

Texas Department of Transportation

TECHNICAL PROVISIONS

STATE HIGHWAY 360

DESIGN-BUILD PROJECT

Attachment 14-1

Railroad Agreement

Tarrant and Ellis County
CSJ 2266-02-103
Project NH () M
SH 360 in Mansfield (Proposed)
DOT No. 411 744S

STATE OF TEXAS §

COUNTY OF TRAVIS § CONTRACT NO 022XXX5005

**TEXAS DEPARTMENT OF TRANSPORTATION
RAILROAD HIGHWAY UNDERPASS AGREEMENT**

THIS AGREEMENT, made on the date hereinafter shown as being fully executed, by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State" and/or "Department," and the Union Pacific Railroad Company, a Delaware corporation, hereinafter called the "Railroad," acting by and through its official contracting executives.

WITNESSETH

WHEREAS, the State proposes to construct **SH 360** under the tracks of the Railroad at **Railroad Milepost 31.00 (Highway Station 1106+13.99) in Mansfield, Texas, Tarrant and Ellis Counties, Texas**, and the State proposes to construct an underpass structure, as shown on the print marked Exhibit "A," attached hereto and made a part hereof.

WHEREAS, all work to be performed and all materials to be provided will be at the State's expense.

AGREEMENT

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

1. LICENSE.

a. The Railroad hereby gives to the State license and permission for the construction, maintenance, and use of the aforesaid underpass structure and highway across its property and under its tracks at the intersection of the railroad and highway, as shown on Exhibit "A." The license, given hereby, shall not prevent the Railroad from operating its trains or multiplying or changing its tracks across the land over which license has been given or under the underpass contemplated hereby.

b. It is agreed that should the property or any portion thereof, which is licensed hereunder, cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

2. PLANS, ESTIMATES, CONSTRUCTION, and MAINTENANCE.

a. In order to provide for the safety of rail traffic, the Railroad may provide, at State's expense, flaggers during the period of performance of work in or incident to the proposed underpass construction. The State shall give the Railroad's Superintendent of Transportation at least 72 hours written notice prior to commencement of any work hereunder.

b. The Railroad shall perform the flagging to be done by the Railroad as required by the project only after receipt of a written Work Order from the State to proceed withsame. Payment will not be made for flagging done by the Railroad which is performed at the project site prior to the issuance of a "Work Order" by the State. The providing of this service shall not relieve the State and/or its Contractor of any responsibility or liability.

c. The State agrees to prepare plans and specifications, subject to approval by the Railroad, for the proposed underpass. Said plans and specifications, after having been approved in writing by the State and the Railroad, are hereby adopted as plans and specifications covering the construction of said underpass structure and, when so approved, shall be attached hereto, marked "Exhibit B," and made a part hereof. No changes in the Exhibit "B" are to be made without the written approval of such changes by the State and the Railroad.

d. The State shall furnish material for and perform the work to be done by it hereunder in accordance with the approved plans and specifications. The State shall construct the underpass structure(s), drainage facilities, and build its roadway, sidewalks, and pavement across the Railroad's right of way as shown on the plans and in accordance with approved specifications and shall maintain or arrange for the maintenance of these facilities.

e. The Railroad, unless otherwise provided, shall make such changes or alterations in the tracks, communication and signal pole and wire lines, pipe sewer and drainage or other facilities or buildings located upon the Railroad's right of way, which may be displaced or required by the construction of the project, as may be necessary to maintain continuous service and conform them to said construction and restore them to former condition for service either prior to, during, or following construction of said work. The Railroad shall prepare estimates, subject to approval by the State, for the adjustment of such facilities. The Railroad should also include flagging and engineering in the estimate. Only work shown in the estimates will be reimbursed.

f. The Railroad shall commence the work to be done by it herein within thirty (30) days, after receipt of written notice from the State that the work may proceed and shall proceed diligently to the conclusion of its obligations herein. Assembly of materials should be made sufficiently in advance of the work to assure prompt delivery to the jobsite.

g. The State assumes the entire responsibility for the construction, maintenance, and use of said highway upon the Railroad's property at the location herein described and nothing contained herein shall ever be construed to place upon the Railroad any manner of liability for injury to or death of persons, or for damage to or loss of property arising from or in any manner connected with the construction, maintenance, or use of the portion of said highway located upon the Railroad's said property.

h. Upon completion of the underpass project, the State shall maintain or, arrange for the maintenance of the substructure units of the underpass, consisting of the piers, abutments, and wingwalls, and shall maintain or arrange for the maintenance of the highway, roadway, walks, and drainage across

the Railroad's right of way. The Railroad, at its expense, shall maintain the super-structure units of the underpass, including the beams, shoes, deck, waterproofing, track, and all Railroad facilities, except that the State will assume the repair costs on damage to beams and deck caused by highway traffic. In the event of damage to beams and/or deck by highway traffic, the extent and method of repair shall be agreed upon by the State and Railroad. In the future maintenance painting of the structural steel, the Railroad shall retain the original aluminum color and keep the underpass structure free of all advertising matter or insignia, except such identification lettering as may be approved by the State.

