DESIGN-BUILD AGREEMENT
I-635 LBJ EAST PROJECT

between

TEXAS DEPARTMENT OF TRANSPORTATION

and

PEGASUS LINK CONSTRUCTORS – LBJ EAST PROJECT

Dated as of: August 22, 2019

DALLAS COUNTY

SECTION 1. CONTRACT 2
1.1 Abbreviations 2
1.2 Definitions 3
1.3 Contract Documents and Order of Precedence 12
1.4 Reference Information Documents 14
SECTION 2. SCOPE OF WORK 14
2.1 Project Scope; Special Terms and Conditions 14
2.2 DB Contractor's Proposal Commitments 20
2.3 DB Contractor's ATCs 20
2.4 Completion Deadlines 20
2.5 Job Training Plan 20
2.6 DBE Goals 21
2.7 DBE Performance Plan 21
2.8 Prevailing Wages 21
2.9 TxDOT Owned Properties 21
SECTION 3. APPROVALS AND THIRD PARTY AGREEMENTS 22
3.1 TxDOT-Provided Approvals 22
3.2 Project Specific Third-Party Agreements 22
SECTION 4. COMPENSATION 22
4.1 Price 22
4.2 Limitations on Payments 23
4.3 Price Adjustment Due to Delay in NTP1 23
SECTION 5. PERFORMANCE SECURITY 24
5.1 Bonds 24
5.2 Guaranty 24
5.3 Insurance Special Provisions 25
SECTION 6. CHANGE ORDERS 25
6.1 Differing Site Conditions 25
6.2 Relief Events 25
6.3 Hazardous Materials 26
6.4 Unidentified Utilities 26
6.5 Access to Right of Way 27
6.6 Necessary Basic Configuration Changes 27

6.7 Form of Change Order 27
6.8 DB Contractor Reimbursement for Eminent Domain Assistance 27
SECTION 7. FEES; LIQUIDATED DAMAGES 27
7.1 Fees for Early Issuance of NTP2 27
7.2 Liquidated Damages Respecting Delays 27
7.3 Liquidated Damages for Lane Closures and Lane Rental Charges 28
7.4 Key Personnel Change Fees; Key Personnel Unavailability Liquidated Damages 28
7.5 Additional Acknowledgements Regarding Liquidated Damages 29
7.6 Noncompliance Points 30
SECTION 8. KEY SUBCONTRACTORS AND KEY PERSONNEL 30
8.1 Key Subcontractors 30
8.2 Key Personnel 30
SECTION 9. NOTICE AND AUTHORIZED REPRESENTATIVES 30
9.1 Notices and Communications 30
9.2 Designation of Representatives 31
SECTION 10. REPRESENTATIONS AND WARRANTIES 32
10.1 Representations and Warranties 32
10.2 Survival of Representations and Warranties 34
SECTION 11. MISCELLANEOUS PROVISIONS 34
11.1 Dispute Resolution Procedures 34
11.2 Entire Agreement 35
11.3 Severability 35
11.4 Survival 35
11.5 Counterparts 35
11.6 Joint and Several Liability 35

LIST OF EXHIBITS

Exhibit 1	Project Scope	
Exhibit 2	Appendix 1	DB Contractor's Proposal Commitments
	Appendix 2	ATCs
Exhibit 3	Appendix 1	List of Reference Information Documents
	Appendix 2	Portions of Reference Information Documents Incorporated in the Contract Documents for Purposes of DB Contractor Relief
Exhibit 4	CMA Amendments	
Exhibit 5	Job Training Plan	
Exhibit 6	DBE Performance Plan	
Exhibit 7	Prevailing Wage Rates	
Exhibit 8	DB Contractor Obligations related to Project-Specific Third-Party Agreements	
Exhibit 9	Intentionally Deleted	
Exhibit 10	Maximum Payment Schedule	
Exhibit 11	Maximum Reimbursement Amounts for Eminent Domain Assistance	
Exhibit 12	Forms of Bonds	
	Appendix 1	Form of Performance Bond
	Appendix 2	Form of Payment Bond
	Appendix 3	Form of Warranty Bond
Exhibit 13	Form of Guaranty	
Exhibit 14	Change Order Forms	
	Appendix 1	Form of Request for Change Order
	Appendix 2	Form of Change Order
Exhibit 15	Liquidated Damages for Lane Closures and Lane Rental Charges	
Exhibit 16	Intentionally Deleted	
Exhibit 17	Key Subcontractors	
Exhibit 18	Key Personnel	
Exhibit 19	Initial Designation of Authorized Representatives	
Exhibit 20	Disputes Resolution Requirements	
	Appendix 1	Additional Disputes Resolution Provisions
	Appendix 2	Disputes Board Agreement
Exhibit 21	Operating Procedures	
Exhibit 22	Disputes Review Panel Agreement	
Exhibit 23	Municipal Utility Amendments	
Exhibit 24	Remaining Project ROW	

DESIGN-BUILD AGREEMENT

I-635 LBJ EAST PROJECT

This Design-Build Agreement (this "**Design-Build Agreement**" or "**DBA**"), dated as of August 22, 2019 (the "**Effective Date**"), is entered into by and between:

TxDOT: Texas Department of Transportation, a public agency of the State of Texas

And

DB Contractor: Pegasus Link Constructors – LBJ East Project, an unincorporated joint venture consisting of Fluor Enterprises, Inc., a California corporation, and Balfour Beatty Infrastructure, Inc. a Delaware corporation,

the location of whose principal office is:

160 Continental Avenue
Dallas, Texas 75207

RECITALS

A. Pursuant to Transportation Code, Chapter 223, Subchapter F (the "**Code**"), TxDOT is authorized to enter into design-build contracts to facilitate private sector participation in the development of the State's transportation system.

B. TxDOT wishes to enter into an agreement with DB Contractor to develop, design and construct an approximately 11-mile section of Interstate Highway ("**I**") 635 from east of U.S. Highway 75 to I-30, including the I-30 Interchange with transitional work on I-635 extending south of the interchange, approximately 1.2 miles in length, and an approximately 1.5-mile section of I-30 from west of Gus Thomasson Road to east of N Galloway Avenue in Dallas County, Texas (the "**Project**"). In addition, TxDOT wishes to enter into an agreement with DB Contractor to, at TxDOT's discretion, maintain the Project for specified optional terms.

C. Pursuant to the Code and subchapter I in Chapter 9 of Title 43, Texas Administrative Code (the "**Rules**"), TxDOT issued a Request for Qualifications (as amended, the "**RFQ**") on June 8, 2018.

D. TxDOT received four qualification statements on July 6, 2018 and subsequently shortlisted three proposers.

E. On November 9, 2018 TxDOT issued to the shortlisted proposers a Request for Proposals (as amended, the "**RFP**") to develop, design and construct and, at TxDOT's sole option, maintain the Project.

F. On or before April 15, 2019 (the "**Proposal Due Date**"), TxDOT received three responses to the RFP, including the response of DB Contractor (the "**Proposal**").

G. An RFP evaluation committee comprised of TxDOT personnel determined that DB Contractor was the proposer that best met the selection criteria set forth in the RFP and that the Proposal provided the best value to the State of Texas.

H. On May 30, 2019 the Texas Transportation Commission accepted the recommendation of the Executive Director and the RFP evaluation committee and authorized TxDOT staff to negotiate this DBA.

I. Concurrently with the execution of this DBA, TxDOT and DB Contractor are entering into a Capital Maintenance Agreement ("**CMA**") for DB Contractor to provide, at TxDOT's discretion, Maintenance Services for the Project.

J. This DBA and the other Contract Documents collectively constitute a design-build contract, as contemplated under the Code and the Rules, and are entered into in accordance with the provisions of the RFP.

K. The Executive Director of TxDOT has been authorized to enter into this DBA pursuant to the Code, the Rules and the Texas Transportation Commission Minute Order 115486, dated May 30, 2019.

L. The Parties intend for this DBA to be a lump sum design-build agreement obligating DB Contractor to perform all work necessary to achieve completion of the Work by the Completion Deadlines specified herein for the Price, subject only to certain specified limited exceptions. In order to allow TxDOT to budget for and finance the Project and to reduce the risk of cost overruns, this DBA includes restrictions affecting DB Contractor's ability to make claims for increases to the Price or extensions of the Completion Deadlines. DB Contractor has agreed in this DBA to assume such responsibilities and risks and has reflected the assumption of such responsibilities and risks in the Price.

M. If DB Contractor fails to complete the Project in accordance with the Completion Deadlines set forth in the Contract Documents, then TxDOT and the members of the public represented by TxDOT will suffer substantial losses and damages. The Contract Documents provide that DB Contractor shall pay TxDOT Liquidated Damages if such completion is delayed.

N. The Reference Information Documents include a basic preliminary design for the Project (the "**TxDOT Schematic Design**"). DB Contractor may use the TxDOT Schematic Design as the basis for the design to be furnished by DB Contractor, subject to the terms, conditions and limitations of the Contract Documents. DB Contractor will assume full responsibility and liability with respect to the design of the Project.

NOW, THEREFORE, in consideration of the sums to be paid to DB Contractor by TxDOT, the Work to be performed by DB Contractor, the foregoing premises and the covenants and agreements set forth herein, the Parties hereby agree as follows:

SECTION 1. CONTRACT

1.1 Abbreviations

The following abbreviations, when used in the Contract Documents, shall have the meanings set forth below.

BEP	Brazos Electrical Power

CMA	Capital Maintenance Agreement
DBA	Design-Build Agreement
ETCS	Electronic Toll Collection System
KCS	Kansas City Southern Railroad
TMPA	Texas Municipal Power Agency
TxDOT TOD	Texas Department of Transportation Toll Operations Division

Abbreviations used in the Contract Documents but not otherwise defined in this DBA shall have the meaning set forth in Section 1.1 of the General Conditions. If any abbreviation set forth above is also included in Section 1.1 of the General Conditions, to the extent such definitions conflict, the abbreviation in Section 1.1 of the General Conditions is hereby amended by the abbreviation set forth above.

1.2 Definitions

The following terms, when used in the Contract Documents, shall have the meanings set forth below.

