:

Kiewit Texas Construction L.P., as the current employer of Tom Ross is committing to maintain Tom Ross's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Anthony Crockett – Maintenance QC Manager

Dear Mr. Swan:

Kiewit Texas Construction L.P., as the current employer of Anthony Crockett is committing to maintain Anthony Crockett's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: John Rutkauskas – Environmental Compliance Manager

Dear Mr. Swan:

Kiewit Texas Construction L.P., as the current employer of John Rutkauskas is committing to maintain John Rutkauskas' availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Steve Evans – Right of Way Manager

Dear Mr. Swan:

O.R.Colan Associates of Illinois, LLC , as the current employer of Steve Evans is committing to maintain Steve Evan's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Stephen J. Toth, R/W-RAC
Chief Operating Officer,
O. R. Colan Associates of Illinois, LLC

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: John T. Schulte – Utility Manager

Dear Mr. Swan:

CSJ Engineering Associates, as the current employer of John T. Schulte is committing to maintain John T. Schulte's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

John T. Schulte
Principal,
CSJ Engineering Associates

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Hunter Sydnor - Public Relations Manager

Dear Mr. Swan:

Kiewit Texas Construction L.P., as the current employer of Hunter Sydnor is committing to maintain Hunter Sydnor's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Rachel Hayden, P.E. - Independent Professional Services Quality Review Manager

Dear Mr. Swan:

Hayden Consultants, Inc., as the current employer of Rachel Hayden is committing to maintain Rachel Hayden's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Rachel R. Hayden, P.E.
President
Hayden Consultants, Inc.

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Robert Arizola, P.E., Independent Construction Quality Acceptance Project Engineer

Dear Mr. Swan:

ATSER, L.P., as the current employer of Robert Arizola, is committing to maintain Robert Arizola's availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Robert B. Bledsoe, P.E.
President
ATSER, L.P.

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

NorthGate Constructors

July 15, 2008

Sam Swan, P.E.
Texas Department of Transportation
125 East 11th Street, Fifth Floor
Austin, Texas 78701

DFW Connector – Commitment of time and active involvement re: Robert Schenck – Independent Construction Quality Acceptance Manager

Dear Mr. Swan:

PSI, Inc., as the current employer of Robert Schenck is committing to maintain Robert Schencks' availability for and active involvement in the DFW Connector Project as required by Northgate Constructors for proper prosecution and performance of their role on the project.

Sincerely,

Douglas Dayton, P.E.
Executive Vice President
Professional Service Industries Inc, (PSI)

Keith Sasich
President,
Kiewit Texas Construction L.P.
Managing Partner,
NorthGate Constructors, a Joint Venture

NorthGate Constructors
13119 Old Denton Road, Fort Worth, TX 76177
(817) 337-7000 (817) 337-7001 fax

KP Approval

Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

July 8, 2008

Doug Glaser
Vice President, Kiewit Texas Construction L.P.
Managing Partner, NorthGate Constructors
13119 Old Denton Road
Fort Worth, Texas 76177

RE: DFW Connector Project – Changes in Proposers Organization and Key Personnel

Dear Mr. Glaser:

The Texas Department of Transportation (TxDOT) is in receipt of the information submitted by NorthGate Constructors as required by Section 2.4 of the Instructions to Proposers regarding changes in Key Personnel and the Proposer's Organization. TxDOT has completed its review of the submitted information and approves the changes of the proposed Key Personnel and changes in organization.

TxDOT will remove Mr. Doug Glaser as the Point of Contact for the DFW Connector Project Manager and replace with Mr. Keith Sasich; accepting all responsibilities expressed in the CDA documents as the Project Manager.

Sincerely,

Sam E. Swan, P.E.

Sam Swan, P.E.
DFW Project Manager
Texas Department of Transportation

[illegible]
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

NorthGate Constructors, A Joint Venture (NorthGate), respectfully submits this package of Key Personnel for review and written approval by the Texas Department of Transportation (TxDOT) as part of its proposal for the DFW Connector Project (Project).

NorthGate has carefully selected its Key Personnel team members to provide TxDOT with the most capable managers, designers, construction engineers, public information, quality, and environmental personnel to meet or exceed its Project goals. All of the Key Personnel identified in this package are fully committed to the Project. Our team, including the Key Personnel identified herein, has been working diligently over the past year to develop the technical solutions and management systems necessary to make the Project a resounding success. To demonstrate our commitment, we have assigned Keith Sasich, President of Kiewit Texas Construction, L.P., the managing partner of NorthGate Constructors, as the DFW Connector Project Director. Keith has been directing Kiewit's operations in Texas, Louisiana and Oklahoma for more than 10 years. He is one of Kiewit's top senior managers with bottom-line responsibility for performance in this geographic market. This select group of managers is directly responsible for contributing to Kiewit's 2007 revenue of $5.5 billion. There is no one in Kiewit's organization more qualified and knowledgeable about Texas construction and equipment operations than Keith.

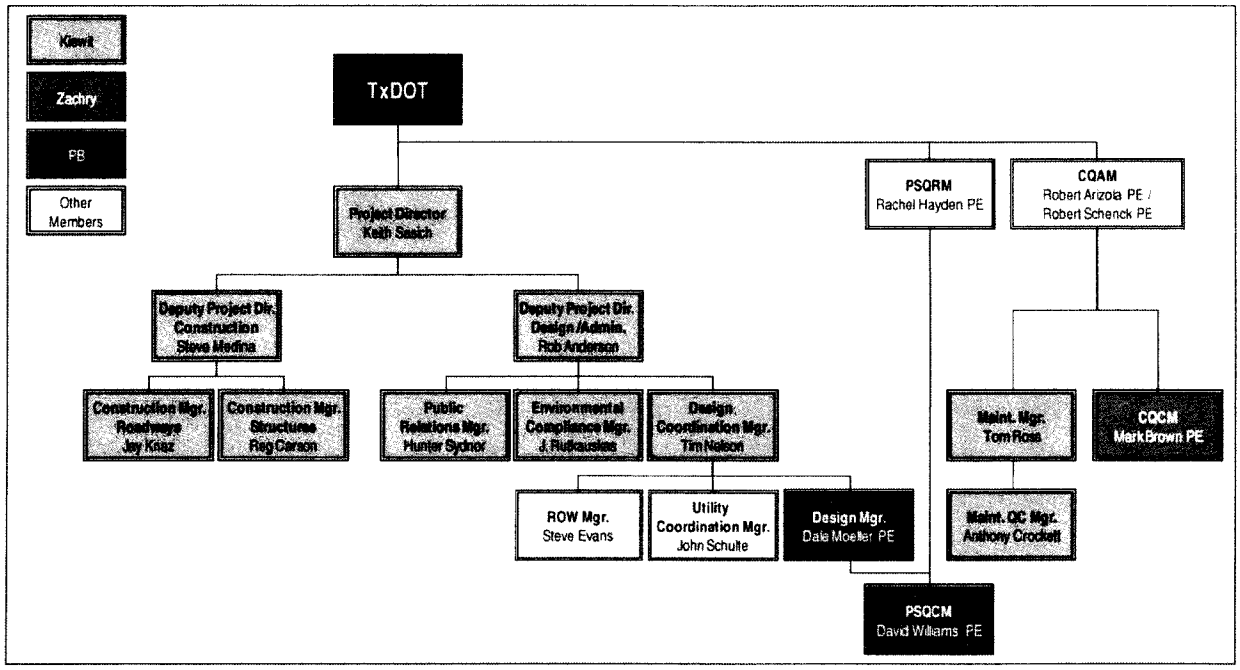
Based on our experience managing resource-driven design-build projects, as well as the magnitude and complexities of this Project, we divided the Construction Manager's areas of responsibility into two separate positions: Construction Manager – Structures and Construction Manager - Paving. In addition, based on Section 7.4.6 of the Comprehensive Development Agreement, we created a new Key Personnel assignment by adding the position of Design-Build Coordination Manager at a level above the Design Manager. A Kiewit innovation, the Design-Build Coordination Manager was created to ensure that the design group works closely with the owner, the construction group and the support staff to develop and deliver needed plans and specifications in the sequence, on schedule and at the level of detail required by the accelerated pace of the design-build process. This person holds constructability review meetings and coordinates the review of interim design packages and the flow of information between design task forces. The coordination and management oversight this position provides is one of the key management tools we have implemented to assure development of complete, constructible design packages. A listing of Key Personnel assignments is provided in the table below, and our Key Personnel organization appears on the following page.

Complete resumes for the identified Key Personnel form the remainder of this submittal.

Key Personnel Assignment	Name of Individual Assigned
Project Director	Keith Sasich
Deputy Project Director – Construction	Steve Medina
Deputy Project Director – Design and Administration	Rob Anderson
Public Relations Manager	Hunter Sydnor
Right-of-Way Manager	Steve Evans
Utility Manager	John Schulte

Key Personnel Assignment	Name of Individual Assigned
Design-Build Coordination Manager	Tim Nelson
Design Manager	Dale Moeller, P.E.
Construction Manager - Structures	Reg Carson
Construction Manager - Paving	Jay Knez
Professional Services Quality Control Manager	David Williams, P.E.
Construction Quality Control Manager	Mark Brown, P.E.
Environmental Compliance Manager	John Rutkauskas
Independent Professional Services Quality Review Manager	Rachel Hayden, P.E.
Independent Construction Quality Acceptance Manager	Robert Arizola, P.E./Robert Schenck, P.E.
Maintenance Manager	Tom Ross
Maintenance QC Manager	Anthony Crockett

NorthGate Constructors Key Personnel Organization



Chngs. Approval

Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

July 8, 2008

Doug Glaser
Vice President, Kiewit Texas Construction L.P.
Managing Partner, NorthGate Constructors
13119 Old Denton Road
Fort Worth, Texas 76177

RE: DFW Connector Project – Changes in Proposers Organization and Key Personnel

Dear Mr. Glaser:

The Texas Department of Transportation (TxDOT) is in receipt of the information submitted by NorthGate Constructors as required by Section 2.4 of the Instructions to Proposers regarding changes in Key Personnel and the Proposer's Organization. TxDOT has completed its review of the submitted information and approves the changes of the proposed Key Personnel and changes in organization.