3. INSURANCE.

The contract or contracts to be let by the State for the construction of the work to be undertaken by it hereunder shall provide:

a. Comprehensive General Liability Insurance Policy. The Department's Contractor shall furnish evidence to the State that, with respect to the operations the Contractor performs, the Contractor carries a Standard Comprehensive General Liability Insurance Policy providing limits of not less than two million dollars (\$2,000,000) for bodily injury and property damage per occurrence, and not less than two million dollars (\$2,000,000) aggregate for all occurrences.

If any part of the work is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their operations.

b. Contractors' Protective Liability Insurance. The Department's Contractor shall furnish evidence to the State that, with respect to the operations performed for the Contractor by subcontractors, the Contractor carries on his own behalf a Contractors' Protective Liability Insurance Policy providing for a limit of not less than two million dollars (\$2,000,000) for bodily injury and property damage per occurrence, and not less than two million dollars (\$2,000,000) aggregate for all occurrences.

c. Railroad Protective Liability Insurance (which includes Bodily Injury, Property Damage, and Physical Damage Insurance). The Department's Contractor shall furnish an original policy to the State for and on behalf of the Railroad which, with respect to the operations the Contractor or any subcontractors perform, provides the Standard Railroad Protective Liability Insurance Policy, with a limit of not less than two million dollars (\$2,000,000) for bodily injury, property damage and physical damage to property, and not less than six million dollars (\$6,000,000) aggregate for all occurrences.

d. General. The insurance specified in paragraphs a. and b. shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by formal acceptance by the State.

The insurance specified in paragraph c. above shall be carried until all work performed on the Railroad right of way has been completed and the temporary grade crossing, if any, is no longer used by the Contractor.

4. PAYMENT.

a. No payment will be due the Railroad unless a Work Order for work to begin is issued. This Work Order will normally be issued shortly after the contract letting.

b. Reimbursement to the Railroad will be made for work performed and materials furnished, including but not limited to, insurance premiums and coverage at the rate and amount set forth in the approved cost estimate attached, in accordance with the provisions of the Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I, issued by the Federal Highway Administration on December 9, 1991 and amendments thereto except as modified by the provisions herein.

c. The cost of preliminary engineering is ineligible for reimbursement with Federal funds due to being incurred prior to date of program approval and will therefore be reimbursed with State funds if incurred after the State's request for preparation of estimates.

d. The Railroad may submit monthly bills of at least \$500.00, prepared in satisfactory form for work performed and materials installed. Payment will be made for as much as 95% of the costs detailed on the bills.

e. The Railroad will submit a complete and final bill, including all eligible costs, when the project is completed, and the State will pay to the Railroad as much as 95% of the costs detailed on the bill. After audit of the Railroad's documentation for the final bill, the State will make payment of the complete balance due the Railroad.

f. The Railroad shall retain adequate cost accounting records for auditing purposes for a period of three years after payment of the final bill.

5. CONDITIONS.

a. The State reserves the right to cancel this agreement for any reason and at any time prior to the issuance of a "Work Order" by the State to the Railroad to proceed with any part of the Railroad's flagging work. The State will not be responsible for any expense incident to any cost incurred in the event of the cancellation of this contract, unless a "Work Order" was issued by the State and the Railroad incurred expenses pursuant to that "Work Order."

b. In accordance with the Federal-Aid Policy Guide, Subchapter G, Part 646, Subpart B, the Railroad will not be required to participate in the cost of the project.

c. Upon execution by all parties, this agreement will be in effect and continue thereafter for so long as the Railroad premises shall be used for the purposes set forth herein; provided, however, if the State shall abandon the use of the Railroad premises, or any part thereof for such purposes, this permission and the rights and privileges granted hereby as to the portion or portions so abandoned whereupon the Railroad shall have the same complete title to the Railroad premises so abandoned as though these presents had never been executed and the right to enter thereon, and exclude therefrom the State, its successors, and assigns.

d. The State shall not assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the Railroad, and it is agreed that any transfer or assignment or attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and at the option of the Railroad shall terminate this agreement.

6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The State and/or its Contractor shall telephone the Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the State. If it is, the State and/or its Contractor will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

7. NOTIFICATION. The State agrees to notify the Railroad in writing when all work on the Railroad's right of way is complete.

8. The State acknowledges that it is not an agent, servant, or employee of the Railroad, and is responsible for its own acts and deeds and for those of its agents and employees during performance of contract work.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the dates indicated.