Aesthetics and Landscaping Plan	means the plan DB Contractor prepares in conformance with the Project's final aesthetic concept as more particularly described in Section 23.1.2 of the Design-Build Specifications.
Assembly	means the additional Utility Assembly that DB Contractor shall prepare for any Project Utility Adjustment Agreement or City Utility Agreement to cover all Utility Adjustments addressed in the corresponding Utility Adjustment Agreement Amendment or any amendment to a City Utility Agreement as more particularly described in Section 14.3.4.5 of the Design-Build Specifications.
Basic Configuration	shall have the meaning set forth in Exhibit 1 to this DBA.
BEP Agreements	means the agreements between TxDOT and BEP that sets forth the terms and conditions for the BEP Transmission Line Relocations, as more particularly described in Section 2.1.3.2 of this DBA and as the same may be amended or supplemented from time to time.
BEP Transmission Line Relocations	means the relocation of the electric transmission lines owned by BEP as described in the BEP plans set forth in the RIDs.
Capital Maintenance Agreement	means that certain Capital Maintenance Agreement executed by TxDOT and DB Contractor for DB Contractor to perform maintenance for the Project.
City of Dallas Reimbursable Utility Adjustments	means all Utility Adjustments required by the improvement of I-635 (including any Utility Adjustments performed along I-635 or along stub outs on roadways intersecting I-635) for City of Dallas Utilities. The Utility Adjustment

	Work associated with City of Dallas Reimbursable Utility Adjustments shall be included in the Work and the Price, pursuant and subject to Section 4.5 of the General Conditions, as amended pursuant to Exhibit 23 to this DBA.
City of Dallas Utilities	means all Utilities owned by the City of Dallas.
City of Dallas Utility Agreement	means the utility adjustment agreement between TxDOT and the City of Dallas with respect to the performance of Utility Adjustment Work for City of Dallas Utilities.
City of Garland Reimbursable Utility Adjustments	means all Utility Adjustments required by the improvement of I-635 (including any Utility Adjustments performed along I-635 or along stub outs on roadways intersecting I-635) for City of Garland Utilities. The Utility Adjustment Work associated with City of Garland Reimbursable Utility Adjustments shall be included in the Work and the Price, pursuant and subject to Section 4.5 of the General Conditions, as amended pursuant to Exhibit 23 to this DBA.
City of Garland Utilities	means all Utilities owned by the City of Garland.
City of Garland Utility Agreement	means the utility adjustment agreement between TxDOT and the City of Garland with respect to the performance of Utility Adjustment Work for City of Garland Utilities.
City of Mesquite Reimbursable Utility Adjustments	means all Utility Adjustments required by the improvement of I-635 and I-30 (including any Utility Adjustments performed along I-635, along I-30, or along stub outs on roadways intersecting I-635 and I-30) for City of Mesquite Utilities. The Utility Adjustment Work associated with City of Mesquite Reimbursable Utility Adjustments shall be included in the Work and the Price, pursuant and subject to Section 4.5 of the General Conditions, as amended pursuant to Exhibit 23 to this DBA.
City of Mesquite Utilities	means all Utilities owned by the City of Mesquite.
City of Mesquite Utility Agreement	means the utility adjustment agreement between TxDOT and the City of Mesquite with respect to the performance of Utility Adjustment Work for City of Mesquite Utilities.
City Reimbursable Utility Adjustments	means the City of Dallas Reimbursable Utility Adjustments, the City of Garland Reimbursable Utility Adjustments and the City of Mesquite Reimbursable Utility Adjustments.
City Utilities	means the City of Dallas Utilities, the City of Garland Utilities and the City of Mesquite Utilities.
City Utility Agreements	means the City of Dallas Utility Agreement, the City of Garland Utility Agreement and the City of Mesquite Utility Agreement.

City Utility Delay	has the meaning set forth in Exhibit 23 to this DBA.
City Utility Owners	means the City of Dallas, the City of Garland and the City of Mesquite.
CMA Documents	has the meaning set forth in Section 1.2 of the Capital Maintenance Agreement.
Code	has the meaning set forth in Recital A to this DBA.
Contract Documents	has the meaning set forth in Section 1.3 of this DBA.
DB Contractor or **Design-Build Contractor**	means Pegasus Link Constructors – LBJ East Project, an unincorporated joint venture consisting of Fluor Enterprises, Inc., a California corporation, and Balfour Beatty Infrastructure, Inc. a Delaware corporation, together with its successors and assigns.
Design-Build Agreement	has the meaning set forth in the preamble hereof.
Design-Build Special Provisions or **Special Provisions**	means the Design-Build Special Provisions to Items 10-26 and Items 28-30, dated as of August 22, 2019.
Design-Build Specifications	means the Design-Build Standard Specifications, Items 10-30, as modified by the Special Provisions and the Design-Build Special Specifications, Items 10,000, 10,002 and 10,003.
Differing Site Conditions Deductible	has the meaning set forth in Section 6.1 of this DBA.
Differing Site Conditions Deductible Cap	has the meaning set forth in Section 6.1 of this DBA.
Disputes Board	has the meaning set forth in the Disputes Board Agreement.
Disputes Board Agreement	means the agreement in the form attached as Exhibit 20 to this DBA.
Disputes Board Decision	has the meaning set forth in the Disputes Board Agreement.
Disputes Board Error	has the meaning set forth in Section 7(b) of Appendix 1 to Exhibit 20 to this DBA.
Disputes Board Member	means an individual serving as one of the three members of the Disputes Board.
Disputes Board Member Candidates List	has the meaning set forth in the Disputes Board Agreement.
Disputes Board Member	has the meaning set forth in the Disputes Board Agreement.

Qualifications

Dispute Resolution Procedures means the formal process for resolving Disputes described in Section 11.1 and Exhibit 20 to this DBA. None of the Disputes Review Panel Process and the Informal Resolution Procedures are included in the Dispute Resolution Procedures.

DRP Rules means, as of the Effective Date, the administrative rules promulgated in accordance with Section 201.112(a) of the Code, adopted by TxDOT in accordance with the Texas Administrative Procedure Act, and effective under Rule §9.6 of Subchapter A, Chapter 9, Part 1, Title 43 of the Texas Administrative Code on or before the Effective Date regarding procedures applicable to the resolution of all claims and disputes of every kind or character arising under agreements such as and including the Contract Documents.

Effective Date has the meaning set forth in the preamble to this DBA.

Electronic Toll Collection System (ETCS) means the toll collection system to be provided by Systems Integrator, in connection with which DB Contractor provides support and coordination.

Electronic Toll Collection System (ETCS) Element means an individual component, system, or subsystem of the ETCS to be provided by Systems Integrator, and shall include all equipment and cabinetry to be installed by Systems Integrator including the following: overhead equipment in Toll Zone, lane side equipment mounted in Toll Zone, roadside equipment cabinet at Toll Zone, backup power and fuel source at Toll Zone, overhead equipment at ETCS speed / volume detection zone, lane side equipment mounted in ETCS speed / volume detection zone, roadside equipment cabinet at ETCS speed / volume detection zone, overhead equipment at Toll Rate DMS, lane side equipment mounted at Toll Rate DMS, roadside equipment cabinet at Toll Rate DMS.

Final Acceptance Deadline has the meaning set forth in Section 2.4.1 of this DBA.

General Conditions has the meaning set forth in Section 1.3.2 of this DBA.

HF Master Plan has the meaning set forth in Section 2.9 of this DBA.

High Five Site has the meaning set forth in Section 2.9 of this DBA.

Ineligible Matters

(i) Any matters that the Contract Documents expressly state are final, binding or not subject to dispute resolution;

(ii) Any claim or dispute that does not arise under the Contract Documents;

(iii) Any claim that is not actionable against TxDOT by DB Contractor on its own behalf or on behalf of its Subcontractors in accordance with

Section 4.9 of the General Conditions and Exhibit 20 hereof;

(iv) Any claim for indemnity under Section 7.12 of the General Conditions;

(v) Any claim for injunctive relief;

(vi) Any claim against an insurance company, including any Subcontractor Dispute that is covered by insurance;

(vii) Any claim arising solely in tort or that is covered by the Texas Tort Claims Act;

(viii) Any claim arising out of or relating to any Utility Adjustment where the Utility Owner is a necessary party (unless, and only to the extent that, the applicable Utility Agreement provides for resolution of claims as set forth in Section 4.9 of the General Conditions and Exhibit 20 hereof);

(ix) Any claim or dispute that is the subject of litigation in a lawsuit filed in court to which the procedures established in Section 4.9 of the General Conditions and Exhibit 20 hereof do not apply, including any effort to interplead a Party into such a lawsuit in order to make the procedures established in Section 4.9 of the General Conditions and Exhibit 20 hereof apply;

(x) Any claim for, or dispute based on, remedies expressly created by statute; and

(xi) Any Dispute that is actionable only against a Surety.

Instructions to Proposers means the Instructions to Proposers issued by TxDOT on November 9, 2018, as part of the RFP with respect to the Project, including all exhibits, forms and attachments thereto and any subsequent addenda.

Joint Venturer means Fluor Enterprises, Inc., a California corporation, and Balfour Beatty Infrastructure, Inc. a Delaware corporation, and their permitted successors and assigns.

KCS Work shall mean the following work, to be performed by KCS at TxDOT's cost: (i) removal of existing, and installation of new, rail, plates, anchors, spikes, ties and ballets on structure as shown in exhibit A in the folder entitled "Railroad Coordination" in the RID, and (ii) removal of existing, and installation of new, concrete crossing, rail, plates, anchors, spikes, ties, ballets, railroad crossing gates and warning signals (excluding interconnect cables/wires between traffic signals and railroad warning signals) at grade crossings as shown in exhibit A in the folder entitled "Railroad Coordination" in the RID.

KCS Work Delay means a delay in the achievement of Final Acceptance due solely to the failure of KCS to complete the KCS Work.

Key Personnel	means the positions identified in Exhibit 18 to this DBA.
Lane Closure	means closure of any traffic lane, or the reduction in width of any traffic lane to less than the widths specified in Section 26.2.1 of the Special Provisions, in any portion of the Project or a connecting highway, as applicable, and for any duration, including main lanes, ramps, direct connectors, frontage roads, access roads and cross roads.
Lane Rental Bank	has the meaning set forth in Exhibit 15 to this DBA.
LBJIG-owned Tolling Components	means all gantry structures, Toll Rate DMSs and support structures, structures for speed/volume detection devices and other tolling and managed lanes related items owned and operated by LBJ Infrastructure Group that conflict with the Project as of the Effective Date, and further described in the Design-Build Specifications.
Liquidated Damages	means the liquidated damages, including Key Personnel Unavailability Liquidated Damages and Liquidated Damages for Lane Closures, specified in DBA Sections 7.2, 7.3 and 7.4, and General Conditions Sections 8.3.1, 8.6.1 and 8.6.2.
Maintenance NTP1	has the meaning set forth in Exhibit 1 to the CMA.
Maintenance Security	has the meaning set forth in Exhibit 1 to the CMA.
Maintenance Services	has the meaning set forth in Exhibit 1 to the CMA.
NTP1 Maximum Payment Amount	means the amount set forth in Section 4.2.2 of this DBA.
NTP1 Payment Bond Amount	means the amount set forth in Section 5.1.2 of this DBA.
NTP1 Performance Bond Amount	means the amount set forth in Section 5.1.1 of this DBA.
NTP2 Payment Bond Amount	means the amount set forth in Section 5.1.4 of this DBA.
NTP2 Performance Bond Amount	means the amount set forth in Section 5.1.3 of this DBA.
Oncor	means Oncor Electric Delivery Company, LLC.
Oncor Agreements	means the agreements between TxDOT and Oncor that sets forth the terms and conditions for the Oncor Transmission Line Relocations, as more particularly described in Section 2.1.3.2 of this DBA and as the same may be amended or supplemented from time to time.
Oncor Transmission Line Relocations	means the relocation of the electric transmission lines owned by Oncor as described in the Oncor plans set forth in the RIDs.