TxDOT will remove Mr. Doug Glaser as the Point of Contact for the DFW Connector Project Manager and replace with Mr. Keith Sasich; accepting all responsibilities expressed in the CDA documents as the Project Manager.

Sincerely,

Sam E. Swan, P.E.

Sam Swan, P.E.
DFW Project Manager
Texas Department of Transportation

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

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As required by Instructions to Proposers (ITP) Section 2.11, NorthGate Constructors seeks TxDOT's written consent regarding the changes to its organization stated herein.

1.1 Addition to Proposer's Organization Identified in Its QS

- Addition of **Kiewit Construction Company,** Guarantor

  Through the Industry Review period, TxDOT has refined the requirements concerning project Guarantor and Tangible Net Worth Requirements. As a result of the final RFP, Kiewit Texas Construction L.P. is providing the project Guarantor of Kiewit Construction Company (KCC). KCC financials are provided herein to fulfill the requirements of ITP Exhibit B, Section 3.2.13(iii), Tangible Net Worth of Proposer.

- Addition of **Zachry Corporation,** Guarantor

  Through the Industry Review period, TxDOT has refined the requirements concerning project Guarantor and Tangible Net Worth Requirements. As a result of the final RFP, Zachry Construction Corporation is providing the project Guarantor of Zachry Corporation (ZC). ZC financials are provided herein to fulfill the requirements of ITP Exhibit B Section 3.2.13(iii), Tangible Net Worth of Proposer.

- Addition of **Kimley-Horn and Associates (Kimley-Horn)**, a Major Participant and Major non-equity member of the team, with qualifications provided herein.

- Additional non-equity members:

  - **PSI**
  - **ATSER**
  - **The Transtec Group, Inc.**
  - **IEA, Inc.**
  - **PwrSolutions, Inc.**
  - **CSJ Engineering Associates**
  - **Hayden Consultants, Inc.**

NorthGate Constructors' additional team members and their project roles are included in Figure 1-1.

Figure 1-1: Additional Members' Roles and Responsibilities

Non-Equity Members	Role	Responsibility	Legal Nature	State of Organization
Kimley-Horn and Associates, Inc.	Major Participant, Major non-equity	Traffic, ITS, Signing, and Illumination Design Support Subcontracting to PB	Corporation	North Carolina
PSI	Non-equity	Construction Quality Assurance Firm	Corporation	Illinois
ATSER	Non-equity	Construction Quality Assurance Firm	Corporation	Texas
IEA, Inc.	Non-equity	Maintenance and Traffic Support Subcontracting to PB	Corporation	Texas
The Transtec Group, Inc.	Non-equity	Pavement Designer Subcontracting to PB	Corporation	Texas
PwrSolutions, Inc.	Non-equity	Illumination Subcontracting to PB	Corporation	Texas
CSJ Engineering Associates	Non-equity	Utility Coordination	Corporation	Texas
Hayden Consultants, Inc.	Non-equity	Professional Services Quality Review Firm	Corporation	Texas

Additional Major Non-equity Member Relevant Experience

Kimley-Horn and Associates, Inc.

Kimley-Horn has been providing transportation services in Texas for nearly 30 years. The firm is recognized as one of the leading ITS and traffic systems firms in the state, with more than 40 professionals specializing in ITS and traffic engineering. In addition, the firm has close to 50 roadway design professionals. To demonstrate the firm's qualifications, a table is provided below summarizing the firm's TxDOT precertification in traffic and ITS work categories, followed by detailed project descriptions:

Precertification Category	Precertification Category Number	Kimley-Horn Precertified Staff
Traffic Engineering Studies	7.1.1	20
Highway-Rail Grade Crossing Studies	7.2.1	4
Traffic Signal Timing	7.3.1	14
Traffic Control Sys Analysis	7.4.1	10
Intelligent Transportation Systems (ITS)	7.5.1	9
Signing, Pavement Markings	8.1.1	33
Illumination	8.2.1	7
Signalization	8.3.1	17
ITS Control Systems Analysis	8.4.1	10
Highway-Rail Grade Crossings	8.5.1	4

ON-CALL DESIGN (SIGNALS, ILLUMINATION, AND SIGNING), TXDOT DALLAS,TX		
Role & Responsibility of Firm:	Project Description:	
Kimley-Horn and Associates, Inc. Role: Design Consultant Description of Work Performed: • PS&E for traffic signal, Illumination, and guide signs	This Project included 12 work authorizations for various design projects. An example of one signalization work authorization is for developing traffic signal plans for eight intersections along a new section of SH 161 in Grand Prairie, including the signal at an interchange of SH 161 and I-30. The PS&E design package included permanent and temporary signals for four construction phases. Another work authorization was for signing, pavement marking, and delineation design for the construction of I-20 from I-635 to US 80, including several overhead sign bridges. A third authorization included design of new guide signs to replace existing ground mounted signs and signs on existing overhead sign structures on US 75 in Collin County. A fourth work authorization includes the preparation of bid documents for high mast, underpass, and safety lighting at the PGBT / SH 78 interchange. Major Items of Work: — Permanent and temporary traffic signals — Guide signs — Overhead bridge signs — Pavement markings — Illumination	
Contract Number:	Owner:	Contact:
TX Agreement No: 18-448P5008	Texas Department of Transportation 125 East 11th Street Austin, Texas 78701	Maher Ghanayem, P.E. Phone: (214) 320-6691 Fax: (214) 320-6117 Email: mghanayem@dot.state.tx.us
Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
10/05 – Present project under construction	$590,820	Lump Sum
Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$6.6 million / still under construction	No adjustments were made	Various completion dates
No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	95%	N/A

IH 35 CORRIDOR ITS PS&E, TXDOT SAN ANTONIO, TX		
Role & Responsibility of Firm:	Project Description:	
Kimley-Horn and Associates, Inc. Role: Design Consultant Description of Work Performed: • Full PS&E for ITS system • Hardware specification • Hardware and software installation guidance • Communications design	Kimley-Horn finalized a 55-mile extension of the San Antonio and Austin TxDOT ITS systems along the IH 35 corridor. Specific hardware for this project includes 40 CCTV cameras, 11 DMS, a variety of communications including cellular, T1 lines, and 5.8 GHz wireless, as well as structures and guardrail protection. This hardware will be integrated into each District's Traffic Management Centers. Major Items of Work: — 40 CCTV cameras and structures — 11 DMS and structures — Fiber optic and wireless communications — Network design	
Contract Number:	Owner:	Contact:
TX Agreement No: 15-648P5001	Texas Department of Transportation TransGuide 3500 NW Loop 410 San Antonio, TX 78229	Brian Fariello, P.E. Phone: (210) 731-5247 Fax: (210) 615-6015 Email: bfariel@dot.state.tx.us
Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
8/06 – 05/07 Completed	$378,933	Lump Sum
Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$4.6 million / $4.6 million	No adjustments were made	9/06 – 5/07
No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	100% (consulting contracts)	N/A

SH 121 SECTION 3S, NTTA, TX		
Role & Responsibility of Firm:	Project Description:	
Kimley-Horn and Associates, Inc. Role: Design Sub consultant Description of Work Performed: • PS&E for traffic signals, ITS illumination, ETC, pavement markings, TCP, and guide signs	Kimley-Horn helped prepare the PS&E for the extension of SH 121 from just west of Hillcrest Road to just east of Custer Boulevard. This Project included the construction of 2.2 main lane miles the SH 121 toll facility. In addition to the new roadway and bridge elements provided by PB, our portion of the project provided for electric service to the electronic toll collection gantries, traffic signals, illumination, pavement markings, TCP, ITS, and guide signing. Major Items of Work for KHA: — Permanent and temporary traffic signals — Guide signs — Overhead bridge signs — Pavement markings — Illumination — Electrical subsystems for ETC toll facilities	
Contract Number:	Owner:	Contact:
NTTA Project # 22497	North Texas Toll way Authority 5900 W. Plano Parkway, Suite 100 Plano, TX 75026	Ed Crouse – PB Project Manager Phone: (214) 678-7682 Fax: (214) 638-2893 Email: Crouse@PBWorld.com
Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
5/07 – 12/07 project under construction	$592,767	Lump Sum
Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$56 million / $56 million	No adjustments were made	5/07 - 12/07
No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	100%	N/A

Relevant Experience of Additional Non-equity Members

PSI

Distinguished as a leader in environmental consulting, geotechnical engineering, and construction testing services, PSI is nationally recognized in several disciplines, including: construction services, materials testing, roof consulting and asbestos management. PSI is an industry leader among independent testing organizations and rank as one of North America's largest consulting engineering firms according to ENR. PSI has been providing business and industry with objective, accurate, and useful information in building plans for their facilities and operations for more than 100 years.

ATSER

ATSER is an engineering services firm that integrates our knowledge of infrastructure, roadway and rail design, construction and materials with our expertise in web-based technology. This unique combination strengthens all aspects of the measurement and assessment of program/project quality for major infrastructure construction programs, and provides Owners and Developers with the highest confidence level that project life cycle targets will be met. ATSER proudly celebrates serving both public and private sector owners since 1993 with a full spectrum of Engineering and Professional Services. ATSER's proven engineering services have added significant value to some of the highest profile transportation and facility projects in the United States. ATSER's depth of knowledge and experience has been incorporated into software technology enabling real-time project management. ATSER's highly skilled staff continues to push the boundaries of technology.

IEA, Inc.

IEA, Inc. is a consulting engineering firm specializing in transportation and municipal services. Staff members are well versed in the design and management of complex, major and minor highways, railroads and bridge projects. The company serves clients in the highway, railroad, and municipal arenas. IEA is a DBE and HUB-certified engineering firm.