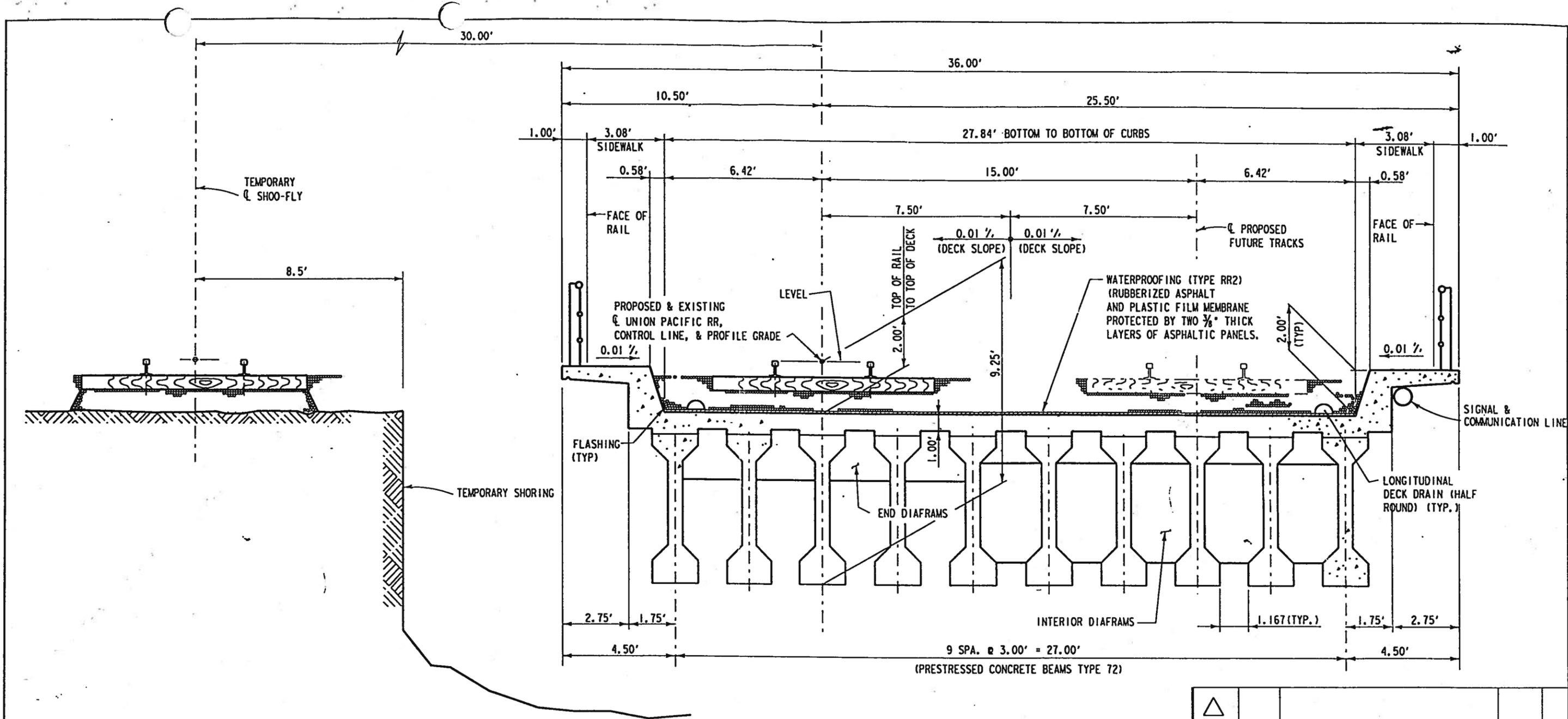
**UNION PACIFIC
RAILROAD COMPANY**

By: Thomas J. Ogee
(Title) ~~Assistant Vice President~~
Chief Engineer Design
Date: _____

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out established policies or work programs heretofore approved and authorized by the Texas Transportation Commission:

By: Carlos A. Lopez, P.E.
Carlos A. Lopez, P.E.
CARLOS A. LOPEZ, P.E., DIRECTOR
Traffic Operations Division
Date: 6/12/02



TRANSVERSE SECTION

△				
△				
△				
REV.	C.O.#	DESCRIPTIONS	DATE	DN.