Performance and Measurement Table	means Attachment 27-1 to Item 27 of the Design-Build Specifications.
Point of Termination	means the point where an electrical circuit or communications link terminates into a specific piece of equipment, further described as the final point of termination for power or communications required to operate a device.
Preliminary Exhibit A	has the meaning set forth in Section 6.2.1 of this DBA.
Price	has the meaning set forth in Section 4.1 of this DBA.
Project	has the meaning set forth in Recital B to this DBA.
Proposal	has the meaning set forth in Recital F to this DBA.
Proposal Due Date	has the meaning set forth in Recital F to this DBA.
Reference Information Documents	has the meaning set forth in Section 1.4 of this DBA.
Remaining Project ROW	means (a) the portion of the Schematic ROW for which DB Contractor shall be responsible for acquisition activities as described in Exhibit 24 of this DBA, and (b) the Additional Properties; but excluding therefrom any portion of the Schematic ROW eliminated from the Project by a Change Order.
RFP	has the meaning set forth in Recital E to this DBA.
RFP Documents	means all of the information and materials supplied to DB Contractor in connection with the issuance of the RFQ and the RFP, including Instructions to Proposers, the Contract Documents, the CMA Documents, the Reference Information Documents and any addenda issued in connection therewith.
RFQ	has the meaning set forth in Recital C to this DBA.
Rules	has the meaning set forth in Recital A to this DBA.
Substantial Completion Deadline	has the meaning set forth in Section 2.4.1 of this DBA.
Systems Integrator (SI)	means the contractor, under separate contract to TxDOT, which shall design, construct, furnish, install, integrate, test and commission the ETCS for the Project, including scanners, readers, loops, enforcement mechanisms and other ETCS equipment necessary for the toll systems to be fully operational.
Systems Integrator Coordination Work	means the DB Contractor coordination responsibilities listed in Item 29 (Tolling), Attachment 29-1 (Toll Facility Responsibility Matrix), Item 30 (Managed Lanes), Attachment 30-1 (Managed Lane Facility Responsibility Matrix), and Attachment 30-2 (Typical Details ETCS Speed/Volume Detection Zone And Toll Rate DMS Sites) which shall apply through Final

Acceptance.

Systems Integrator Delay means a delay in the achievement of Final Acceptance due solely to the failure of Systems Integrator to complete its work.

Time Period A means the period shown as "A" on Table 26-1 of the Special Provision to Item 26.

Time Period B means the period shown as "B" on Table 26-1 of the Special Provision to Item 26.

Time Period C means the period shown as "C" on Table 26-1 of the Special Provision to Item 26.

Time Period D means the period shown as "D" on Table 26-1 of the Special Provision to Item 26.

TMPA Agreement means the agreement between TxDOT and TMPA that sets forth the terms and conditions for the TMPA Transmission Line Relocations, as more particularly described in Section 2.1.3.2 of this DBA and as the same may be amended or supplemented from time to time.

TMPA Transmission Line Relocations means the relocation of the electric transmission lines owned by the TMPA as described in the TMPA plans set forth in the RIDs.

Toll Rate DMS means a large sign with single line DMS used primarily to display dynamic toll rates.

Toll Zone means the zone within which a toll transaction takes place for each direction of traffic at a single geographic location, in connection with which DB Contractor shall provide required infrastructure for the ETCS and coordination services with Systems Integrator and TxDOT.

Toll Zone and ETCS Element Milestones means the Toll Zone milestones, tolling speed / volume detection equipment milestones, and Toll Rate DMS milestones set forth in Section 2.1.2.1(d).

Toll Zone Work means all work which is required in accordance with Section 2.1.2.1 of this DBA and identified as the responsibility of DB Contractor in Item 29 (Tolling), Attachment 29-1 (Toll Facility Responsibility Matrix), Attachment 29-2 (Typical Toll Zone Layout), Attachment 29-3 (Toll Zone Pavement Details), Attachment 29-4 (Toll Gantry Requirements), Attachment 29-5 (Equipment Pad Details), Item 30 (Managed Lanes), Attachment 30-1 (Managed Lane Facility Responsibility Matrix), and Attachment 30-2 (Typical Details ETCS Speed/Volume Detection Zone And Toll Rate DMS Sites).

Transmission Line Relocation Agreements means the BEP Agreements, the TMPA Agreement and the Oncor Agreements.

Transmission Line Relocations means the Oncor Transmission Line Relocations, the BEP Transmission Line Relocations and the TMPA Transmission Line Relocations.

TxDOT-Directed Changes means (a) any changes in the scope of the Work or terms and conditions of the Contract Documents (including changes in the standards applicable to the Work, which TxDOT has directed DB Contractor to perform as described in and subject to the limitations in Section 4.6.1.2 of the General Conditions), (b) suspensions of the Work by TxDOT for more than 48 hours per suspension or 96 hours total in accordance with Section 8.4.1 of the General Conditions, (c) any changes in the Work due to Errors in the Signed and Sealed Engineering Data, unless such Errors were known to the DB Contractor prior to the Effective Date, and (d) any material differences between the location of a Utility that is identified on the level A SUE report identified in Appendix 2 to Exhibit 3 of the DBA and the actual location of the Utility, unless such Error was known to DB Contractor prior to the Effective Date. Notwithstanding the foregoing, TxDOT shall not be liable for any changes in the Scope of Work that result in less than $10,000 in increased costs and such changes shall not be considered TxDOT-Directed Changes.

TxDOT Tolling Components means all gantry structures, Toll Rate DMSs and support structures, structures for speed/volume detection devices and other tolling and managed lanes related items owned by TxDOT as of the Effective Date, and to be constructed as part of the Project and further described in the Design-Build Specifications.

TxDOT-Provided Approvals means the approvals set forth in the table in Section 3.1 of this DBA.

TxDOT Schematic Design has the meaning set forth in Recital N to this DBA.

TxDOT TOD means the Texas Department of Transportation Toll Operations Divisions which oversees the development and operations of toll collection operating system services for TxDOT toll roads. This includes toll collection systems integration, cash collections, customer service center operations and toll management systems contracting.

Unidentified Utilities Deductible has the meaning set forth in Section 6.4 of this DBA.

Unidentified Utilities Deductible Cap has the meaning set forth in Section 6.4 of this DBA.

USACE Individual 404 Permits means the individual permits issued by the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act (33 U.S.C. §1344) for the placement of dredged and fill material into waters of the United States, based upon the TxDOT Schematic Design and the Schematic ROW.

Utility Adjustment means each relocation (temporary or permanent), abandonment, Protection in Place, removal (of previously abandoned Utilities as well as of newly

abandoned Utilities), replacement, reinstallation, or modification of existing Utilities necessary to accommodate construction, operation, maintenance or use of the Project, including each Transmission Line Relocation; provided, however, that the term "**Utility Adjustment**" shall not refer to any of the work associated with facilities owned by any railroad. For any Utility crossing the Project ROW, the Utility Adjustment Work for each crossing of the Project ROW by that Utility shall be considered a separate Utility Adjustment. For any Utility installed longitudinally within the Project ROW, the Utility Adjustment Work for each continuous segment of that Utility located within the Project ROW shall be considered a separate Utility Adjustment.

Utility Agreement means the PUAA, UAAA or the City Utility Agreements, as the context may require.

Capitalized terms used in the Contract Documents but not otherwise defined in this DBA shall have the meaning set forth in Section 1.2 of the General Conditions. If any definition set forth above is also included in Section 1.2 of the General Conditions, to the extent such definitions conflict, the definition in Section 1.2 of the General Conditions is hereby amended by the definition set forth above.

1.3 Contract Documents and Order of Precedence

The term "**Contract Documents**" shall mean the documents listed in this Section 1.3. The Contract Documents form this "**contract**" for the performance of the Work.

1.3.1 Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete agreement.

1.3.2 In the event of a conflict among the Contract Documents, the following order of precedence shall govern the interpretation of such documents:

1. Amendments and Change Orders to the Design-Build Contract, including all exhibits and attachments thereto;

2. This DBA, including all exhibits hereto, except Exhibit 2 (DB Contractor's Proposal Commitments and ATCs) and Exhibit 3 (List of Reference Information Documents);

3. TxDOT's Design-Build Agreement General Conditions, Items 1-9 dated as of August 22, 2019 (the "**General Conditions**");

4. Change Orders to TxDOT's Design-Build Standard Specifications (Items 10-30), Design-Build Special Specifications (Items 10,000, 10,002, and 10,003) dated as of August 22, 2019 or the Special Provisions;

5. The Design-Build Special Provisions;

6. Exhibit 2 (DB Contractor's Proposal Commitments and ATCs) to this DBA; and

7. TxDOT's Design-Build Standard Specifications (Items 10-30) dated as of August 22, 2019, and Design-Build Special Specifications (Items 10,000, 10,002, and 10,003) dated as of August 22, 2019;

8. Released for Construction Documents to be developed in accordance with the Contract Documents, provided that (a) specifications contained therein shall have precedence over plans; (b) no conflict shall be deemed to exist between the Released for Construction Documents and the other Contract Documents with respect to requirements of the Released for Construction Documents that TxDOT determines are more beneficial than the requirements of the other Contract Documents; and (c) any Deviations contained in the Released for Construction Documents shall have priority over conflicting requirements of other Contract Documents to the extent that the conflicts are specifically identified to TxDOT by DB Contractor and such Deviations are approved by TxDOT in writing.

1.3.3 Notwithstanding the order of precedence among Contract Documents set forth in Section 1.3.2, in the event and to the extent that Exhibit 2 (or parts thereof) expressly states that it supersedes specific provisions of the Contract Documents (including approved deviations expressly listed in Exhibit 2), such provisions shall control over the provisions specified as superseded. Moreover, if the Proposal includes statements, offers, terms, concepts and designs that can reasonably be interpreted as offers to provide higher quality items than otherwise required by the Contract Documents or to perform services or meet standards in addition to or better than those otherwise required, or otherwise contains statements, offers, terms, concepts or designs that TxDOT considers to be more advantageous than the requirements of the other Contract Documents, DB Contractor's obligations hereunder shall include compliance with all such statements, offers, terms, concepts or designs, that shall have the priority of DBA amendments, Special Provisions amendments and General Conditions amendments, as applicable.