SH121/US 75 INTERCHNAGE, COLLIN COUNTY, TX		
Role & Responsibility of Firm:	Project Description:	
IEA, Inc Role: Design Sub Consultant Description of Work Performed: IEA provided project support services including project management and overall QA/QC, prepared removal plans and SW3P plans.	Major Items of Work: — Schematic Refinement and environmental re-evaluation of fully directional interchange. — Re-evaluation required extensive communications with the regional's elected officials. — Environmental re-evaluation process included coordination with the cities of McKinney, Allen, and Fairview, property owners, TxDOT, FHWA, and NTTA. — Open Public meetings and resolution of public comments. — PS&E of 4-mile SH 121 included reconstruction of existing 4-lane divided section to a 6-lane divided section (toll road). — PS&E of 2-mile US 75 included reconstruction of existing 6-lane divided section to an 8-lane section including provision for future managed lanes. — Project included 26 ramps including 8 direct connectors, 3-lane frontage roads along SH 121 and US 75, 5 diamond interchanges, and 5 diamond interchanges.	
Contract Number:	Owner:	Contact:
02292-SH121-04-PS-PM	North Texas Tollway Authority 5900 W. Plano Parkway, Suite 100 Plano, TX 75026	Mark Bouma, P.E. Phone: (214) 461-2058 Fax: (972)930-2747 Email: mbouma@ntta.org
Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
1/08-Present project under construction	$14 million	Design-Cost Plus
Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$200M / Design in progress	No adjustments were made	10/07-1/11
No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	2%	N/A

The Transtec Group, Inc.

The Transtec Group is a pavement design specialty engineering firm. Since 1992, Transtec's expertise in pavements and materials optimizes designs tailored to unique project conditions. Headquartered in Austin, Texas, Transtec's 19 full-time personnel have an impressive portfolio of pavement design for the Camino Colombia toll road, the SH 130 toll road, the 183A toll road, multiple Port of Houston terminals, and several Texas airports. Transtec works outside Texas in 40 U.S. states and over a dozen nations on five continents. Transtec's understanding of pavement design comes from its internationally award-winning pavement research for FHWA and global agencies, as well as worldwide pavement training and education. Transtec is certified as a DBE, SDB, and 8(a) participant at federal, state, and local levels.

RUNWAY 1L-19R EXTENSION, MCCARRAN INTERNATIONAL AIRPORT, LAS VEGAS, NV

Role & Responsibility of Firm:	Project Description:
The Transtec Group, Inc.	The Transtec Group personnel provided services to Bechtel Civil Corporation as part of a 13,000 foot extension of Runway 1L-19R. Transtec services began with a condition survey of over 3,000,000 square feet of existing apron and runway pavement.
Role: Pavement Design Consultant	Transtec provided review of and recommendations for all construction specifications and plans for the new construction, as well as a review and analysis of previous construction to minimize the development of pavement distresses which occurred in existing pavements.
Description of Work Performed: • Detailed pavement analysis and design • Analyzed structure from surface through the subgrade • Optimized materials design for specific local materials properties	Transtec senior consultants made several site visits, both pre-construction and mid-construction, to evaluate and provide recommendations on improvements to the paving operations. Since plastic shrinkage cracking was a common distress observed in many of the existing pavements, Transtec provided an evaporation rate monitoring system which provides a continuous real-time display of evaporation rates that will allow the control and minimization of plastic shrinkage cracks in the surface of the pavement.

Contract Number:	Owner:	Contact:
Bechtel Project No. 206017	Bechtel Civil Corportaton 880 Grier Drive Las Vegas, NV 89119	Pat Corbett Phone: (702) 261-5776 Fax: (702) 261-3158 Email: patricic@mccarran.com
Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
2000-2005 Completed	$250,000 (consulting contract)	Cost Plus Fixed Fee
Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$25 million / $25 million	No adjustments were made	2002-2005
No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	1%	N/A

183A TOLL ROAD, AUSTIN, TX

Role & Responsibility of Firm:	Project Description:
The Transtec Group, Inc.	The Transtec performed pavement design services for this $200 million new toll road in Austin, Texas for the Central Texas Regional Mobility Authority.
Role: Design Consultant	
Description of Work Performed: • Detailed pavement analysis and design • Analyzed structure from surface through the subgrade • Optimized materials design for specific local materials properties • Coordinated with construction team to optimize construction plans and accelerate schedules	Transtec provided optimized pavement designs in jointed concrete, reinforced concrete, continuously reinforced concrete, and asphalt pavement. Transtec's value added approach allowed the client to achieve great savings through optimized design and an integrating approach to problem solving. This approach goes beyond the use of the AASHTO pavement design guide. Our understanding of subsurface structural capacities, pavement behavior, materials behavior, and construction processes enables us to tweak standard designs to reduce cost, improve performance, and accelerate schedules. Transtec uniquely understands the interaction of variables like climate, moisture conditions, soils, traffic loads, construction and materials, which enabled us to create innovative and constructible solutions. This was also possible due to our coordination efforts with other disciplines including construction, drainage, bridge and geotechnical.

Contract Number:	Owner:	Contact:
Agreement No. 318815.11.08	Central Texas Regional Mobility Authority 301 Congress Avenue, Suite 650 Austin, TX 78701	Bubba Needham, TxDOT Phone: (512) 225-1300 Fax: (512) 936-0970 Email: bneedham@dot.state.tex.us
Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
2005-2007 Completed	$100,000 (consulting contract)	Cost Plus Fixed Fee
Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$200 million / $200 million	No adjustments were made	2005-2007.
No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	.5%	N/A

BARBOURS CUT TERMINAL, PORT OF HOUSTON, TX

Role & Responsibility of Firm:	Project Description:
The Transtec Group, Inc. Role: Design Consultant	The Transtec Group provided comprehensive pavement design services for this multi-modal cargo terminal at the Port of Houston. Transtec designed pavements for use by rail, seaport grade forklifts, tractor-trailer combinations, multi-level container storage, and light traffic.
Description of Work Performed: • Detailed pavement analysis and design • Analyzed structure from surface through the subgrade • Optimized materials design for specific local materials properties	Transtec's pavement design provided the client with a significant improvement over the current state-of-the-art in pavement design procedures at the Port. Transtec's services included total pavement design, construction support, materials analysis, non-destructive testing and analysis, and construction cost estimates. Transtec's services reduced the cost of construction and accelerated the construction timeline.

Contract Number:	Owner:	Contact:
POHA Project No. 201020	Port of Houston Authority P.O. Box 2562 Houston, TX 77252	Steven De Wolf, Chief Engineer Phone: (713) 670-2400 Fax: (713) 670-2429 Email: sdewolf@poha.com
Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
2000-2001 Completed	$50,000 (consulting contract)	Cost Plus Fixed Fee
Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$20 million / $20 million	No adjustments were made	Opened in 2001
No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	25%	N/A

PwrSolutions, Inc.

PwrSolutions is full-service MEP firm with extensive analysis, design and engineering capabilities in the areas of power generation; transmission and distribution; roadway illumination; mechanical, electrical and plumbing. The firm's senior engineering staff expertly designs MEP systems and resolves power-engineering challenges for customers including electric utilities, independent power producers, large industries, airline facilities, corporate offices, data and communication facilities, churches, educational institutions, retail, commercial and medical facilities. PwrSolutions is certified as a Minority Business Enterprise (MBE) by the North Central Texas Regional Certification Agency (NCTRCA). The firm is also a Historically Underutilized Business (HUB) certified by Texas Building and Procurement Commission (TBPC) and a Small Disadvantage Business certified by the U.S. Small Business Administration (SBA) 8 (a) Business Development program.

US90 , HOUSTON, TX

Role & Responsibility of Firm:	Project Description:
PwrSolutions Team Role: Design Sub Consultant Description of Work Performed: • Coordinating with section design consultants • Sealed Electrical design requirements • Coordination with multiple utilities due to jurisdiction overlap. • Organizing contract administration • Creation of opinion of probable costs for both phases of project. • As-needed site visits. Illumination Engineering Design for extension of major interstate.	PwrSolutions Team served as a design consultant under Earth Tech Inc (lead consultant). Project provided engineering design for extension of undeveloped roadway to connect to existing major Interstate. PwrSolutions Team prepared layout plans, electrical circuit plans and details for continuous high-mast lighting which was incorporated into the final plans. Roadway design effort spanned approximately 2.5miles (including span across roadway bridge) of 4-lane roadway. Design efforts included continuous lighting, underpass lighting (at major intersection) and safety/frontage road illumination. Major Items of Work: — Illumination requirements for continuous lighting, underpass lighting, bridge lighting and frontage road illumination. — Coordinate with traffic signal design consultant to optimize interchange illumination design scheme at intersections. — Coordinate with utility design consultant to determine optimal location for illumination power sources. — Prepare electrical details indicating power source connections for electrical runs and recommended lighting fixtures as well as tabulate all quantities and provide related summary sheets.

Contract Number:	Owner:	Contact:
Earth Tech Agreement No:12-145P5006 TxDOT State Project No. 0028-02044,070,074	Texas Department of Transportation 125 East 11th Street Austin, Texas 78701	Jeanne Javadi, P.E. Phone: (713) 802-5640 Fax: (713) 802-5640 Email : jjavadi@dot.state.tx.us

Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
03/2004 – 09/2006 Completed	$90,000 (consulting contracts)	Firm Fixed Price

Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$45 million / $45 million	No adjustments were made	2004-2006

No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	.5%	N/A

SH 130, SOUTH TEXAS

Role & Responsibility of Firm:	Project Description:
PwrSolutions Team Role: Design Sub Consultant Description of Work Performed: • Coordinating with section design consultants • Electrical design requirements • Coordination with corresponding utility agencies. • Related contract administration • Creation of opinion of probable costs and identification of construction savings opportunities. • As-needed site visits. • Illumination Engineering Design for extension of major interstate	PwrSolutions Team is sub-consultant for design of Illumination requirements for roughly 10 continuous miles of toll-way design for State Highway 130. PwrSolutions Team serves as a design consultant under Earth Tech Inc (lead consultant). Project provides electrical engineering design requirements for un-developed toll-way in south Texas. PwrSolutions Team is currently preparing layout plans, electrical circuit plans and details for high-mast lighting and related safety lighting at on-ramps and off-ramps. Design efforts include safety lighting, underpass lighting (at major intersection) and minimal toll-plaza illumination. Major Items of Work: — Illumination requirements for high-mast lighting, underpass lighting, and frontage road illumination. — Creation of related Illumination Design study. — Coordinate with traffic signal design consultant to optimize interchange illumination design scheme at intersections. — Coordinate with utility design consultant to determine optimal location for illumination power sources. — Prepare electrical details indicating power source connections for electrical runs and recommended lighting fixtures as well as tabulate all quantities and provide related summary sheets.