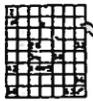
TEXAS DEPARTMENT OF TRANSPORTATION

LAYOUT

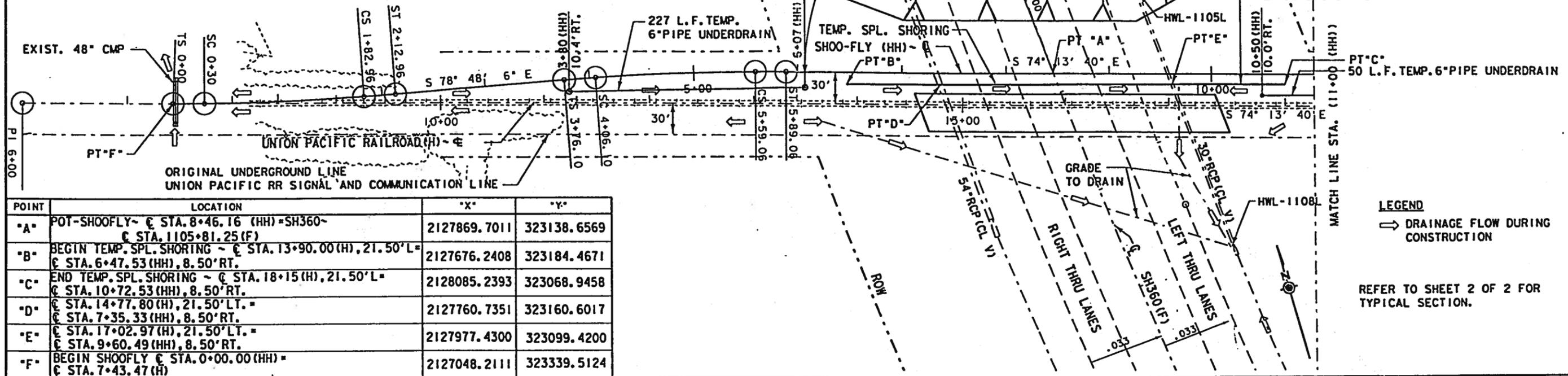
UNION PACIFIC
RAILROAD UNDERPASS

SHEET 2 of 2 SHEETS

1360spr.dgn	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
ORIGINAL DRAWING DATE: 12-29-97	6		
DN: AV	STATE	STATE DIST. NO.	COUNTY
CK:	TEXAS	02	TARRANT
DW:	CONTR.	SECT.	JOB
			HIGHWAY NO.
			SH 360



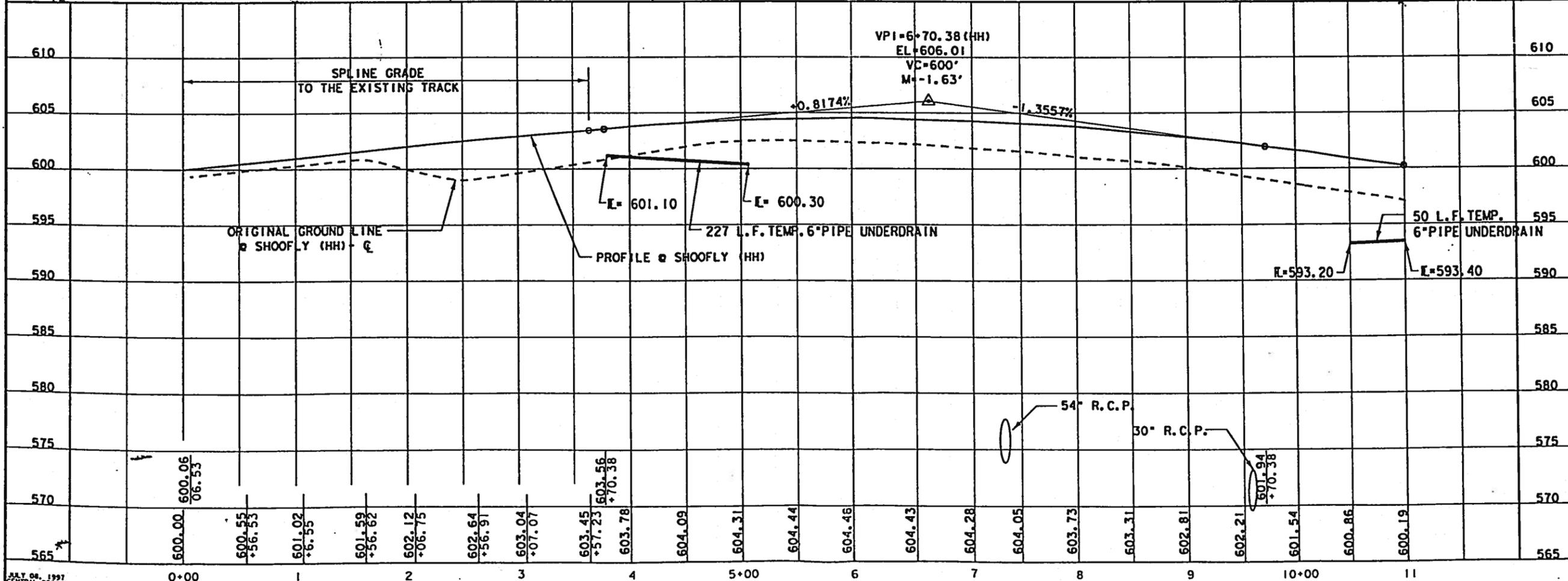
- SUMMARY OF WORK TO BE COMPLETED BY TXDOT OR TXDOT'S CONTRACTOR:
- 1) CONSTRUCT TEMP. SPL. SHORING.
 - 2) CONTRACTOR SHALL PROVIDE MATERIALS FOR SHOOFLY SUBGRADE & SHALL PERFORM ALL SUBGRADE WORK.
 - 3) EXCAVATE SH 360 ON BOTH SIDES OF THE RAILROAD/SHOOFLY SO THAT THE 30" RCP CAN BE JACKED AND BORED.
 - 4) JACK AND BORE THE 30" RCP AN ADDITIONAL 72 L.F. BEYOND THE PROPOSED LENGTH AND THEN PLACE AN ADDITIONAL 16 L.F. OF 30" RCP (USE SLOPE=0.65%). DO NOT CONSTRUCT HWL-1105L AT THIS TIME.
 - 5) AS THE BRIDGE IS BEING CONSTRUCTED, PLACE 6" PIPE UNDERDRAINS AND GRADE THE BRIDGE CONSTRUCTION AREA TO DRAIN TO HWL-1108L.
 - 6) UPON COMPLETION OF THE PROPOSED BRIDGE, AND OPENING TO THE RR TRAFFIC, THE CONTRACTOR SHALL REMOVE & DISPOSE OF SHOOFLY BALLAST, SHOOFLY SUBGRADE, 6" PIPE UNDERDRAINS & TEMP. SPL. SHORING.