1.3.4 Additional details and requirements contained in a lower priority Contract Document will control except to the extent they irreconcilably conflict with the requirements of the higher level Contract Document.

1.3.5 Notwithstanding the order of precedence among Contract Documents set forth in Section 1.3.2, if a Contract Document contains differing provisions on the same subject matter than another Contract Document, the provisions that establish the higher quality, manner or method of performing the Work or use more stringent standards will prevail. Further, in the event of a conflict among any standards, criteria, requirements, conditions, procedures, specifications or other provisions applicable to the Project established by reference to a described manual or publication within a Contract Document or set of Contract Documents, the standard, criterion, requirement, condition, procedure, specification or other provision offering higher quality or better performance will apply, unless TxDOT in its sole discretion, approves otherwise in writing. If either Party becomes aware of any such conflict, it shall promptly notify the other party of the conflict. TxDOT shall issue a written determination respecting which of the conflicting items is to apply promptly after it becomes aware of any such conflict.

1.3.6 In the event of any conflict, ambiguity or inconsistency between the Project Management Plan and any of the Contract Documents, the latter shall take precedence and control.

1.3.7 DB Contractor acknowledges and agrees that it had the opportunity and obligation, prior to the Effective Date, to review the terms and conditions of the Contract Documents (including

those Reference Information Documents that are referenced in the Contract Documents, and pursuant to Section 1.4.1, are considered Contract Documents) and to bring to the attention of TxDOT any conflicts or ambiguities contained therein. DB Contractor further acknowledges and agrees that it has independently reviewed the Contract Documents with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract Documents. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of the Contract Documents, they shall not be interpreted or construed against the Person that prepared them, and, instead, other rules of interpretation and construction shall be used.

1.4 Reference Information Documents

The Reference Information Documents are those documents listed in Exhibit 3, Appendix 1.

1.4.1 Portions of the Reference Information Documents are explicitly referenced in the Contract Documents for the purpose of defining requirements of the Contract Documents. The Reference Information Documents shall be deemed incorporated in the Contract Documents solely to the extent that they are so referenced, with the same order of priority as the Contract Document in which the reference occurs; provided, however, that DB Contractor shall only be entitled to rely on portions of the Reference Information Documents for increases to the Price and extensions of Completion Deadlines to the extent identified in Exhibit 3, Appendix 2.

1.4.2 TxDOT has provided and disclosed the Reference Information Documents to DB Contractor. Except as provided in Section 1.4.1, (a) the Reference Information Documents are not mandatory or binding on DB Contractor and (b) DB Contractor is not entitled to rely on the Reference Information Documents as presenting design, engineering, operating or maintenance solutions or other direction, means or methods for complying with the requirements of the Contract Documents, Governmental Approvals or Law.

1.4.3 TxDOT shall not be responsible or liable in any respect for any causes of action, claims or Losses whatsoever suffered by any DB Contractor-Related Entity by reason of any use of information contained in, or any action or forbearance in reliance on, the Reference Information Documents, except any schedule or monetary relief available under the Contract Documents as set forth in Section 4.6 of the General Conditions.

1.4.4 Except as provided in Section 1.4.1, TxDOT does not represent or warrant that the information contained in the Reference Information Documents is complete or accurate or that such information is in conformity with the requirements of the Contract Documents, Governmental Approvals or Laws. DB Contractor shall have no right to additional compensation or time extension based on any incompleteness or inaccuracy in the Reference Information Documents.

SECTION 2. SCOPE OF WORK

2.1 Project Scope; Special Terms and Conditions

2.1.1 Project Scope

DB Contractor shall perform the services and execute the Work as described in the Contract Documents. The Work includes all design, engineering, procurement, construction and other services and items that are

necessary or appropriate to design, construct, execute and complete the Project in conformance with the Basic Configuration as set forth in the TxDOT Schematic Design and otherwise in accordance with the requirements of the Contract Documents.

2.1.2 Special Terms and Conditions

2.1.2.1 Notification and Completion of Toll Zone Work

(a) DB Contractor shall complete all Toll Zone Work on or before Substantial Completion. Section 5.11.1.2 of the General Conditions is hereby amended by adding the following as a new subsection (h) thereto: "Whether DB Contractor has completed all Toll Zone Work and satisfied all Toll Zone and ETCS Element Milestones."

(b) DB Contractor shall complete all Work necessary (excluding work to be performed by Systems Integrator) to allow TxDOT to open the Project for revenue operations by the Final Acceptance Deadline. Further, DB Contractor acknowledges and agrees that it is responsible for the Systems Integrator Coordination Work and for allowing the Systems Integrator sufficient time in advance of the Final Acceptance Deadline to install such facilities. DB Contractor shall provide written notice to TxDOT no later than 180 days prior to the scheduled date of Substantial Completion based on and consistent with the most current Schedule Update so that Systems Integrator can coordinate its work in the Toll Zones and commence work as needed.

(c) DB Contractor shall complete the Toll Zone Work, including all Toll Zone and ETCS Element Milestones in all Toll Zones in accordance with this Section 2.1.2.1 and Items 29 and 30 of the Design-Build Specifications. DB Contractor shall coordinate and provide full and continuous unobstructed access to Systems Integrator so that Systems Integrator is able to perform its work once the Certificate of Substantial Completion has been issued. Work to be completed by Systems Integrator after Substantial Completion shall consist of installation, integration and testing of ETCS and ETCS elements and illustrated as the responsibility of Systems Integrator in Item 29 (Tolling), Attachment 29-1 (Toll Facility Responsibility Matrix), Attachment 29-2 (Typical Toll Zone Layout), Attachment 29-3 (Toll Zone Pavement Details), Attachment 29-4 (Toll Gantry Requirements), Attachment 29-5 (Equipment Pad Details), Item 30 (Managed Lanes), Attachment 30-1 (Managed Lane Facility Responsibility Matrix), and Attachment 30-2 (Typical Details ETCS Speed/Volume Detection Zone And Toll Rate DMS Sites).

(d) The Toll Zone Work shall be deemed complete upon DB Contractor's satisfactory completion of the Toll Zone and ETCS Element Milestones described in this Section 2.1.2.1(d) as evidenced by TxDOT's issuance of a Certificate of Substantial Completion. The Toll Zone and ETCS Element Milestones shall include:

(i) Toll Zone milestones:

A. Toll gantry foundation constructed
B. Toll gantry column constructed
C. Toll gantry trusses installed
D. Barrier installed
E. Maintenance driveways constructed
F. Pavement for Toll Zone locations constructed

G. Lane striping within the Toll Zone limits complete
H. Support infrastructure for toll operation constructed in accordance with System Integrator's specifications
I. Electrical conductor and tolling communication conduit installed
J. Electrical conductor and tolling communication ground boxes installed
K. Grounding systems installed at each gantry as soon as gantry construction is complete
L. Lightning protection installed at each gantry as soon as gantry construction is complete and lightning protection certification submitted to TxDOT
M. Pads and riprap for equipment cabinets, generators, and fuel tanks installed
N. Site construction complete including the completion of all activities illustrated as the responsibility of the DB Contractor in DB Contractor in Item 29 (Tolling), Attachment 29-1 (Toll Facility Responsibility Matrix), Attachment 29-2 (Typical Toll Zone Layout), Attachment 29-3 (Toll Zone Pavement Details), Attachment 29-4 (Toll Gantry Requirements), Attachment 29-5 (Equipment Pad Details),
O. Electrical Service installed, commercial power to each Toll Zone and ETCS Element complete and operational
P. Tolling communication cable installed and tested to support tolling network

(ii) Tolling Speed / volume detection equipment milestones:
A. Overhead sign support structure and mounting hardware for tolling speed / volume detection devices installed
B. Electrical conductor and tolling communication cable conduit installed
C. Electrical conductor and tolling communication cable ground boxes installed
D. Site construction complete at each tolling speed / volume detection location
E. Electrical service to site installed, commercial power to site complete and operational
F. Tolling communication cable installed, spliced, and tested to support tolling speed / volume detection network
G. Site construction complete including the completion of all activities illustrated as the responsibility of the DB Contractor in Item 30 (Managed Lanes), Attachment 30-1 (Managed Lane Facility Responsibility Matrix), and Attachment 30-2 (Typical Details ETCS Speed/Volume Detection Zone And Toll Rate DMS Sites)

(iii) Toll Rate DMS milestones:
A. Toll rate sign (foundation, sign support structure and static portion of sign) installed
B. Electrical conductor and tolling communication cable conduit installed
C. Electrical conductor and tolling communication ground boxes installed
D. Roadside site construction complete including the completion of all activities illustrated as the responsibility of the DB Contractor in Item 30 (Managed Lanes), Attachment 30-1 (Managed Lane Facility Responsibility Matrix), Attachment 30-2 (Typical Details ETCS Speed/Volume Detection Zone And Toll Rate DMS Sites)
E. Electrical Service installed, commercial power to site complete and operational
F. Tolling communication cable installed, spliced, and tested to support tolling speed / volume detection network.

(e) Section 5.11.2 of the General Conditions is hereby amended and restated in its entirety as follows:

5.11.2 Notification of Substantial Completion

5.11.2.1 DB Contractor shall provide TxDOT with not less than 30 days' prior written notification of the date DB Contractor determines it will achieve Substantial Completion. During such 30-day period, DB Contractor and TxDOT shall meet and confer and exchange information on a regular cooperative basis with the goal being TxDOT's orderly, timely inspection and review of the Project and the applicable Construction Documents, and TxDOT's issuance of the Certificate of Substantial Completion.

5.11.2.2 During such 30-day period, TxDOT shall (i) conduct an inspection of the Project and its components, including the Toll Zone and ETCS Element Milestones, (ii) conduct a review of the applicable Construction Documents, (iii) conduct such other investigation as may be necessary to evaluate whether Substantial Completion is achieved, including any investigation necessary to evaluate whether the Toll Zone Work is complete, and (iv) meet with DB Contractor to exchange information about the status of any outstanding Toll Zone Work.

5.11.2.3 DB Contractor shall provide TxDOT a second written notification when DB Contractor determines it has achieved Substantial Completion. Within five days after expiration of the 30-day period and TxDOT's receipt of the second notification, TxDOT shall either (a) issue the Certificate of Substantial Completion or (b) notify DB Contractor in writing setting forth, as applicable, why the Project has not reached Substantial Completion. If TxDOT and DB Contractor cannot agree as to the date of Substantial Completion, such Dispute shall be resolved according to the procedures for resolving Disputes set forth in this Design-Build Contract.