Contract Number:	Owner:	Contact:
Earth Tech Agreement No:101632.1.7.3.23	Earth Tech Inc. 1420 W. Mockingbird Lane, Ste 300 Dallas, Texas 75247 214-630-8867	Jiri Filopovic, P.E. Phone: (512) 479-1613 Fax: (512) 925-5455 Email: jiri.filipovic@earthtech.com
Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
12/2007 – Current project under construction	$115,000 (consulting contracts)	Firm Fixed Price
Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$630 million- still under construction	No adjustments were made	2007-
No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	.5%	N/A

CSJ Engineering Associates

CSJ Engineering Associates is an Austin, Texas-headquartered Company recognized as the premier Utility Coordination Professional Consultants within the State of Texas. CSJ has extensive experience managing the Utility Coordination Process for transportation projects regulated by Comprehensive Development Agreements, Pass-thru Finance Agreements, Franchise Concessionaire Agreements as well as traditional TxDOT Transportation Projects. CSJ's staff of licensed engineers and real estate professionals has been recognized by numerous governmental agencies for providing innovative and economic solutions to the regulatory challenges of the Transportation and Utility Industries.

Hayden Consultants, Inc.

Hayden Consultants, Inc. provides transportation engineering design services for state, municipal and transit agencies. Established by Rachel R. Hayden, P.E., in 2000 in Dallas, Texas, Hayden provides plans, specifications and estimates for geometric design, drainage design and utility design for projects such as widening, major reconstruction, and new location construction. Hayden's engineers and designers take pride in the efficient design of transportation projects from minor streets to major freeways. The company is sensitive to the concerns of property owners in urban areas, and we are adept at providing creative solutions to transportation issues in both urban and rural areas.

Since its inception, Hayden Consultants has provided exceptional engineering services for the Texas Department of Transportation (TxDOT) in Dallas, Fort Worth, Tyler and Childress Districts. The company has also provided services for numerous transportation projects for Dallas Area Rapid Transit and the cities of Dallas, Plano, McKinney, Carrollton, Irving and Dallas County.

1.2 Deletion of Proposer Team Member(s) Identified in Its QS

- Deletion of **DMJM Harris Projects**, a Major non-equity member of the team. The firm has withdrawn from the team.
- Deletion of **TCB**, a non-equity member of the team. The firm has withdrawn from the team.
- Deletion of **Infrastructure Corporation of America (ICA)**. The firm's services for routine maintenance management are not required by the RFP.

1.3 Reorganization of Equity Member of Proposer

NorthGate Constructors is a joint venture of Kiewit Texas Construction L.P. and Zachry Construction Corporation. No change in Kiewit Texas Construction L.P., Managing Partner of NorthGate Constructors, has occurred since the submittal of the QS. Zachry Construction Corporation as Partner of NorthGate Constructors has reorganized since the April 2007 QS.

Zachry Construction Corporation wishes to inform you of a change to its organization's legal structure from that described in the QS

Regarding the change to its organization since submission of the QS, Zachry Construction Corporation recently reorganized its company into two newly formed companies. The intent was to create two independent companies, each focused on a specific industry segment. The Zachry companies experience and the family leadership continue as they have for 80+ years in the markets they serve.

Where Zachry Construction Corporation (FEIN: 74-2887583) was pre-qualified with Texas Department of Transportation (Vendor Code 8730), it transferred and assigned its Heavy Highway and Commercial Building operations and personnel to a newly formed Zachry Construction Corporation (FEIN: 26-0868629). The newly formed Zachry Construction Corporation has been pre-qualified with Texas Department of Transportation (Vendor Code 13495). Currently, all contracts and obligations with Texas Department of Transportation are being performed by Zachry Construction Corporation (13495) effective January 2, 2008.

1.4 Change in Role of Proposer Team Member(s) Identified in Its QS

- Change of **Bridgefarmer & Associates** from a non-equity member of the team to a **Major Participant Major non-equity member**.

Bridgefarmer & Associates

Since 1976, Bridgefarmer & Associates, Inc. has built a longstanding reputation as a leader in design, engineering, and an administrator of major transportation facilities and civil engineering projects. Bridgefarmer & Associates is well versed in complex, major and minor highways, railroads and bridge type projects. With a staff of 43 highly qualified professionals and 24 registered engineers, the company focuseds on heavy infrastructure and surface transportation, and is large enough to handle any size project. Equipped with state of the art technology, Bridgefarmer's staff has been recognized for numerous prestigious awards in engineering and pace-setting designs. Bridgefarmer handles contracts ranging from a medium size to multi-billion dollar operations. SH 130, a multi-billion dollar design-build project, was recently added to its long list of projects, as well as IH-30, another multi-million dollar design-build project.

Bridgefarmer Pre-certification Table

Precertification Category	Precertification Category Number	Bridgefarmer Precertified Staff
Policy Planning	1.1.1	2
Systems Planning	1.2.1	3
Subare A/Coordinating	1.3.1	3
Land Planning/Engineering	1.4.1	4
Feasibility Studies	1.5.1	3
Major Investment Studies	1.6.1	2
Water Pollution Abatement Plan	2.5.1	2
Hazardous Materials Initial Site Assessment	2.13.1	2
Route Studies & Schematic Design – Minor Roadways	3.1.1	11
Route Studies & Schematic Design – Major Roadways	3.2.1	16
Route Studies & Schematic Design – Complex Highways	3.3.1	9
Minor Bridge Layouts	3.4.1	16
Major Bridge Layouts	3.5.1	15
Multi-Level Interchange & Exotic Bridge Layout	3.6.1	8
Minor Roadway Design	4.1.1	14
Major Roadway Design	4.2.1	16
Complex Highway Design	4.3.1	10
Major Freeway Interchanges & Direct Connectors	4.4.1	5
Minor Roadway Design	5.1.1	10
Major Roadway Design	5.2.1	6
Multi-Level Interchange Design	5.3.1	2
Exotic Bridge Design	5.4.1	3
Routine Bridge Inspection	6.1.1	4
Complex Bridge Inspection	6.2.1	2

IH-35 ELLIS COUNTY, TX		
Role & Responsibility of Firm:	Project Description:	
Bridgefarmer & Associates, Inc. Role: Design Consultant PS&E on Dallas North Tollway Interchange in Collin County to FM 544 Interchange (Old Denton Road) in Denton County, Texas	Major Items of Work: Bridgefarmer & Associates modified schematic and environmental assessment document, engineering design and construction document preparation for widening and reconstructing a 6.4 miles section of an existing 4-lane divided highway to 6-lane divided freeway with auxiliary lanes, 26 on-off ramps and new 3-lane one-way urban frontage roads in each direction. This project includes the design of five diamond interchanges, four bridges over the BNSF Railroad and design of 35 retaining walls.	
Contract Number:	Owner:	Contact:
18-245P5013	TxDOT 125 East 11th Street Austin, Texas 78701	Brian Barth, PE Phone: (214) 320-6189 Fax: (214) 320-6631 Email: bbarth@dot.state.tx.us
Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
8/00-5/04 Completed	$104 Million Construction Cost (now under construction)	Lump Sum
Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$2.9 M	No adjustments were made	2003-2004
No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	80%	N/A

LOOP 12 / SH 114 INTERCHANGE

Role & Responsibility of Firm:	Project Description:	
Bridgefarmer & Associates, Inc. Role: Design Consultant PS&E on SH 183 Urban Freeway and SH 114 Urban Freeway in Irving and Dallas	Major Items of Work: Bridgefarmer is the lead engineer preparing the PS&E for the SH 114 / Loop 12 Multi-level Interchange and associated urban frontage roads. The project involves reconstructing the existing Loop 12 and SH 114 system to an eight-lane facility with reversible HOV lanes, and includes civil work for the future DART light rail transit in the State right of way. Elements of this project include: widening the Loop 12 bridge over the Elm Fork Trinity River; direct connector ramps at the northern terminus of Loop 12 to match a future IH 635/IH 35E Interchange; and direct connector ramps between SH 114 and Loop 12. Major challenges of this project included: the complexity and volume of bridges (22) including both concreted and steel spans; varying retaining walls (36) including MSE, cast-in-place, and drilled shaft; providing room for the future Dallas Area Rapid Transit (DART) light rail tracks (LRT) crossing at Loop 12; and complex drainage involving the Trinity River Floodplain. Complex computer models of the bridges, beams, and retaining walls were generated to assure the fit and location of these key elements. This model can also be made available to the contractor for their use during construction.	
Contract Number:	Owner:	Contact:
18-448P5002	TxDOT 125 East 11th Street Austin, Texas 78701	Bruce Nolley, PE, Phone: (214) 320-6156 Fax: (214) 320-6631 Email: bnolley@dot.state.tx.us
Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
10/03-present project under construction	$3.5 million	Lump Sum
Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$30 million	No adjustments were made	On Going
No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	80%	N/A

SH 121 SECTION 3N, COLLIN COUNTY, TX		
Role & Responsibility of Firm:	Project Description:	
Bridgefarmer & Associates, Inc. Role: Design Consultant Description of Work performed • Guide signs • Overhead bridge signs • Pavement markings • Illumination	This design for this 3.8 mile tolled freeway included a mainlane toll gantry; six electronic ramp toll gantries; 12 ramps; 12 bridges; six wrap-around retaining walls (over 166,000 square feet); hydrology and hydraulics for urban storm drains and 3 creek crossings; jurisdictional waters; illumination; ITS; signing and pavement markings; geotechnical investigations, survey, and 1.2 million yards of earthwork, moisture treated under the pavement. The project was designed and bid under budget. During construction, the owner initiated major design and construction changes as a field change order. These revisions included redesigning and shifting 3 ramps, removing the mainlane toll gantry, adding two ramp gantries, and revising the mainlane profile of SH 121 to cross over Exchange Parkway rather than the original design where Exchange Parkway crossed over SH 121.	
Contract Number:	Owner:	Contact:
02240-SH121-03-CN-EN	North Texas Tollway Authority 590 W. Plano Parkway, Suite100 Plano, Texas 75093	Mark Bouma, PE Phone: (214) 461-2000 Fax: (214) 320-6631 Email: mbouma@dot.state.tx.us
Dates of Work Performed and Project Outcome / Status:	Professional Services Contract Value:	Nature of Contract Compensation:
6/07-12/07 Completed	$5.6 million	Lump Sum
Initial/Final Contract Price (Project Construction Value) (including number and value of contract modifications and claims):	Explanation of Contract Value Adjustments:	Initial / Final Contract Completion Date:
$79 million	Redesign of major work elements to accommodate owner initiated changes.	Dec. 2007
No. of Time Extensions Sought / Received and Explanations:	Percentage Self-Performed:	Annual Capital Maintenance Value:
No time extensions were sought	90%	N/A

Form F

NON-COLLUSION AFFIDAVIT—Form F

STATE OF: Texas

COUNTY OF: Tarrant

Each of the undersigned, being first duly sworn, deposes and says that:

A. Keith Sasich is the President of Kiewit Texas Construction L.P. and Jean Abiassi is the Vice President of Zachry Construction Corporation which entities are equity participants of NorthGate Constructors, a Joint Venture, the entity making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer,
or to fix any overhead, profit or cost element included in the Proposal, or of that
of any other Proposer, or to secure any advantage against TxDOT or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

By: Kiewit Texas Construction L. P.