POINT	LOCATION	"X"	"Y"
"A"	POT-SHOOFLY - C STA. 8+46.16 (HH) = SH360 - C STA. 1105+81.25 (F)	2127869.7011	323138.6569
"B"	BEGIN TEMP. SPL. SHORING - C STA. 13+90.00 (H), 21.50' L = C STA. 6+47.53 (HH), 8.50' RT.	2127676.2408	323184.4671
"C"	END TEMP. SPL. SHORING - C STA. 18+15 (H), 21.50' L = C STA. 10+72.53 (HH), 8.50' RT.	2128085.2393	323068.9458
"D"	C STA. 14+77.80 (H), 21.50' LT. = C STA. 7+35.33 (HH), 8.50' RT.	2127760.7351	323160.6017
"E"	C STA. 17+02.97 (H), 21.50' LT. = C STA. 9+60.49 (HH), 8.50' RT.	2127977.4300	323099.4200
"F"	BEGIN SHOOFLY C STA. 0+00.00 (HH) = C STA. 7+43.47 (H)	2127048.2111	323339.5124

LEGEND
 DRAINAGE FLOW DURING CONSTRUCTION

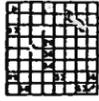
REFER TO SHEET 2 OF 2 FOR TYPICAL SECTION.



SHOOFLY AT UNION PACIFIC RAILROAD TO ACCOMPANY EXHIBIT "A"

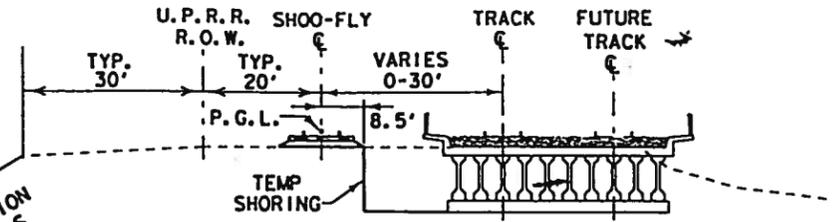
SHEET 1 of 2

STATE	DIST.	FEDERAL AID PROJECT NO.	SHEET NO.
TEXAS	DAL	MH () M	000
COUNTY	TARRANT		
CONTRACT NO.	2266	JOB NO.	DOT
HIGHWAY NO.	SH360		



SUMMARY OF WORK TO BE COMPLETED BY THE RAILROAD AT TXDOT'S EXPENSE.