2.1.2.2 Schedule Requirements for Toll Zone Work

(a) In addition to the other activities required to be included in the Project Schedule pursuant to Section 8.5.1.2.2 of the General Conditions, DB Contractor shall incorporate the Toll Zone and ETCS Element Milestones schedule for each Toll Zone into the Project Baseline Schedule. DB Contractor shall meet with Systems Integrator to ensure Systems Integrator's scheduled tasks, dependencies, and durations are accurately incorporated. DB Contractor shall share the Project Schedule with Systems Integrator so that Systems Integrator can incorporate the Project Schedule and track the Project progress.

(b) In addition to meeting the other requirements set forth in the Contract Documents, the PBS2 narrative described in Section 8.5.1.2.3 of the General Conditions shall describe the plan and approach to tolling, including interfaces and coordination with Systems Integrator for Toll Zone Work.

(c) The minimum work breakdown structure requirements for the Project Baseline Schedule set forth on Attachment 8-1 to the General Conditions shall include Toll Zone and ETCS Element Milestones as Section 2.1.2.1(d).

2.1.2.3 Conditions to Final Acceptance

As a condition to Final Acceptance, (i) DB Contractor shall provide the Systems Integrator Coordination Work, (ii) the Systems Integrator shall have completed its work, (iii) DB Contractor shall have facilitated the performance of the KCS Work by KCS, and (iv) the KCS Work shall be completed. Following Substantial Completion, DB Contractor shall deliver to TxDOT a plan to resolve any tolling infrastructure deficiencies within two days of notification thereof

that are the responsibility of the DB Contractor. DB Contractor shall fully resolve any tolling infrastructure deficiencies within three days of submitting the aforementioned plan.

2.1.3 Special Utility Provisions

2.1.3.1 DB Contractor acknowledges that the Price includes the following cost responsibility for Utility Adjustments in accordance with Transportation Code 203.092 as determined by the project type. DB Contractor is responsible for 100% of eligible cost of Adjustments for both Owner-Managed and DB Contractor Managed Utility Agreements. Utility Adjustments on this Project are eligible for federal participation. This Section 2.1.3.1 does not limit any of the obligations of TxDOT to make payments under the Transmission Line Relocation Agreements as set forth in Section 2.1.3.2. Notwithstanding anything to the contrary herein, if any of the City Utility Owners elects not to use DB Contractor to perform the applicable Utility Adjustments, DB Contractor shall not be responsible for paying directly to such City Utility Owner the costs of such Utility Adjustment, and TxDOT and DB Contractor will enter into a reductive Change Order removing such Utility Adjustments from the Work and decreasing the Price as set forth in Exhibit 23 to this DBA.

2.1.3.2 Transmission Line Relocation Agreements

(a) The provisions set forth in this Section 2.1.3.2 shall apply to the Transmission Line Relocation Utility Adjustment Work, and to the extent of any conflict between these provisions and the rest of the Contract Documents, this Section 2.1.3.2 shall control. Except to the extent of any conflict as described in the immediately preceding sentence, all other provisions of the Contract Documents shall apply to the Transmission Line Relocations.

(b) TxDOT has entered into each of the Transmission Line Relocation Agreements and, subject Section 2.1.3.2(j) of this DBA, DB Contractor shall not be responsible for preparing or entering into any Utility Agreements with respect to any of the Transmission Line Relocations. DB Contractor hereby assumes all TxDOT's responsibilities under each of the Transmission Line Relocation Agreements and shall comply with and timely perform all obligations imposed on TxDOT by each of the Transmission Line Relocation Agreements; provided, however, that TxDOT shall remain responsible for paying the costs of (i) any reimbursements to Oncor, TMPA or BEP that are payable under its respective Transmission Line Relocation Agreement for the Transmission Line Relocations and (ii) all Utility Adjustment Work required to be performed by TxDOT or its agent under the Transmission Line Relocation Agreements.

(c) DB Contractor shall be responsible for causing, in accordance with the Project Schedule and each Transmission Line Relocation Agreement, all Utility Adjustment Work for the Transmission Line Relocations necessary to accommodate the design and construction of the Project. All Utility Adjustment Work related to the Transmission Line Relocations shall comply with (i) the Adjustment Standards in effect as of the Proposal Due Date, together with any subsequent amendments and additions to those standards that are necessary to conform to applicable Law, or are adopted by Oncor, TMPA or BEP and affect the applicable Utility Adjustment pursuant to the applicable Transmission Line Relocation Agreement, (ii) all applicable Laws, (iii) the applicable Transmission Line Relocation Agreement, and (iv) all other requirements specified in Item 14 of the Design-Build Specifications.

(d) TxDOT shall make reasonable efforts to enforce the applicable Transmission Line Relocation Agreement against Oncor, BEP and TMPA and to cause each of Oncor, BEP and TMPA to perform its obligations under its respective Transmission Line Relocation Agreement.

(e) If a conflict occurs between the terms of any Transmission Line Relocation Agreement and those of the Contract Documents, the terms that establish the higher quality, manner or method of performing Utility Adjustment Work, establish better Good Industry Practice, or use more stringent standards shall prevail between DB Contractor and TxDOT.

(f) DB Contractor shall not enter into any agreement with any of Oncor, BEP or TMPA with respect to the Transmission Line Relocations that purport to bind TxDOT in any way, unless TxDOT has executed such agreement as a party thereto.

(g) If DB Contractor performs or furnishes Utility Adjustment Work that was initially anticipated to be performed or furnished by Oncor, BEP or TMPA under its respective Transmission Line Relocation Agreement, DB Contractor shall, to the extent that TxDOT is able to recover such cost from Oncor, BEP or TMPA (as applicable), be entitled to reimbursement from TxDOT for the actual cost to DB Contractor to perform such Utility Adjustment Work, provided that such cost is documented in a manner satisfactory to TxDOT.

(h) DB Contractor shall not be entitled to any time extension on account of the terms of any of the Transmission Line Relocation Agreements (including those related to any Betterment) and DB Contractor shall bear 100% of the risk of Critical Path delays caused by any of Oncor's, TMPA's or BEP's failure to timely comply with the requirements of its respective Transmission Line Relocation Agreement. Further, "Utility Owner Delay" shall not include any delay attributable to any of Oncor's, TMPA's or BEP's failure to cooperate with DB Contractor with respect to the Transmission Line Relocations.

(i) DB Contractor shall not be entitled to any increase in the Price or time extensions as a result of any increase in the extent, change in the character, or difference of the cost of the Utility Adjustment Work necessary for the Transmission Line Relocations from that anticipated in the applicable Transmission Line Relocation Agreement.

(j) Notwithstanding anything to the contrary in this Section 2.1.3.2, if for any reason, one of the transmission lines that is the subject of a Transmission Line Relocation Agreement must be relocated in a manner that is different from that set forth in the applicable Transmission Line Relocation Agreement, DB Contractor shall be solely responsible for such Utility Adjustment Work, including all costs and schedule impacts related thereto, and DB Contractor shall be obligated to enter into a Utility Agreement with the applicable Utility Owner for such work, and shall comply with all other requirements applicable to Utility Adjustments as set forth in the Contract Documents.

2.1.3.3 Utility Adjustment Work for the City Utilities

The Contract Documents are hereby amended by the provisions set forth in Exhibit 23 to this DBA.

2.1.4 Obligations After Final Acceptance

DB Contractor's obligations prior to Final Acceptance shall be in accordance with the Contract Documents, including the maintenance requirements set forth in Item 27 of the Design-Build Specifications. DB Contractor's obligations after Final Acceptance shall be subject to the following requirements:

DB Contractor shall be responsible for the Warranty obligations set forth in Section 3.8 of the General Conditions.

The Contract Documents are hereby amended by the provisions set forth in Exhibit 4 to this DBA, and if TxDOT issues Maintenance NTP1, in addition to the Warranty obligations set forth in this Section 2.1.4, DB Contractor shall be obligated to perform the Maintenance Services and all other obligations as set forth in the Capital Maintenance Agreement Documents set forth in Exhibit 4 to this DBA and the QAP for DB Projects.

2.2 DB Contractor's Proposal Commitments

DB Contractor's Proposal Commitments are as set forth in Exhibit 2, Appendix 1.

2.3 DB Contractor's ATCs

DB Contractor's approved ATCs for the Project are as set forth in Exhibit 2, Appendix 2.

2.4 Completion Deadlines

2.4.1 Deadlines for Project Completion

The Completion Deadlines for the Project are as set forth below, as such may be adjusted by Change Order pursuant to the General Conditions.

MILESTONE	COMPLETION DEADLINE
Substantial Completion Deadline	NTP1 plus 1,825 Days
Final Acceptance Deadline	Date of Substantial Completion plus 120 Days

2.4.2 Time is of the Essence

As a material consideration for entering into this Contract, DB Contractor hereby commits, and TxDOT is relying upon DB Contractor's commitment, to develop the Project in accordance with the time periods set forth in the Contract Documents. Except where the Contract Documents expressly provide for an extension of time, the time limitations set forth in the Contract Documents for DB Contractor's performance of its covenants, conditions and obligations are of the essence, and DB Contractor waives any right at law or in equity to tender or complete performance beyond the applicable time period, or to require TxDOT to accept such performance.

2.4.3 No Time Extension

Except as specifically provided in Section 4.6 of the General Conditions, TxDOT shall have no obligation to extend a Completion Deadline, and DB Contractor shall not be relieved of its obligation to comply with the Project Schedule and meet the Completion Deadlines for any reason.

2.5 Job Training Plan

DB Contractor's approved Job Training Plan for the Project is set forth in Exhibit 5 to this DBA. The OJT program trainee goal for this project is 87 for trainees described in Section 3 of Exhibit 9 to Attachment 3-1 to the General Conditions.

2.6 DBE Goals

The Parties acknowledge that the Project is (or may be) funded with federal funds and the approved overall DBE participation goal for the Project is established as 8% of the Price.

2.7 DBE Performance Plan

The Parties acknowledge that the Project is (or may be) funded with federal funds and DB Contractor's approved DBE Performance Plan for the Project is set forth in Exhibit 6 to this DBA.

2.8 Prevailing Wages

DB Contractor shall pay, or cause to be paid, to all applicable workers employed by it or its Subcontractors performing the Work not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including Chapter 2258 of the Texas Government Code and the Davis-Bacon Act, and as provided in Exhibit 7 to this DBA.