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Co. – General Partner

Subscribed and sworn to before me this 15th day of July, 2008.

NEPHI E. JOHANSON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-07-10

_____
Notary Public in and for
said County and State

[Seal]

My commission expires: 10/7/10.

By: Zachry Construction Company

By: _____

Name: Jean Abiassi

Title: Vice President, Zachry Construction Company

Subscribed and sworn to before me this 15th day of July 2008.

SANDRA A. DEHOYOS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 02-07-2012

_____
Notary Public in and for
said County and State

[Seal]

My commission expires: 02-07-2012.

Form G

BUY AMERICA CERTIFICATION—Form G

(To be signed by authorized signatory(ies) of Developer)

The undersigned certifies that only domestic steel and iron will be used in the Project.

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the Development Price or Maintenance Price, as applicable.

Date: July 15, 2008

NorthGate Constructors, a Joint Venture

By: Kiewit Texas Construction L.P. – Managing Partner

By: Keith Sasich

Name: Keith Sasich

Title: President, Kiewit Texas Construction L.P.

Form H

DBE CERTIFICATION—Form H

Control: N/A

Project: DFW Connector

Highway: SH121 & SH114

County: Tarrant

DISADVANTAGED BUSINESS ENTERPRISES
REQUIREMENTS

The following goal for participation by Disadvantaged Business Enterprises is established for professional services and construction work under the CDA and for Maintenance Services performed under the Maintenance Agreement:

DBE

12.12%

DBE Certification

By signing the Proposal, the Proposer certifies that (1) the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that Developer will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the CDA and Maintenance Agreement, Developer will submit a DBE Performance Plan meeting the requirements set forth in the DBE Special Provisions attached as Exhibit 6 to the CDA.

Failure to submit the DBE Performance Plan will be considered a breach of the requirements of the RFP. As a result, the Proposal Bond provided by the Proposer will become property of the Department and the Proposer and Equity Participants will be precluded from participating in any reprocurement of the CDA and Maintenance Agreement for the Project.

Date: July 15, 2008

NorthGate Constructors, a Joint Venture
By: Kiewit Texas Construction L.P. – Managing Partner

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Construction L.P.

Form I

NorthGate Constructors, a Joint Venture

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: NorthGate Constructors, a Joint Venture

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

Kiewit Texas Construction L.P.	- Federal ID No. – 75- 2303913
Zachry Construction Corporation	- Federal ID No. - 26-0868762

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601 -617 and 651-669).

Date: July 15, 2008

NorthGate Constructors, a Joint Venture

By: Kiewit Texas Construction L.P. – Managing Partner

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Construction L.P.

Kiewit Texas Construction L.P.

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: NorthGate Constructors, a Joint Venture

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

Kiewit Texas Co.	- Federal Tax ID No. 47-0832725
Kiewit Frontier Inc.	- Federal Tax ID No. 74-2884773

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

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Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601 -617 and 651-669).

Date: July 15, 2008

Kiewit Texas Construction L.P.

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Co. – General Partner

Zachry Construction Corporation

Zachry Construction Corporation

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: **NorthGate Constructors**, a Joint Venture

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

Zachry Corporation – 26-0868629

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601 -617 and 651-669).

Date: **July 15,** , 2008

Company Name: **Zachry Construction Corporation**

Signature

Mr. Jean Abiassi, Vice President

Title

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the Proposer and each Major Participant.]

PB Americas, Inc.
dba Parsons Brinckerhoff Americas Inc.

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: NorthGate Constructors, a Joint Venture

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

Parsons Brinckerhoff Inc., FEIN 13-2918878, is the 100% owner of PB Americas, Inc.

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601 -617 and 651-669).

Date: June 30, 2008 NorthGate Constructors, a Joint Venture

By: PB Americas, Inc. dba Parsons Brinckerhoff Americas Inc.

By: Dale T. Moeller

Name: Dale T. Moeller

Title: Vice President

J.D. Abrams, L.P.

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: NorthGate Constructors, a Joint Venture

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

J. D. Abrams, L. P. - Federal ID No. - 74-1552028

Abrams Management Company (General Partner) - Federal ID No. - 74-2478229

Abrams International Incorporated (Limited Partner) - Federal ID No. - 74-1950030

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601 -617 and 651-669).

Date: July 15, 2008

NorthGate Constructors, a Joint Venture
By: J.D. Abrams, L.P.

By: _____
Name: William, G. Burnett, P.E.
Title: Vice President- Project Development

Bridgefarmer & Associates, Inc.

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: NorthGate Constructors, a Joint Venture

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

Mansoor Ahsan	–	Social Security # -
Sterling Forsythe	-	Social Security # -

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601 -617 and 651-669).

Date: July 15, 2008

NorthGate Constructors, a Joint Venture
By: Bridgefarmer & Associates, Inc.

By: _____
Name: Mansoor Ahsan
Title: Chief Executive Officer

Kimley-Horn and Associates, Inc.

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: NorthGate Constructors, a Joint Venture

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

Kimley-Horn and Associates, Inc. - Federal Tax ID No. 56-0885615

Kimley-Horn is a privately held, employee-owned corporation with ownership shared among 311 employees. Their employee owners are the sole stockholders of the company. No one individual has 10% or more ownership.

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601 -617 and 651-669).

Date: July 15, 2008

NorthGate Constructors, a Joint Venture

By: Kimley-Horn & Associates, Inc.

By: _____

Name: Dean Henigsman, P.E.

Title: Senior Vice President, Kimley-Horn & Associates

Form J

NorthGate Constructors, a Joint Venture

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

> Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

NorthGate Constructors, a Joint Venture is a newly formed entity and does not individually have any known conflicts of interest in connection with this RFP. Information related to the NorthGate Constructors, a Joint Venture team and its equity participants is contained in each team member's individual disclosure statement all of which are attached and incorporated by reference herein.

2. **Explanation**

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

N/A

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Executed: July 15, 2008

NorthGate Constructors, a Joint Venture

By: Kiewit Texas Construction L.P. – Managing Partner

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Construction L.P.

Kiewit Texas Construction L.P.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

> Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

TxDOT STP 2005(286), Control #008614022, LP-20, Webb County, Texas

TxDOT STP 2005(855), Control # 06073218, US-83, Concho County, Texas
TxDOT STP 2008(209), Control # 029703022, US-82 Terry County, Texas
TxDOT STP 2007(774), Control #014017014, BI-10, Pecos County, Texas
TxDOT STP 2007(528), Control # 020104-022, US-377, Edwards County, Texas

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

The relationship does not create an organizational conflict of interest since all current projects listed above were awarded on a low bid basis

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Executed: July 15, 2008

Kiewit Texas Construction L. P.

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Co. – General Partner

Zachry Construction Corporation

Zachry Construction Corporation

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

> Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

San Patricio County SH 89 P#MG 2002(78); Bexar County IH410 Nacogdoches P#STP 2006(457)MM; Bell County IH 35, P#NH 2005(913); SH 130 Segments 5 & 6; Travis County Loop 1, P#TTA 2002(97)etc.;

Travis County SH 45 SE Turnpike C# 14-5XXDB004; Cameron County US 83, P#MG 2004(548); Cameron County US 77 P#NH 2002(80); Cameron County US 77 P#BR 2002(818)etc.; Fort Bend County US 59 P#DMO 2005(515)etc.; Angelina County US 59 P#NH 2007(584); Wichita County US 82 P#STP 2005(862)etc.; Baylor County US 277, P#NH 2006(188); Tarrant County IH35W P#IM 0355(136)W etc.; Dallas County IH 635P#CM 2006(033)etc.; Tarrant County IH 30, P#STP 2007(165)MM; Wichita County IH 44 P#IM 0448(013); Tarrant County SH 360 EmergencyC# 6166-2-24-001; Wichita County US 287, P#STP 2008(043) etc.; Tarrant County FM 731 P#STP 2005(775) MM

2. **Explanation**

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

The relationship does not create an organizational conflict of interest since all current projects listed above were awarded on a low bid basis.