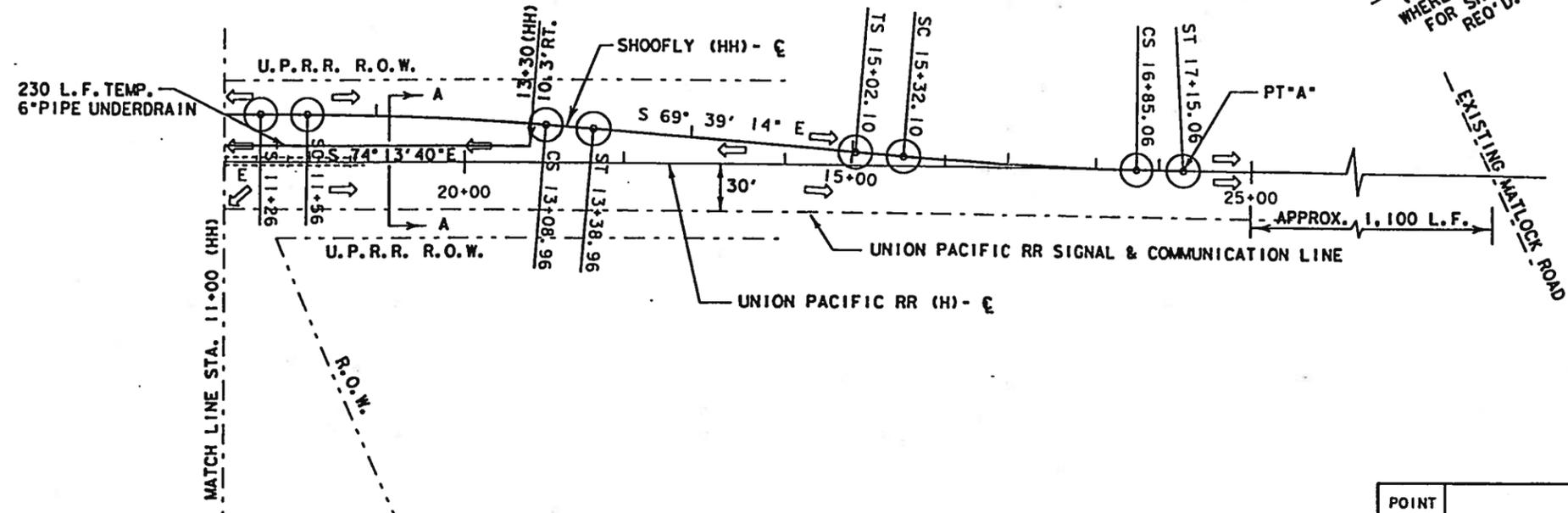
- 1) UPON COMPLETION OF THE SHOOFLY SUBGRADE BY THE CONTRACTOR, THE RR SHALL FURNISH & INSTALL BALLAST, TIES & RAILS FOR THE SHOOFLY TRACK. USE A 1/2 INCH SUPERELEVATION FOR THE SPIRAL CURVES.
- 2) RELOCATE U.P.R.R. SIGNAL & COMMUNICATION LINE ALONG THE SHOOFLY.
- 3) UPON COMPLETION OF THE PROPOSED BRIDGE, THE RR SHALL:
 - FURNISH & INSTALL BALLAST, TIES & RAILS FOR PERMANENT TRACK.
 - REMOVE SHOOFLY RAILS & TIES.
 - INSPECT THE BRIDGE PRIOR TO OPENING TO THE RR TRAFFIC.
 - REROUTE U.P.R.R. SIGNAL & COMMUNICATION LINE ALONG THE PERMANENT TRACK.



A-A SECTION

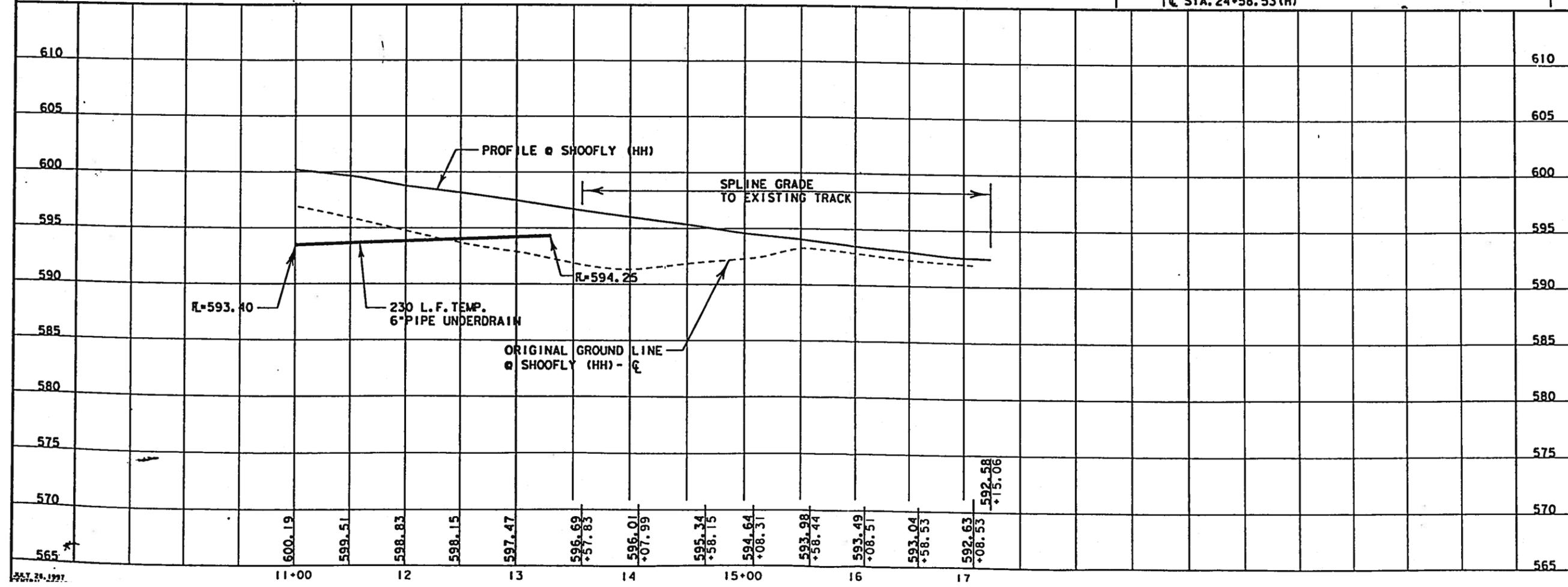
NOTE: UNDERPASS WILL BE EXCAVATED TO FINAL GRADE AFTER STRUCTURE IS COMPLETED AND SHOOFLY REMOVED.