2.9 TxDOT Owned Properties

DB Contractor may elect to use the parcel owned by TxDOT along US 75 at the southeast corner of the IH 635 and US 75 interchange (the "**High Five Site**") during the prosecution of the Construction Work; provided, however, that all DB Contractor activities planned for the High Five Site shall: (a) be confined to northern half of the property (north of the electric substation); (b) leave trees or other woody vegetation throughout the southern half of the property undisturbed; (c) leave woody vegetation along the channel or bank of Cottonwood Creek undisturbed; (d) not cause the removal of any existing stream crossings; (e) not cause the installation of any stream crossings along Cottonwood Creek or disturb any portion of the Cottonwood Creek channel or bank; and (f) screen storage and fabrication yards from view from adjacent accesses and frontage roads.

If DB Contractor intends to use the High Five Site, no later than thirty (30) days before NTP2, DB Contractor shall submit a master plan for the site (the "**HF Master Plan**") to TxDOT, which plan shall include: (A) the facilities that DB Contractor plans to construct, (B) the areas dedicated to fabrication, material storage, roadways, vehicle parking, vehicle maintenance, construction offices as well as temporary debris or waste accumulation, (C) the location of all existing and planned overhead and underground Utilities, and (D) the location of all fire lanes, emergency access points, security fencing and lighting. DB Contractor shall not access the High Five Site prior to TxDOT's approval of the HF Master Plan. DB Contractor may only use the High Five Site for the purposes shown on the HF Master Plan. Any subsequent revisions to the HF Master Plan shall be submitted to TxDOT for approval prior to such revisions being implemented by DB Contractor.

DB Contractor shall use and maintain the High Five Site in accordance with the following conditions: (i) the use of the property is limited to providing Project-related services exclusively for the Project, and the property may not be used by DB Contractor for any other business or commercial service; (ii) DB Contractor shall be responsible for obtaining any permit required by the State or other Governmental Entities to remodel, construct or occupy buildings on the property, and DB Contractor shall bear the cost to remodel, construct or occupy any buildings on the properties; (iii) vehicle movement on the property shall be confined to the parking areas and roadways shown on the HF Master Plan; (iv) DB Contractor shall provide a hard all weather surface for the roadways and parking areas shown on the HF Master Plan; (v) the property shall be maintained in a neat and presentable condition; (vi) DB Contractor shall provide for any insect and rodent control; (vii) inoperable vehicles shall not remain on the property for more than

fourteen (14) days; (viii) DB Contractor shall ensure that all utility services are terminated when appropriate; (ix) DB Contractor shall vacate the property within thirty (30) days of Substantial Completion; and (x) DB Contractor shall return the property to neat and presentable condition as directed by TxDOT, which, at a minimum, shall be the same condition as when access was provided.

SECTION 3. APPROVALS AND THIRD PARTY AGREEMENTS

3.1 TxDOT-Provided Approvals

TxDOT is responsible for all of the TxDOT-Provided Approvals set forth below.

APPROVAL	DATE
Original I-635 LBJ East Environmental Assessment Finding of No Significant Impact (FONSI)	January 30, 2003
Re-evaluation of I-635 LBJ East Environmental Assessment FONSI	April 24, 2017
Re-evaluation of I-635 LBJ East Environmental Assessment FONSI	September 2018
Re-evaluation of I-635 LBJ East Environmental Assessment FONSI	May 3, 2019
Skillman/Audelia Interchange Categorical Exclusion	June 23, 2015

3.1.1 TxDOT has received all TxDOT-Provided Approvals as of the Effective Date.

3.1.2 All conditions and requirements of the TxDOT-Provided Approvals shall automatically be deemed included in the scope of the Work.

3.2 Project Specific Third-Party Agreements

As described in Item 13 of the Design-Build Specifications, TxDOT has Third Party Agreements with local Governmental Entities along the Project corridor that define the requirements for construction, maintenance and operation of traffic signals, illumination and roadway maintenance, and that specify the local Governmental Entities' responsibilities and TxDOT's responsibilities with respect to the requirements. In accordance with Item 13 of the Design-Build Specifications, DB Contractor will assume and execute TxDOT's responsibilities and duties as defined in such Third Party Agreements to the extent set forth in Exhibit 8 to this DBA.

SECTION 4. COMPENSATION

4.1 Price

As full compensation for performance of the Work and all other obligations of DB Contractor under the Contract Documents, TxDOT shall pay DB Contractor the lump sum price of $1,726,313,324.09 (the "**Price**"), subject to adjustment by Change Order in accordance with the Design-Build Contract. Payments shall be made in accordance with the terms and conditions of the General Conditions.

4.2 Limitations on Payments

4.2.1 Maximum Payment Schedule

The Maximum Payment Schedule for the Project is set forth in Exhibit 10 to this DBA.

4.2.2 NTP1 Maximum Payment Amount

The "**NTP1 Maximum Payment Amount**" is $40,000,000.

4.3 Price Adjustment Due to Delay in NTP1

4.3.1 TxDOT anticipates that it will issue NTP1 concurrently with or shortly after execution and delivery of this DBA, but shall have the right in its discretion to defer issuance. If the effective date of NTP1 is more than 180 days after the Proposal Due Date, and such delay in issuing NTP1 was not caused in whole or in part by the acts, omissions, negligence, intentional misconduct, or breach of applicable Law, contract or Governmental Approval of any DB Contractor-Related Entity, the Price will be adjusted by adding the following (which amount may not be less than zero) to the Price:

$$\Delta = N * (\text{Price}) * (([A-B]/B)/T)$$

where:

"Δ" is the adjustment amount distributed on a *pro rata* basis over the remaining payments on the Maximum Payment Schedule;

"N" is the number of days in the period starting 180 days after the Proposal Due Date and ending on the effective date of NTP1;

"A" is the ENR Construction Cost Index (CCI) value published for the effective date of NTP1;

"B" is the CCI published for the month that contains the day that is N +15 days prior to the 15th day of the month that contains the effective date of the NTP1; and

"T" is the number of days between the 15th of the month for which the CCI value for "A" was taken and the 15th of the month for which the CCI value for "B" was taken.

4.3.2 If a Change Order is issued during the period starting 180 days after the Proposal Due Date and ending on the effective date of NTP1, the price of the Change Order, if any, shall be adjusted based on the date that the Change Order is approved to the effective date of NTP1 using the formula set forth in Section 4.3.1 above, with "B" being the CCI for the month in which the Change Order is approved.

4.3.3 If NTP1 has not been issued on or before 365 days after the Effective Date, the Parties may mutually agree to terms allowing an extension in time for issuance of NTP1 and adjustment of the Price. DB Contractor shall provide evidence satisfactory to TxDOT, meeting the requirements of Section 4.6.5 of the General Conditions, justifying the amount of any Price increase. If the delay in issuance of NTP1 was not caused in whole or in part by the acts, omissions, negligence, intentional misconduct, or breach of applicable Law, contract or Governmental Approval of any DB Contractor-Related Entity, and DB Contractor does not wish

to negotiate an extension, or if the Parties fail to reach agreement in accordance with this Section 4.3.3, then DB Contractor's sole remedy shall be to terminate this Contract in accordance with Section 8.8.9 of the General Conditions.

4.3.4 DB Contractor shall not be entitled to any increase in the Price or extension of the Completion Deadlines, nor shall DB Contractor have a right to terminate this Contract, with respect to any delay in issuance of NTP1 due to the acts, omissions, negligence, intentional misconduct, or breach of applicable Law, contract or Governmental Approval of any DB Contractor-Related Entity.

SECTION 5. PERFORMANCE SECURITY

5.1 Bonds

With respect to DB Contractor's obligation to provide payment, performance and warranty bonds to TxDOT in accordance with Section 3.4 of the General Conditions, the following terms and conditions shall apply:

5.1.1 The "**NTP1 Performance Bond Amount**" is $40,000,000.

5.1.2 The "**NTP1 Payment Bond Amount**" is $40,000,000.

5.1.3 The "**NTP2 Performance Bond Amount**" is $1,503,653,614.09.

5.1.4 The "**NTP2 Payment Bond Amount**" is $1,503,653,614.09.

5.1.5 Each bond and each rider required pursuant to Section 3.4 of the General Conditions shall be provided in the applicable form set forth in Exhibit 12 to this DBA.

5.2 Guaranty

5.2.1 As of the Effective Date, a Guaranty in the form attached to this DBA as Exhibit 13 shall be delivered and maintained in accordance with this Section 5.2 and the requirements of the Design-Build Contract, and the following shall be the Guarantor: Fluor Corporation, a Delaware corporation.

5.2.2 Each Guaranty assures performance of DB Contractor's obligations hereunder and shall be maintained in full force and effect throughout the duration of this Design-Build Contract and so long as DB Contractor has any obligations under the Contract Documents.

5.2.3 DB Contractor shall report the Tangible Net Worth of DB Contractor, its Equity Members and Guarantors, if any, to TxDOT, on or before each anniversary of the Effective Date by means of audited financial statements of DB Contractor, its Equity Members and any Guarantors, and on a quarterly basis during the Term by means of certifications by the CFOs of the DB Contractor, its Equity Members and any Guarantors.

5.2.4 If at any time during the course of this DBA, the total combined Tangible Net Worth of DB Contractor, its Equity Members (as applicable) and any Guarantors, is less than $400,000,000, DB Contractor shall provide one or more guarantees from a Guarantor acceptable to TxDOT so that the combined Tangible Net Worth of DB Contractor, its Equity Members (as applicable) and any Guarantors is at least $400,000,000. Each such Guaranty shall be in the form attached as Exhibit 13, together with appropriate

evidence of authorization, execution, delivery and validity thereof, and shall guarantee the Guaranteed Obligations.

5.3 Insurance Special Provisions

DB Contractor shall procure and keep in effect, or cause to be procured and kept in effect with DB Contractor as a named insured, as appropriate, insurance coverage in accordance with Section 3.5 of the General Conditions, and in accordance with the insurance policies, coverage, deductibles and limits specified therein.

SECTION 6. CHANGE ORDERS

6.1 Differing Site Conditions

The "**Differing Site Conditions Deductible**" for the Project is the first $0 in additional Direct Costs.

The "**Differing Site Conditions Deductible Cap**" for the Project is an aggregate $0 for all Differing Site Conditions Deductibles borne by DB Contractor.

DB Contractor shall be entitled to an increase in the Price due to Differing Site Conditions only as provided in Section 4.6.9.1 of the General Conditions.

6.2 Relief Events

The terms "Force Majeure Events" and "Other Relief Events" shall have the meanings set forth in the General Conditions unless otherwise specified in this Section 6.2.