Zachry Construction Corporation

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Mr. Jean Abiassi
Name

Vice President
Title

Zachry Construction Corporation
Company Name

July 15, _____, 2008
Date

PB Americas, Inc.
dba Parsons Brinckerhoff Americas Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

> Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

See Attachment J-1

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

Not applicable. No organizational conflicts of interest are described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Dale T. Moeller
Name

Vice President
Title

PB Americas, Inc. dba Parsons Brinckerhoff Americas Inc.
Company Name

June 30, 2008
Date

Attachment J-1

Current Contractual Relationships with TxDOT

Number	Name	Client	Role of PB Americas, Inc.
22236	BRYAN-SH6	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22249	US69 CORRIDOR STUDY	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22288	US380 WIDENING STUDY	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22290	SH36 PLANNING & ENVIRONMENTAL SERVICES	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22328	IH-69 GEC CORRIDOR STUDY	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22338	LAREDO EVERGREEN	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22363	LAREDO FEASIBILITY STUDY	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22365	TXDOT HYDRAULIC EVERGREEN	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22406	SH 24	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22410	US 69	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22413	IH 820 MIS	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22414	US 82 ATLANTA	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22417	TYLER US 69	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22420	Reagan Bypass SH6	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22421	SH26 from Brumlow Ave. to SH114	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22429	SH 30 Huntsville PS	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22449	TxDOT Dallas Traffic Services	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22455	I69 SIU 13	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22472	TYLER EVERGREEN	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22479	FM2818/FM2154 Interchange	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22482	WICHITA FALLS EVERGREEN	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22487	Waco Bridge Evergreen	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22495	US 75 PS & E	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22500	KATY FREEWAY GEC	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
31104	Expert Witness	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
31202	HOUSTON UTILITY-EVERGREEN	TEXAS DEPARTMENT OF TRANSPORTATION	PRIME CONSULTANT
22262	US82 EAST-WEST FREEWAY	HNTB CORPORATION	SUBCONSULTANT
22362	EL PASO ITS ON LOOP 375	EXCELSIS, INC	SUBCONSULTANT
31107	Elysian Viaduct Bridge	STRUCTURAL ENGINEERING ASSOCIATES, INC.	SUBCONSULTANT

J.D. Abrams, L.P.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

> Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

COUNTY	HIGHWAY	PROJECT	CSJ	CONTRACT
Denton	FM 428 (Ret Wall)	Emergency Slope Repair	6177-21-001	
Harris	CS (Gesner)	CM 2008 (416)	0912-72-007	03083201
Dallas	SH 121	NH 2007(797)	0364-02-021	08073202
El Paso	IH 10 (Horizon Blvd)	NH 2007(251)	2121-04-067	04073202
El Paso	Spur 601	PTF 2007(869)	1046-03-001	2006-002-01
Bell	IH 35	IBR 2005(912), etc.	0015-07-063	06063201
El Paso	US 54	STP 2006(434)MM	0167-01-081	08033022
Denton	LP 288	NH 2006(096)	2250-01-021	07053002
El Paso	CS (Fred Wilson)	MG 2005(290), etc.	0924-06-258	09053206
El Paso	FM 659	STP 2005(925)	0001-02-045	09053206
Fort Bend	US 90A	STP 2005(415)MM	0027-08-144	09053202
El Paso	FM 659	MG 2005(652)	1046-01-019	07053226
Dallas	SH 161	NH 2005(747)	2964-01-030	07053002
El Paso	FM 3255	STP 2005(752)	0665-01-007	06053229
Dallas	SH 161	NH 2005(148)	2964-01-029	06053202
Harris	CS (Fairmont Parkway)	CM 99(758)	0912-71-696	05053004
Brazoria	SH 35	DPI 0114(2)	0179-02-068	02043201

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

The relationship does not create an organizational conflict of interest since all current projects listed above with the exception of El Paso - Spur 601 - PTF 2007(869) – 2006-002-01(as Best Value Selection) were awarded on a low bid basis.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

William G. Burnett, P.E.
Name

Vice President-Project Development
Title

J. D. Abrams, L. P.
Company Name

July 15, 2008
Date

Bridgefarmer & Associates, Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

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Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

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See Attachment J-1

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

Not Applicable. No organizational conflicts of interest are described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Mansoor Ahsan
Name

Chief Executive Officer
Title

Bridgefarmer & Associates, Inc.
Company Name

July 15, 2008
Date

Attachment J-1

Amarillo
Contract No.: 04-145P5007

Atlanta
Contract No.: 19-845P5001

Bryan
Contract No.: 17-645P5003

Dallas
Contract No.: 18-748P5001
Contract No.: 18-548P5001
Contract No.: 18-548P5002

Kimley-Horn and Associates, Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

Current TxDOT Contracts for Kimley-Horn:

District	Job Number	Description
Austin	14-648P5022	On-Call Design Services
El Paso	24-448P5007	On-Call ITS Services
Fort Worth	02-548P5010	On-Call Bridge Replacement
Wichita Falls	03-548P5003	On-Call Design Services
Wichita Falls	03-648P5010	On-Call Design Services
Wichita Falls	03-648P5013	On-Call Traffic Services
Lubbock	05-448P5002	On-Call ITS Services
Abilene	08-445P5004	On-Call Design Services
Waco	09-448P5002	On-Call Design Services
San Antonio	15-648P5002	On-Call Traffic Services
San Antonio	15-748P5024	On-Call ITS Services
Dallas	18-648P5015	On-Call Traffic Services
Dallas	18-648P5019	On-Call Traffic Services
Dallas	18-748P5011	On-Call Design Services
Beaumont	20-548P5006	On-Call Design Services
Laredo	22-845P5002	On-Call Design Services
El Paso	24-648P5031	On-Call ITS Services
Austin	14-548P5001	SH 71 / US 183 Interchange
Houston	12-748P5042	US 290 / IH 610 Interchange

Former TxDOT Employees Currently Working for Kimley-Horn:

Dennis Seal, P.E.
Lori Davidson, P.E.
G. Lynn Daniel, P.E.
Pedro T. (Rey) Carrasco, P.E.
Thomas F. (Fred) Burchett, Jr., P.E., PTOE
Jehane R. Davellia, P.E.
Thomas C. Duvall, EIT
Austin T. Evetts, EIT
Nicholas F. Holscher, EIT
Jeri Y. Ji, EIT
Brian D. Van De Walle, P.E., PTOE, IMSA
Lloyd T. Weisbrook
Tove C. White, P.E.
Donna Novak
Blair G. Marsden, P.E.
Nestor T. Mendoza, P.E.
Chad Wood, P.E.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

The engagements listed above have no direct bearing on this project and would not create a situation in which Kimley-Horn and Associates, Inc. or employees of Kimley-Horn would be unable or potentially unable to render impartial assistance or advice to the owner, nor would the objectivity of Kimley-Horn or employees of Kimley-Horn in performing the contract work be otherwise impaired, and nor would Kimley-Horn or employees of Kimley-Horn have an unfair competitive advantage.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Dean Henigsman, P.E.
Name

Senior Vice President
Title

Kimley-Horn and Associates, Inc.
Company Name

July 15, 2008
Date

Atser, L.P.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

> Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

ATSER has no current TxDOT contracts. Past contracts were for batch

plant inspection, asphalt and concrete inspection in Houston, Lufkin and Bryan, Texas. 1998-2006

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

ATSER does not have any conflict of interest to mitigate or neutralize to be engaged in this project.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Robert B. Bledsoe, P.E.
President
ATSER, LP

July 15, 2008

Bohannan-Huston, Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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> Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

1) Contract #04-5XXP1001, Surveying Services, Indefinite Delivery Contract (Expires 7/08) – R. Mike Robbins, RPLS (Amarillo District Surveyor) Telephone # 806-356-3317

2) Contract #12-6XXP1020, Surveying Services, Indefinite Delivery Contract (Expires 11/08) – Ivor Walker, RPLS (Houston District Surveyor) Telephone # 713-802-5626

3) Contract #18-6XXP1002, Surveying Services, Indefinite Delivery Contract (Expires 10/08) – Mark Eder (Dallas District Survey Coordinator) Telephone # 214-319-6477

4) Contract #02-7XXP1001, Surveying Services, Indefinite Delivery Contract Michael Szurgot, RPLS (Ft. Worth District Surveyor) Telephone # 713-802-5626

5) Contract #18-6XXP4002, Surveying Services, Indefinite Delivery Contract (Expires 9/08) - Mark Eder (Dallas District Survey Coordinator) Telephone # 214-319-6477

6) Contract #02-4XXP1005, Evergreen Laser Data Project Contract (Expires 10/08) Shiraz Dhanani Telephone # 817-370-6763

Note:

BHI has been selected for another Surveying Services, Indefinite Delivery Contract with the Houtston District but the contract has not been executed (12-XXP1025).

BHI is a sub consultant to a firm (Wortech Land Surveyors, Inc.) that has been selected for a Surveying Services, Indefinite Delivery Contract with the Houston District but the Contract has not been executed (12-XXP1018).

BHI is a sub consultant to a firm (Dunaway Associates) for another Surveying Indefinite Delivery Contract with the Ft. Worth District (02-8XXP1001).

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

BHI has the resources to satisfy the requirements of the signed contracts without impacting the commitments the proposed project.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Bradley E. Adams, P.E.
Name

Senior Vice President
Title

Bohannan Huston, Inc.
Company Name

July 15, 2008
Date

CSJ Engineering Associates

CSJ Engineering Associates
(Engineering Consultants)
Post Office Box 16116
Austin, TX 78761-6116

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

> Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

None

CSJ Engineering Associates
(Engineering Consultants)
Post Office Box 16116
Austin, TX 78761-6116

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

N/A

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

John T. Schulte
Name

Principal
Title

CSJ Engineering Associates
Company Name

July 15, 2008
Date

CSJ Engineering Associates
(Engineering Consultants)
Post Office Box 16116
Austin, TX 78761-6116

Hayden Consultants, Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

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Hayden Consultants, Inc. has no current TxDOT contracts as a prime consultant.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Rachel Hayden
Name

President
Title

Hayden Consultants, Inc.
Company Name

July 15, 2008
Date

IEA, Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

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None

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

N/A

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Shakeel Ahmed
Name

Chief Executive Officer
Title

IEA, Inc.
Company Name

July 15, 2008
Date

Lina T. Ramey & Associates, Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

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LTRA has the following current TxDOT contracts:

El Paso	*Survey Evergreen*	*24-6XXP1005*
Dallas	*Survey Evergreen*	*18-6XXP1009*
Dallas	*Engineering Evergreen*	*18-548P5003*
Dallas	*Engineering Evergreen*	*18-848P5006*

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

Once awarded a contract and throughout the duration of the project, LTRA holds and/or participates in regularly scheduled meetings to discuss project progress and identify and address any potential organizational conflicts. Early attention to these matters often affords a quick and timely resolution.