NOTE: REFER TO UNION PACIFIC RAILROAD ENGINEERING STANDARDS "ROADBED SECTION FOR WOOD TIE TRACK CONSTRUCTION" (STD DWG 0001) FOR TYPICAL SECTION OF SHOOFLY, & MAIN LINE.



LEGEND
 ⇒ DRAINAGE FLOW DURING CONSTRUCTION

POINT	LOCATION	"X"	"Y"
"A"	END SHOOFLY C STA. 17+15.06 (HH) = C STA. 24+58.53 (H)	2128696.7692	322873.8785



SHOOFLY AT UNION PACIFIC RAILROAD
 TO ACCOMPANY EXHIBIT "A"
 SHEET 2 of 2

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	NH () M	000
STATE	DIST.	COUNTY
TEXAS	DAL.	TARRANT
CONT.	SECT.	JOB HIGHWAY NO.

Thomas D. Ben, P.E.

STATE COPY - EXHIBIT B

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT NO. NH 2001 (842)
LENGTH OF PROJECT: 2387 FEET = 0.452 MILES

SH 360
IN

TARRANT COUNTY

FROM 0.4 MILES SOUTH OF MATLOCK ROAD TO TARRANT/ELLIS COUNTY LINE
CONSTRUCTION OF A NEW LOCATION FREEWAY FACILITY
CONSISTING OF GRADING, DRAINAGE FACILITIES, STRUCTURES,
HOT MIX, CONCRETE PAVEMENTS, SIGNING AND PAVEMENT MARKINGS

STATE	FEDERAL AID PROJECT NO.	SHEET NO.
TEXAS	NH 2001 (842)	1
DATE	DATE	DATE
9-25-01	9-25-01	9-25-01
F.W.D. NUMBER/REV. NUMBER	2266-02-103	SH360

DESIGN SPEED = 70 MPH
FUTURE ADT FOR 2025: 60,000 VEH
MAINLANES=20,300 VEHICLES PER DAY
FRONTAGE ROADS=15,700 VEHICLES PER DAY

INDEX OF SHEETS

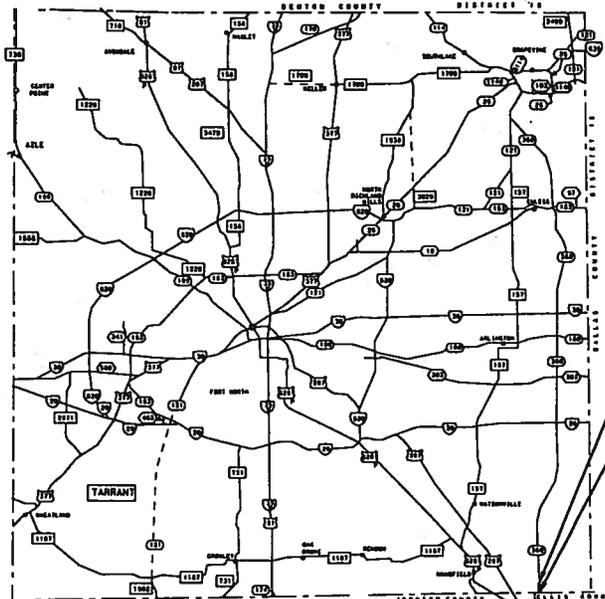
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2,3	INDEX OF SHEETS

ROADWAY	2,095 FEET
RAILROAD BRIDGE	0 FEET (OVER ROADWAY)
PROJECT LENGTH	2,095 FEET = 0.396 MILES

EXHIBIT B

FINAL PLANS

DATE CONTRACTOR BEGIN WORK:
DATE WORK WAS COMPLETED AND ACCEPTED:
FINAL CONTRACT COST:



BEGIN PROJECT NO. NH 2001 (842)

STATE CONTROL NO. 2266-02-103
1103+50(F)
RM NO. 28+1.725

END PROJECT NO. NH 2001 (842)

STATE CONTROL NO. 2266-02-103
(END AT THE TARRANT CO. LINE)
STA 1124+44.99(F)
RM NO. 28+2.123

NO EQUATIONS
NO EXCEPTIONS
NO RAILROAD CROSSINGS

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TEXAS DEPARTMENT OF TRANSPORTATION