6.2.1 Where TxDOT has included certain approved exhibit As for Work involving railroad property in the Reference Information Documents folders titled "Final KCS Exhibit As" and "Final DART Exhibit As" (such exhibit As referred to herein as "**Preliminary Exhibit As**") prior to the Proposal Due Date, if the final plans for such Work that are approved by the applicable railroad differ materially from the applicable Preliminary Exhibit A included in the Reference Information Documents, and such differences (a) have a material adverse impact on DB Contractor's obligations under the Contract Documents and (b) were not caused by either (i) modifications to the TxDOT Schematic Design that were initiated by DB Contractor or (ii) DB Contractor's election not to utilize the applicable Preliminary Exhibit A included in the Reference Information Documents, this shall constitute an Other Relief Event and DB Contractor may request a Change Order in accordance with the Other Relief Events provisions set forth in Section 4.6.9.3 of the General Conditions, subject to the requirements in Section 4.6 of the General Conditions.

6.2.2 Section 4.6.9.3.2 of the General Conditions is hereby amended to add the following as a new subsections (i), (j) and (k) thereto: "(i) Systems Integrator Delay; (j) KCS Work Delay; and (k) the relief with respect to the Preliminary Exhibit As to the extent set forth in Section 6.2.1 of the DBA". All references to "clauses (a) through (h)" in Section 4.6.9.3.2 of the General Conditions are hereby revised as "clauses (a) through (k)".

6.3 Hazardous Materials

DB Contractor shall be entitled to a Price increase or an extension of a Completion Deadline due to Hazardous Materials only as provided in Section 4.6.9.4 of the General Conditions and subject to Section 4.6 of the General Conditions.

6.3.1 Reimbursable Amount

In accordance with Section 4.6.9.4.1 of the General Conditions, and subject to Section 4.6 of the General Conditions, DB Contractor shall be entitled to an increase in the Price as compensation for (a) 50% of DB Contractor's Reimbursable Hazardous Materials Management Costs for Pre-existing Hazardous Materials encountered by DB Contractor that exceed $5,000,000 but do not exceed $8,000,000, (b) 100% of Reimbursable Hazardous Materials Management Costs for Pre-Existing Hazardous Materials encountered by DB Contractor that exceed $8,000,000, and (c) 100% of Reimbursable Hazardous Materials Management Costs for Pre-existing Hazardous Materials encountered on Additional Properties acquired as a result of a Necessary Basic Configuration Change or TxDOT-Directed Change. DB Contractor shall be responsible for all other costs related to Pre-existing Hazardous Materials.

6.3.2 Time Extensions

DB Contractor shall be entitled to an extension of a Completion Deadline due to Hazardous Materials only as provided in Section 4.6.9.4.2 of the General Conditions and subject to Section 4.6 of the General Conditions.

6.4 Unidentified Utilities

6.4.1 Unidentified Utilities Deductible

The "**Unidentified Utilities Deductible**" for the Project is, for each facility, the first $50,000 of Basic Costs for the Utility Adjustment due to an Unidentified Utility.

The "**Unidentified Utilities Deductible Cap**" for the Project is an aggregate $1,000,000 for all Unidentified Utilities Deductibles borne by DB Contractor.

DB Contractor shall be entitled to a Change Order with respect to certain additional Direct Costs and delays relating to Utility Adjustments, as specified in Section 4.5 of the General Conditions and subject to the restrictions and limitations set forth in Section 4.5 of the General Conditions and in Section 4.6 of the General Conditions.

6.4.2 Time Extension for Unidentified Utilities

If DB Contractor encounters one or more Unidentified Utilities for which DB Contractor is entitled to compensation pursuant to Section 4.5 of the General Conditions, and the performance of the Utility Adjustments for such Unidentified Utilities results in delays to the Critical Path, such delay shall be borne equally by each Party (i.e., any affected Completion Deadline shall be extended by one day for every two full days of delay resulting from the performance of the Utility Adjustments for such Unidentified Utilities). If a delay as described in this Section 6.4.2 is concurrent with another delay which is DB Contractor's responsibility hereunder, then the delay shall be borne 100% by DB Contractor. If a delay due to the discovery of an Unidentified Utility is concurrent with another delay for which DB Contractor is entitled to a time extension, the period of TxDOT's responsibility for the delays shall run concurrently. The foregoing shall not preclude DB Contractor from obtaining a time extension with respect to New

Utilities in accordance with Section 4.6.9.2.1 of the General Conditions. Except as otherwise expressly provided in this Section 6.4.2, no time extension will be allowed on account of the performance of Utility Adjustments for Unidentified Utilities. Relief pursuant to this Section 6.4.2 is subject to the restrictions and limitations set forth in Section 4.5 of the General Conditions and Section 4.6 of the General Conditions.

6.5 Access to Right of Way

DB Contractor shall be entitled to a Change Order for delays to the Critical Path due to failure of TxDOT to make available a portion of the Schematic ROW, or any Additional Properties that must be acquired due to a TxDOT-Directed Change, Force Majeure Event, or a Necessary Basic Configuration Change, as provided in Section 4.6.9.5 of the General Conditions and subject to the requirements of Section 4.6 of the General Conditions.

The Contract Documents are hereby amended by the provisions set forth in Exhibit 24 to this DBA.

6.6 Necessary Basic Configuration Changes

DB Contractor shall be entitled to an increase in the Price due to a Necessary Basic Configuration Change only as provided in Section 4.6.9.6 of the General Conditions and subject to the requirements of Section 4.6 of the General Conditions.

6.7 Form of Change Order

Each Request for Change Order and Change Order shall meet the requirements of Section 4.6 of the General Conditions and shall be provided in the applicable form set forth in Exhibit 14 to this DBA.

6.8 DB Contractor Reimbursement for Eminent Domain Assistance

In accordance with Section 4.4.2.1 of the General Conditions, DB Contractor shall be responsible for the performance of support services for the condemnation proceedings described in Item 15 of the Design-Build Specifications for any parcels within the Schematic ROW that require acquisition by eminent domain. DB Contractor shall be entitled to reimbursement for DB Contractor's reasonable out-of-pocket costs of providing such services up to the maximum amounts set forth in Exhibit 11 to this DBA.

SECTION 7. FEES; LIQUIDATED DAMAGES

7.1 Fees for Early Issuance of NTP2

TxDOT may condition any early issuance of NTP2 pursuant to Section 8.1.1 of the General Conditions upon payment by DB Contractor to TxDOT the amount of $1,000 for each day during the period that NTP2 has been issued and any condition to NTP2 remains unsatisfied.

7.2 Liquidated Damages Respecting Delays

7.2.1 The amounts of any liquidated damages for which DB Contractor may be liable pursuant to Section 8.6.1 of the General Conditions shall be as follows:

(a) $200,000 for each day after the Substantial Completion Deadline and through the date of Substantial Completion, but not to exceed 365 days;

(b) $50,000 per day for each day after the Final Acceptance Deadline and through the date of Final Acceptance.

7.2.2 DB Contractor acknowledges that the liquidated damages described in this Section 7.2 are reasonable in order to compensate TxDOT for damages it will incur as a result of late completion of the Project or portions thereof as set forth in this Section 7.2 and Section 8.6 of the General Conditions.

7.3 Liquidated Damages for Lane Closures and Lane Rental Charges

The Liquidated Damages for Lane Closures and Lane Rental Charges for which DB Contractor may be liable pursuant to Section 8.6.2 of the General Conditions shall be as set forth in Exhibit 15 to this DBA. DB Contractor acknowledges and agrees that such Liquidated Damages for Lane Closures and Lane Rental Charges are reasonable in order to compensate TxDOT for damages it will incur as a result of such Lane Closures.

7.4 Key Personnel Change Fees; Key Personnel Unavailability Liquidated Damages

7.4.1 As deemed compensation to TxDOT for Losses described in Section 8.3.1.4 of the General Conditions, DB Contractor agrees to pay to TxDOT the following Key Personnel Change Fees amounts in accordance with such section. The Key Personnel Change Fees shall be assessed in the amounts set forth below for changes to Key Personnel during the periods described below. Each period shall be determined by the progress percentages, which are calculated by dividing the DB Contractor's earned to date amount set forth in the most recent approved Draw Request by the Price.

POSITION	KEY PERSONNEL CHANGE FEE PERIODS			
	PERIOD 1 (0%-40% Progress Percentage)	PERIOD 2 (40%-60% Progress Percentage)	PERIOD 3 (60%-80% Progress Percentage)	PERIOD 4 (80%-100% Progress Percentage)
Project Manager	$150,000	$150,000	$75,000	$75,000
Construction Manager	$150,000	$150,000	$75,000	$75,000
Design Manager	$150,000	$75,000	$75,000	$37,500
Lead MOT Design Engineer	$150,000	$150,000	$75,000	$75,000
Independent Quality Firm Manager	$150,000	$150,000	$150,000	$75,000

Professional Services Quality Assurance Manager	$150,000	$75,000	$75,000	$37,500

7.4.2 As deemed compensation to TxDOT for Losses described in Section 8.3.1.5 of the General Conditions, DB Contractor agrees to pay to TxDOT the following Key Personnel Unavailability Liquidated Damages amounts in accordance with such section, for each day that the relevant Key Personnel role is not filled by an approved individual:

POSITION	KEY PERSONNEL UNAVAILABILITY LIQUIDATED DAMAGES (per day)
Project Manager	$10,000
Construction Manager	$10,000
Design Manager	$10,000
Lead Maintenance of Traffic Design Engineer	$10,000
Independent Quality Firm Manager	$10,000
Professional Services Quality Assurance Manager	$10,000

7.5 Additional Acknowledgements Regarding Liquidated Damages

DB Contractor further agrees and acknowledges that:

7.5.1 As of the Effective Date, the amounts of Liquidated Damages set forth herein represent good faith estimates and evaluations by the Parties as to the actual potential damages that TxDOT would incur as a result of DB Contractor's act or omission, and do not constitute a penalty.

7.5.2 DB Contractor further acknowledges that these damages are incapable of accurate measurement because of, among other things, the unique nature of the Project and the unavailability of a substitute for it.

7.5.3 The Parties have agreed to Liquidated Damages in order to fix and limit DB Contractor's costs and to avoid later Disputes over what amounts of damages are properly chargeable to DB Contractor.

7.5.4 Such sums are reasonable in light of the anticipated or actual harm caused, the difficulties of the proof of loss, and the inconvenience or infeasibility of otherwise obtaining an adequate remedy.

7.6 Noncompliance Points

The performance of the Work will not be subject to noncompliance points.

SECTION 8. KEY SUBCONTRACTORS AND KEY PERSONNEL

8.1 Key Subcontractors

Key Subcontractors for the Project are as set forth in Exhibit 17 to this DBA.

8.2 Key Personnel

Key Personnel positions for the Project, and the approved individuals filling such Key Personnel roles as of the Effective Date, are as set forth in Exhibit 18 to this DBA. TxDOT requires the ability to contact certain Key Personnel, as specified in Exhibit 18, 24 hours per day, seven days per week.