LTRA's consistent high marks for quality given by our clients are a constant testimony to the way our employees efficiently and effectively work together as a team.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Lina Ramey
Name

President
Title

Lina T. Ramey & Associates, Inc.
Company Name

July 15, 2008
Date

Oldfield Davis, Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

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1996-97 TxDOT Houston District I-45 Pierce Elevated Public Information

HW-12-6-80740

2000-current TxDOT Houston District I-10 Katy Freeway Public Information
12-045P5002

1994-1998, 2002-2006 TxDOT Auto Theft Prevention
PO#B442002001355000

2004 TxDOT Houston District Spur 527 Public Information
no contract

2000-2005 TxDOT Dallas District Dallas High Five Public Information
PO# 18200006217500

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

Oldfield Davis operates in strict confidentiality, and staff members are provided information on a need-to-know basis. It is our belief that no TxDOT projects we are currently involved with or are pursuing pose a conflict of interest.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Rachel M. Davis

Signature

Rachel Davis
Name

President
Title

Oldfield Davis, Inc.
Company Name

July 15, 2008
Date

O.R. Colan Associates of Illinois, LLC

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

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Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

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O. R. Colan Associates of Illinois, LLC currently has a professional services on-call agreement with TxDOT for professional right-of-way services. The agreement was part of 55-8RFP6001.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

O. R. Colan Associates does not anticipate any conflicts associated with current agreement with TxDOT.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Stephen J. Toth, R/W-RAC
Name

Chief Operating Officer
Title

O.R. Colan Associates of Illinois, LLC
Company Name

July 1, 2008
Date

Professional Service Industries, Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

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List of TxDOT Contracts

Bridge Division # 880848P5008

Construction Division # 4606XXP0006

Construction Division # 4606XXP0011

Construction Division # 4607XXP0011

Construction Division #C442005099628000

Construction Division #B152005200501000

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

Currently PSI does not have any active projects that would cause a conflict of interest. However, PSI is currently performing structural steel inspection services for the fabrication of TXDOT bridge pieces manufactured in Grand Junction, Colorado as a quality assurance agent for TXDOT. This can not be conceived as a conflict unless Kiewit were to purchase structural steel from the same fabricator. While PSI views our services to be in the interest of both Kiewit and TXDOT, PSI would identify this condition to TXDOT and we would request their directive. PSI can and will terminate our services on the TXDOT fabrication contract and remove ourselves from inspection services at the Grand Junction facility with seven days written notice to the state. To prevent a conflict of interest (if PSI is awarded the DFW Connector project) PSI will decline any work that would be viewed as a conflict of interest for the DFW Connector project.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Douglas Dayton P.E.

Executive Vice President

Professional Service Industries Inc, (PSI)

July15, 2008

Public Information Associates

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

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PIA has no current contracts with TxDOT.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

N/A

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Judy A. Meyer

Signature

Judy A. Meyer
Name

Owner
Title

Public Information Associates
Company Name

July 15, 2008
Date

Pwr Solutions, Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

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N/A

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

N/A

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Sunil Talati
Name

President
Title

PwrSolutions, Inc.
Company Name

July 15, 2008
Date

STL Engineers &
Laboratories, Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

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STL Engineers & Laboratories currently holds a two year indefinite delivery contract with the TxDOT Dallas District to provide geotechnical drilling, laboratory testing and engineering services. The contract number is 18-6XXP0005.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

N/A. There are no organizational conflicts of interest described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Scott Pettit, P.E.
Name

Vice President
Title

STL Engineers & Laboratories
Company Name

July 01, 2008
Date

The Transtec Group, Inc.

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

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1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

The Transtec Group is not currently engaged in any direct contracts with the Texas Department of Transportation.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

n/a

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Dan Rozycki.
Name

President
Title

The Transtec Group
Company Name

July 15, 2008
Date

Form Q

NorthGate Constructors, a Joint Venture

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE PROPOSER, MAJOR PARTICIPANT AND EACH NON-EXEMPT SUBCONTRACTOR.

The undersigned Proposer hereby certifies that it has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Executed: July 15, 2008

NorthGate Constructors, a Joint Venture

By: Kiewit Texas Construction L.P. – Managing Partner

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Construction L.P.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Kiewit Texas Construction L.P.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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The undersigned Major Participant hereby certifies that it has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Executed: July 15, 2008

Kiewit Texas Construction L. P.

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Co. – General Partner

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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Zachry Construction Corporation

Zachry Construction Corporation

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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The undersigned Proposer **Equity Participant** Major Participant_proposed Subcontractor_ hereby certifies that it has_____ has not_**X***__ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Zachry Construction Corporation
(Company)

By: _____
(Title) **Mr. Jean Abiassi, Vice President**

Date: **July 15, 2008**

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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***Zachry Construction Corporation certifies that (i) because it is not a sales and service contractor it is not required to develop and have on file at each establishment affirmative action programs pursuant to 41 CFR Part 6002, however it does certify that it abides by affirmative action requirements pursuant to 41 CFR 60-4 under Construction Contractors Affirmative Action Requirements as required by Executive Order 11246.**

PB Americas, Inc.
dba Parsons Brinckerhoff Americas Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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Date: June 30, 2008

PB Americas, Inc. dba Parsons Brinckerhoff Americas Inc.

Dale T. Moeller

Signature

Dale T. Moeller
Name

Vice President
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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J.D. Abrams, L.P.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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Date: July 15, 2008

J. D. Abrams, L. P.

Signature

William. G. Burnett, P.E.
Name

Vice President-Project Development
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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Bridgefarmer & Associates, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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The undersigned proposed Major Participant hereby certifies that it has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: July 15, 2008

Bridgefarmer & Associates, Inc.

Signature

Mansoor Ahsan
Name

Chief Executive Officer
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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Kimley-Horn and Associates, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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Date: July 15, 2008

Kimley-Horn & Associates, Inc.

Signature

Dean Henigsman
Name

Senior Vice President
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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Atser, L.P.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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The undersigned proposed subcontractor hereby certifies that it _XX_has ___ has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: July 15, 2008

ATSER, LP

Robert B. Bledsoe, P.E.
President

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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Bohannan-Huston, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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Date: July 15, 2008

Bohannan Huston, Inc.

Signature

Bradley Adams
Name

Senior Vice President
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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CSJ Engineering Associates

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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Date: July 15, 2008

CSJ Engineering Associates

Signature

John T. Schulte
Name

Principal
Title

CSJ Engineering Associates
(Engineering Consultants)
Post Office Box 16116
Austin, TX 78761-6116

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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Hayden Consultants, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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Date: July 15, 2008

Hayden Consultants, Inc.

Signature

Rachel Hayden
Name

President
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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IEA, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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Date: July 15, 2008

IEA, Inc.

Signature

Shakeel Ahmed
Name

Chief Executive Officer
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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Lina T. Ramey & Associates, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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Date: July 15, 2008

Lina T. Ramey & Associates, Inc.

Signature

Lina T. Ramey
Name

President
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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Oldfield Davis, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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Date: July 15, 2008

Oldfield Davis, Inc.

Rachel M. Davis

Signature

Rachel M. Davis
Name

President
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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O.R. Colan Associates of Illinois, LLC

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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Date: July 1, 2008

O.R. Colan Associates of Illinois, LLC

Signature

Stephen Toth
Name

Chief Executive Officer
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

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Professional Service Industries, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

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Date: July 15, 2008

Professional Service Industries Inc, (PSI)

Signature

Douglas Dayton P.E.
Executive Vice President

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Public Information Associates

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE PROPOSER, MAJOR PARTICIPANT AND EACH NON-EXEMPT SUBCONTRACTOR.

The undersigned proposed subcontractor hereby certifies that it has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: July 15, 2008

Public Information Associates

Judy A. Meyer

Signature

Judy A. Meyer
Name

Owner
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Pwr Solutions, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE PROPOSER, MAJOR PARTICIPANT AND EACH NON-EXEMPT SUBCONTRACTOR.

The undersigned proposed subcontractor hereby certifies that it has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: July 15, 2008

PwrSolutions, Inc.

By:
Signature

Sunil Talati
Name

President
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

STL Engineers &
Laboratories, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE PROPOSER, MAJOR PARTICIPANT AND EACH NON-EXEMPT SUBCONTRACTOR.

The undersigned proposed subcontractor hereby certifies that it ✓ has ___ has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: June 27, 2008

STL Engineers & Laboratories

Signature

Scott Pettit, P.E.
Name

Vice President
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The Transtec Group, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION — Form Q

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE PROPOSER, MAJOR PARTICIPANT AND EACH NON-EXEMPT SUBCONTRACTOR.

The undersigned proposed subcontractor hereby certifies that it has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: July 15, 2008

The Transtec Group, Inc.

Signature

Dan Rozycki
Name

President
Title

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Guarantor Letter

Kiewit

July 15, 2008

BRUCE E. GREWCOCK
President and Chief Executive Officer

Amadeo Saenz, Jr., P.E.
Executive Director
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701-2483

Re: Commitment of Executive-Level Manager for the DFW Connector Project

Dear Mr. Saenz:

When presented with the opportunity to compete for large, complex projects with a high degree of regional significance, it has been Kiewit's practice to assign experienced senior managers to lead the project team. For the DFW Connector Project, I am pleased to commit the services of Keith Sasich as Project Director.

Keith currently serves as President of Kiewit Texas Construction L.P. For the past 10 years, Keith has held overall management responsibility for our operations in Texas, Oklahoma and Louisiana. He is a "hands-on" operations executive in the truest sense, and there are few people at his level more knowledgeable about construction in the Texas transportation market.

During Keith's leadership of our Texas operations, he has been responsible for hundreds of millions of dollars worth of construction, including the I-30 Tom Landry Freeway in Dallas and several projects at DFW Airport. His organization has also assisted Kiewit's operations in other geographic areas with management, resources and equipment on successful transportation mega-projects, including the $1.2 billion I-25 T-REX design-build project in Denver and the $1.3 billion design-build I-15 Corridor Reconstruction in Salt Lake City.

Several years ago, we made a similar senior-level commitment for the $1.0 billion Bay Bridge Skyway Segment in San Francisco. Just like Keith on this project, that manager's time was 100% committed to the project, with his deputy assuming leadership of his business unit's remaining construction operations. Keith is likewise fully committed to this project.

The DFW Connector Project will be essential in meeting the transportation needs of the Dallas-Fort Worth area. We are pleased to be able to commit to the project one of our top leaders with decades of construction experience.