SUBMITTED FOR LETTING: 9-25-01
John A. Tamm
CENTRAL DESIGN ENGINEER
RECOMMEND FOR LETTING: 9-25-01
William C. Pridgen, P.E.
DISTRICT DESIGN ENGINEER
RECOMMEND FOR LETTING: 9-25-01
Steve R.
DISTRICT ENGINEER

APPROVED FOR LETTING: [Signature]
DIRECTOR OF TRAFFIC OPERATION DIVISION
APPROVED FOR LETTING: [Signature]
DIRECTOR OF DESIGN DIVISION

CONCURRENCE: 9-10-01
Raymond D. Dandridge
CITY MANAGER, CITY OF MANSFIELD



NOTES:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION
MARCH 1, 1965, AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS:
SMALL CROSSINGS ON THIS PROJECT:
REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS
(FORM FHWA 1275, DECEMBER 1993).

Material and Force Account Estimate

Texas DOT - AWO 29165 - PID 29649

Standard Rates: Labor Additive = 130.53% WT Labor Additive = 145.04% Inflation Additive = 0.00%

Estimate Good for 6 Months Until 6/13/02

Location: Mansfield, Tx - MP 31 - Midlothian Sub

Description of Work: Construct Shoofly for Grade Separation Work at SH360

COMMENTS	FACILITY	LONGDESC	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL
ENGINEERING								
	ENGINEERING	ENGINEERING	10	%	5917.63	59,176	0	59,176
\$45/MD Co. Owned Equip.	ENGINEERING	UP EQUIPMENT CHARGES	1	LS	32284	0	32,284	32,284
387 Mi. From Pkt	ENGINEERING	HOME LINE FREIGHT	3.5	TN MI	18898.6	0	66,145	66,145
Sub-Total =						59,176	98,429	157,605

TRACK CONSTRUCTION / RENEWAL

	FLDWLD	133# FIELD WELD FACILITY	8	EA	314.286	1,931	583	2,514
#10 Track Element	TRACK	133# CWRSS00CWR 24-9'PPHWD 16"N TP	120	TF	144.49	7,954	9,385	17,339
100% Blst for ML Rem/Repl	BALAST	CLS 1 BALLAST PER CARLOAD IN TONS	10	CL	2839.94	21,289	7,111	28,399
25% Tie Replacement-Shifted Trk	XTIES	NO DRILL 9" HARDWOOD XTIE W/8 SPIKES	149	EA	89.8000	7,261	6,119	13,380
4-24' Temp. RdXings	RDXING	133# PREFAB RDXING W/PLANKS ONLY	96	TF	452.594	23,848	19,601	43,449
50% Blst Replacement-Shifted Trk	BALAST	CLS 1 BALLAST PER CARLOAD IN TONS	8	CL	2839.94	17,031	5,689	22,720
50% Ties for ML Rem/Repl	XTIES	NO DRILL 9" HARDWOOD XTIE W/8 SPIKES	185	EA	89.8000	9,015	7,598	16,613
Shoofly Track	TRACK	133# CWRSS00CWR 24-9'PPHWD 16"N TP	1485	TF	144.49	98,431	116,137	214,568
Temporary Turnout	PPTO	133# #10 RH HT XLSR PP-PRE PREPLATE TO	1	EA	91725.8	23,086	68,640	91,726
Sub-Total =						209,845	240,862	450,708

TRACK REMOVAL / RELOCATION

Main Line Track	REM TRK	REMOVE TRACK	600	TF	8.18643	4,912	0	4,912
Reconstruct Main Line Track	REL TRK	RELOCATE TRACK	600	TF	14.7356	8,841	0	8,841
Shift Both Ends Twice	SHIFT TRK	SHIFT TRACK	968	TF	9.82372	9,509	0	9,509
Shoofly	REM TRK	REMOVE TRACK	1485	TF	8.18643	12,157	0	12,157
Temp. Rdxings	REM RDXING	REMOVE RDXING	96	TF	28.8163	2,766	0	2,766
Temporary Turnout	REM TO 7,9,10	TURNOUT REMOVAL/RETIREMENT #7,#9,#10	1	EA	3457.95	3,458	0	3,458
Track Element	REM TRK	REMOVE TRACK	120	TF	8.18643	982	0	982
Sub-Total =						42,626	0	42,626

SALVAGE CREDIT

	SALV CREDIT	RDXING MATERIAL (85% OF NEW)	96	TF	-54.396	0	-5,222	-5,222
	SALV CREDIT	SALV CREDIT 131#-136# N.RAIL (85% OF NEW)	1485	TF	-50.37	0	-74,799	-74,799
	SALV CREDIT	SALVAGE CREDIT-N.#10 TURNOUT (85% OF NEW)	1	EA	-46814	0	-46,814	-46,814
Sub-Total =						0	-126,835	-126,835
Totals =						311,648	212,456	524,103

Total Wgt. in Tons = 4,883

Grand Total = \$524,103

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Texas DOT will pay actual construction costs at the current rates effective thereof.