Sincerely,

Bruce E. Grewcock
President and CEO

cc: Sam E. Swan, P.E.
Texas Department of Transportation
125 East 11th Street, 5th Floor
Austin, Texas 78701-2483

Mark Tomlinson
TTA Division Director
Texas Department of Transportation
Texas Turnpike Authority
125 East 11th Street
Austin, Texas 78701-2483

KIEWIT CORPORATION
Kiewit Plaza, Omaha, NE 68131
(402) 342-2052

ZACHRY

July 11, 2008

Sam E. Swan, P.E.
Texas Department of Transportation
125 East 11th Street, 5th Floor
Austin, Texas 78701

Re: DFW Connector
Guarantee for NorthGate Constructors, a Joint Venture

Gentlemen:

In accordance with Section 3.2.13 of Exhibit B of Instructions to Proposers, a guarantee on behalf of NorthGate Constructors, a Joint Venture will be necessary. If NorthGate Constructors, a Joint Venture is awarded the referenced contract, Zachry Corporation will provide a guarantee in the form of Exhibit 13 of the CDA and/or Exhibit 9 of the Capital Maintenance Agreement (as applicable) on behalf of NorthGate Constructors, a Joint Venture concurrently with the execution and delivery of the CDA Documents and Capital Maintenance Agreement by NorthGate Constructors, a Joint Venture.

Zachry Corporation hereby states that its commitment to provide a guarantee will remain in effect until an award and execution of the agreements is made by the Texas Department of Transportation.

Sincerely,

Max L. Frailey
Vice President

Zachry Corporation
527 Logwood, P.O. Box 241948 San Antonio, TX 78224-8948 P 210.475.8000 F 210.554.3810 www.zachry.com

CERTIFICATE OF SECRETARY

I CERTIFY THAT:

I am the duly qualified and acting Secretary of Zachry Corporation, a duly organized and existing Delaware corporation (the "Corporation").

The Board of Directors of Zachry Corporation adopted the following resolutions pursuant to Special Consent of Directors In Lieu of Meeting dated July 1, 2008:

> RESOLVED, that the President and each Vice President of the Corporation (each, an "**Authorized Person**") are each authorized, empowered, and directed to take all actions and to execute, deliver, and perform for or on behalf of the Corporation all instruments, documents, agreements, certificates, or writings, and any amendments thereof, as such Authorized Person deems advisable in connection with the participation of the Corporation's wholly owned subsidiary, Zachry Construction Corporation ("**ZCC**"), in the DFW Connector Project (the "**Project**"), as outlined in the Request for Proposals issued by the Texas Department of Transportation on March 28, 2008, as it has been amended and supplemented from time to time (the "**RFP**"), including, without limitation, any guaranties by the Corporation of the obligations of ZCC or the joint venture it has formed with Kiewit Texas Corporation, L.P., named Northgate Constructors, a Joint Venture (the "**Joint Venture**") that the Authorized Person deems necessary or appropriate.
>
> FURTHER RESOLVED, that all actions by the officers and employees of the Corporation taken and performed up to the date hereof with respect to the Project, the formation of the Joint Venture, and the Project, and any other related transactions or occurrences be, and they hereby are, approved, ratified and confirmed in all respects.
>
> FURTHER RESOLVED, that each officer of the Corporation is authorized, empowered, and directed to take all further actions to execute and deliver, for and on behalf of the Corporation all other instruments, documents, agreements, or writings and to take such other action as such officer deems advisable to consummate the transactions contemplated pursuant to these Resolutions.
>
> FURTHER RESOLVED, that the Secretary of the Corporation and any Assistant Secretary of the Corporation are each authorized, empowered, and directed to certify and attest to any documents, including without limitation, the Articles of Incorporation of the Corporation, the Bylaws of the Corporation, Certificates of Incumbency, Board of Directors' Resolutions, and Certificates of Authority, that the Secretary or Assistant Secretary may deem necessary or appropriate to consummate the transactions contemplated pursuant to these Resolutions, provided that such attestation not be required for the validity of any particular document.

The above resolutions are in conformity with the Articles of Incorporation and By-Laws of the Corporation, has never been modified or repealed, and is now in full force and effect.

DATED: July 11, 2008

(S E A L)

Timothy A. Watt, Secretary

Surety Info.

NorthGate Constructors

NorthGate Constructors, a Joint Venture Surety Information

(a) Name of Bonding Company Name(s), address(es) and phone numbers of the Surety(ies) that will provide the above-referenced bonds (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company), and the name(s), address(es) and phone number(s) of the designated agent(s).

Kiewit Texas Construction L. P. : Surety:

Travelers Casualty and Surety Company, One Tower Square, Hartford, CT 06183
Mark Costello; Branch Manager, Phone 402-498-4601

Zachry Construction Corporation: Co-Surety Agreement Including:

1) Travelers Surety, 2700 N.E. Loop 410, Suite 125, San Antonio, TX 78217
Terry W. Nielsen, Branch Manager, Phone 210-527-3201

2) Zurich North American, 12222 Merit Drive, Suite 700 Dallas, TX 75251
Beth Adler, Sr. Regional Vice President, Phone 972-774-2221

3) Federal Insurance Company, 2000 West Loop South, Suite 1800, Houston TX 77027-3500, Kime Keimig, Surety Manager, Phone 713-297-4600

(b) Whether or not each listed Surety has defaulted on any obligation within the past ten years, and, if so, a description of the circumstances and the outcome of such default.

Kiewit Texas Construction L. P.: The bonding company listed for Kiewit Texas Construction L.P. has not defaulted on any of its obligations as a surety in the past ten years.

Zachry Construction Corporation: The bonding companies listed in 8.0 (a) for Zachry Construction Corporation has not defaulted on any of its obligations as a surety in the past ten years.

Form R

NorthGate Constructors, a Joint Venture

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION - Form R

The undersigned, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

> is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Executed: July 15, 2008

NorthGate Constructors, a Joint Venture

By: Kiewit Texas Construction L.P. – Managing Partner

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Construction L.P.

Kiewit Texas Construction L.P.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION - Form R

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None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Executed: July 15, 2008

Kiewit Texas Construction L. P.

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Co. – General Partner

Zachry Construction Corporation

Zachry Construction Corporation

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION - Form R

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If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date: **July 15**, 2008

Signature

Mr. Jean Abiassi, Vice President
Title

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members or joint venturers of the Proposer and all other Major Participants.]

PB Americas, Inc.
dba Parsons Brinckerhoff Americas Inc.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION - Form R

The undersigned, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

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None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date: June 30, 2008

PB Americas, Inc. dba Parsons Brinckerhoff Americas Inc.

Signature

Dale T. Moeller
Name

Vice President
Title

J.D. Abrams, L.P.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION - Form R

The undersigned, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

> is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

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None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date: July 15, 2008

J.D. Abrams, L.P.

Signature

William. G. Burnett
Name

Vice President- Project Development
Title

Bridgefarmer & Associates, Inc.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION - Form R

The undersigned, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

> is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date: July 15, 2008

Bridgefarmer & Associates, Inc.

Signature

Mansoor Ahsan
Name

Chief Executive Officer
Title

Kimley-Horn and Associates, Inc.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION - Form R

The undersigned, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

> is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

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None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date: July 15, 2008

Kimley-Horn and Associates, Inc

Signature

Dean Henigsman P.E.
Name

Senior Vice President
Title

Form S

NorthGate Constructors, a Joint Venture

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING— Form S

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, **"Disclosure Form to Report Lobbying,"** in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Executed: July 15, 2008

NorthGate Constructors, a Joint Venture

By: Kiewit Texas Construction L.P. – Managing Partner

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Construction L.P.

Kiewit Texas Construction L.P.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING— Form S

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, **"Disclosure Form to Report Lobbying,"** in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Executed: July 15, 2008

Kiewit Texas Construction L. P.

By: _____

Name: Keith Sasich

Title: President, Kiewit Texas Co. – General Partner

Zachry Construction Corporation

Zachry Construction Corporation

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING— Form S

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, **"Disclosure Form to Report Lobbying,"** in accordance with its instructions.

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The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Date: **July 15**, 2008

Signature

Mr. Jean Abiassi, Vice President

Title

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members or joint venturers of the Proposer and all other Major Participant]

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action ☐ a. contract b. grant c. cooperative agreement **None** d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action ☐ a. bid/offer/application b. initial award c. post-award **None**	3. Report Type: ☐ a. initial filing b. material change **None** For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: **None** Congressional District, *if known*:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: **None**
6. Federal Department/Agency: **None**		7. Federal Program Name/Description: **None** CFDA Number, *if applicable:* _____
8. Federal Action Number, *if known*: **None**		9. Award Amount, *if known*: **None** $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): **None**		b. Individuals Performing Services (*including address if different from No. 10a*) **None**
(*attach Continuation Sheet(s) SF-LLL-A, if necessary*)		
11. Amount of Payment (*check all that apply*): $ **None** ☐ actual ☐ planned		13. Type of Payment (*check all that apply*); ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ other; specify: **None**
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature **None** value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: **None** (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: Jean Abiassi Print Name: **Mr. Jean Abiassi** Title: **Vice President** Telephone No. **210/475-8000** Date: **07/15/08**
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: Zachry Construction Corporation

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.

10. A. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

    B. Enter the full names of the individual(s) performing services, and include full address if different from 10A. Enter last name, first name, middle initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

PB Americas, Inc.
dba Parsons Brinckerhoff Americas Inc.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING— Form S

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, **"Disclosure Form to Report Lobbying,"** in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Date: June 30, 2008 PB Americas, Inc. dba Parsons Brinckerhoff Americas Inc.

Signature

Dale T. Moeller
Name

Vice President
Title

J.D. Abrams, L.P.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING— Form S

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2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, **"Disclosure Form to Report Lobbying,"** in accordance with its instructions.

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The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Date: July 15, 2008

J.D. Abrams, L.P.

Signature

William. G. Burnett
Name

Vice President- Project Development
Title

Bridgefarmer & Associates, Inc.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING— Form S

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, **"Disclosure Form to Report Lobbying,"** in accordance with its instructions.

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The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Date: July 15, 2008

Bridgefarmer & Associates, Inc.

Signature

Mansoor Ahsan
Name

Chief Executive Officer
Title

Kimley-Horn and Associates, Inc.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING— Form S

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Date: July 15, 2008

Kimley-Horn and Associates, Inc

Signature

Dean Henigsman P.E.
Name

Senior Vice President
Title