SECTION 9. NOTICE AND AUTHORIZED REPRESENTATIVES

9.1 Notices and Communications

9.1.1 Notices under the Contract Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile or email communication or posted to TxDOT's SharePoint site for the Project with receipt confirmed by telephone and followed by a hard copy, to the addresses set forth in this Section 9.1, as applicable (or to such other address as may from time to time be specified in writing by such Person).

9.1.2 All notices, correspondence and other communications to DB Contractor shall be delivered to the following address or as otherwise directed by DB Contractor's Authorized Representative:

Pegasus Link Constructors – LBJ East Project
160 Continental Avenue
Dallas, Texas 75207-7306
Attention: Mr. Jason Estes
Telephone: 214-537-9034
E-mail: jason.estes@plclbj.com

In addition, copies of all notices to proceed and suspension, termination and default notices shall be delivered to the following Persons:

Fluor Corporation
5001 Spring Valley Road, Suite 700 West
Dallas, Texas 75244
Attention: Steven J. Pascoe
Telephone: 469-398-7651
E-mail: steve.pascoe@fluor.com

and Balfour Beatty
600 Galleria Pkwy, Suite 1500

Atlanta, Georgia 30339
Attention: Ms. Christine McAnney
Telephone: 404-253-6336
E-mail: cmcanney@balfourbeattyus.com

9.1.3 All notices, correspondence and other communications to TxDOT shall be marked as regarding the I-635 LBJ East Project and shall be delivered to the following address or as otherwise directed by TxDOT's Authorized Representative:

Texas Department of Transportation
Dallas District Office
4777 E. Highway 80
Mesquite, TX 75150-6643
Attention: Mo Bur, P.E.
Telephone: (214) 320-6100
E-mail: mo.bur@txdot.gov

With a copy to:

Texas Department of Transportation
Project Finance, Debt & Strategic Contracts Division
125 East 11th Street
Austin, Texas 78701
Attention: Mr. Benjamin Asher
Telephone: (512) 463-8611
E-mail: benjamin.asher@txdot.gov

In addition, copies of all notices regarding Disputes, termination and default notices shall be delivered to the following:

Texas Department of Transportation
General Counsel Division
125 East 11th Street
Austin, Texas 78701
Attention: Jack Ingram
Telephone: (512) 463-8630
E-mail: jack.ingram@txdot.gov

9.2 Designation of Representatives

9.2.1 TxDOT and DB Contractor shall each designate Authorized Representative(s) who shall be authorized to make decisions and bind the Parties on matters relating to the Contract Documents. Exhibit 19 hereto provides the initial Authorized Representative designations. Such designations may be changed by a subsequent writing delivered to the other Party in accordance with Section 9.1.

9.2.2 The Parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the administration, design and construction of the

Project and negotiate on behalf of each of the Parties, but who do not have authority to bind TxDOT or DB Contractor.

SECTION 10. REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties

DB Contractor and each Joint Venturer, as applicable, represents and warrants that:

10.1.1 During all periods necessary for the performance of the Work, DB Contractor, each Joint Venturer, and all Subcontractors will maintain all required authority, license status, professional ability, skills and capacity to perform the Work in accordance with the requirements contained in the Contract Documents.

10.1.2 As of the Effective Date, DB Contractor has evaluated the constraints affecting the Project, including the Schematic ROW limits, as well as the conditions of any TxDOT-Provided Approvals, and has reasonable grounds for believing and does believe that the Project can be administered, designed and constructed within such constraints.

10.1.3 DB Contractor has evaluated the feasibility of performing the Work within the Completion Deadlines and for the Price, accounting for constraints affecting the Project and has reasonable grounds for believing and does believe that such performance (including meeting all Completion Deadlines for the Price) is feasible and practicable.

10.1.4 Except as to parcels that TxDOT lacked title or access to prior to the Proposal Due Date, DB Contractor, in accordance with Good Industry Practice, examined or had the opportunity to examine the Site and surrounding locations, performed or had the opportunity to perform appropriate field studies and geotechnical investigations of the Site, investigated and reviewed available public and private records, and undertook other activities sufficient to familiarize itself with surface conditions and subsurface conditions, including the presence of Utilities, Hazardous Materials, contaminated groundwater, archeological, paleontological and cultural resources, and Threatened or Endangered Species affecting the Site or surrounding locations; and as a result of such opportunity for review, inspection, examination and other activities, DB Contractor is familiar with and accepts the physical requirements of the Work, subject to DB Contractor's rights to seek relief under Section 4.6 of the General Conditions. Before commencing any Work on a particular portion or aspect of the Project, DB Contractor shall verify all governing dimensions of the Site and shall examine all adjoining work (including any Adjacent Work) that may have an impact on such Work. DB Contractor shall ensure that any Design Documents and Construction Documents furnished as part of the Work accurately depict all governing and adjoining dimensions.

10.1.5 DB Contractor has familiarized itself with the requirements of any and all applicable Laws and the conditions of any required Governmental Approvals prior to entering into this DBA. Except as specifically permitted under Section 4.6 of the General Conditions, DB Contractor shall be responsible for complying with the foregoing at its sole cost and without any additional compensation or time extension on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment or materials not expressly provided for in the Contract Documents. As of the Effective Date, DB Contractor has no reason to believe that any Governmental Approval required to be

obtained by DB Contractor will not be granted in due course and thereafter remain in effect so as to enable the Work to proceed in accordance with the Contract Documents.

10.1.6 All Work furnished by DB Contractor shall be performed by or under the supervision of Persons who hold all necessary and valid licenses to perform the Work in the State and by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents and who shall assume professional responsibility for the accuracy and completeness of the Design Documents, Construction Documents and other documents prepared or checked by them.

10.1.7 As of the Effective Date, DB Contractor is duly organized as specified in the preamble to this DBA and validly existing under the laws of the state of its organization, and has all requisite power and all required licenses to carry on its present and proposed obligations under the Contract Documents. DB Contractor is composed of the Joint Venturers. Fluor Enterprises, Inc. is duly organized, validly existing, and in good standing under the Laws of the State of California. Balfour Beatty Infrastructure, Inc. is duly organized, validly existing, and in good standing under the Laws of the State of Delaware. Each Joint Venturer is duly qualified to do business, and is in good standing, in the State of Texas as of the Effective Date, and will remain in good standing throughout the Term and for as long thereafter as any obligations remain outstanding under the Contract Documents.

10.1.8 The execution, delivery and performance of the Contract Documents to which DB Contractor is (or will be) a party have been (or will be) duly authorized by all necessary corporate action of the Joint Venturers; each person executing Contract Documents on behalf of DB Contractor has been (or at the time of execution will be) duly authorized to execute and deliver each such document on behalf of DB Contractor; and the Contract Documents to which DB Contractor is (or will be) a party have been (or will be) duly executed and delivered by DB Contractor.

10.1.9 Neither the execution and delivery by DB Contractor of the Contract Documents to which DB Contractor is (or will be) a party nor the consummation of the transactions contemplated hereby or thereby is (or at the time of execution will be) in conflict with or has resulted or will result in a default under or a violation of the organizational documents or other governing instruments of DB Contractor.

10.1.10 Each of the Contract Documents to which DB Contractor is (or will be) a party constitutes (or at the time of execution and delivery will constitute) the legal, valid and binding obligation of DB Contractor and each Joint Venturer, enforceable against DB Contractor and, if applicable, each Joint Venturer, in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

10.1.11 As of the Effective Date, there is no action, suit, proceeding, investigation or litigation pending and served on DB Contractor or any Joint Venturer that challenges the authority of DB Contractor or any Joint Venturer to execute, deliver or perform, or the validity or enforceability of, the Contract Documents to which DB Contractor is a party, or that challenges the authority of any DB Contractor or Joint Venturer official executing the Contract Documents; and DB Contractor has disclosed to TxDOT prior to the Effective Date any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which DB Contractor is aware.

10.1.12 As of the Proposal Due Date, DB Contractor disclosed to TxDOT in writing all organizational conflicts of interest of DB Contractor and its Subcontractors of which DB Contractor was actually aware; and between the Proposal Due Date and the Effective Date, DB Contractor has not obtained knowledge of any additional organizational conflict of interest, and there have been no organizational changes to DB Contractor or its Subcontractors identified in its Proposal that have not been approved in writing by TxDOT. For this purpose, organizational conflict of interest has the meaning set forth in the Instructions to Proposers.

10.1.13 At any time a Guaranty is required to be in place pursuant to the Contract Documents, the applicable Guarantor is duly organized, validly existing and in good standing under the laws of the state of its organization, is duly qualified to do business in and is in good standing in the State of Texas, and will remain in good standing for as long as any obligations guaranteed by such Guarantor remain outstanding under the Contract Documents, and each such Guarantor has all requisite power and authority to carry on its present and proposed obligations under the Contract Documents.

10.1.14 At any time a Guaranty is required to be in place pursuant to the Contract Documents, all required approvals have been obtained with respect to the execution, delivery and performance of such Guaranty, and performance of such Guaranty will not result in a breach of or a default under the applicable Guarantor's organizational documents or any indenture or loan or credit agreement or other material agreement or instrument to which the applicable Guarantor is a party or by which its properties and assets may be bound or affected.

10.1.15 Each Guaranty has been duly authorized by all necessary corporate action, has been duly executed and delivered by each Guarantor, and constitutes the legal, valid and binding obligation of such Guarantor, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and general principles of equity.

10.2 Survival of Representations and Warranties

The representations and warranties of DB Contractor contained herein shall survive the expiration or earlier termination of this Contract.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 Dispute Resolution Procedures

Disputes shall be resolved pursuant to the administrative rules promulgated in accordance with Section 201.112(a) of the Code, adopted by TxDOT in accordance with the Texas Administrative Procedure Act, and effective under Rule §9.6 of Subchapter A, Chapter 9, Part 1, Title 43 of the Texas Administrative Code and subject to (i) the procedures set forth in Sections 4.9 and 4.10 of the General Conditions, (ii) the requirements set forth in Appendix 1 to Exhibit 20 to this DBA and (iii) the Disputes Board Agreement set forth as Appendix 2 to Exhibit 20 to this DBA.

The Parties' agreement regarding Dispute Resolution Procedures as set forth in this Section 11.1 shall survive expiration or earlier termination of the Term and thereafter for so long as either Party has any obligation originating under the Contract Documents.

11.2 Entire Agreement

The Contract Documents contain the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to its subject matter.

11.3 Severability

If any clause, provision, section or part of the Contract Documents is ruled invalid under Section 11.1 hereof and Sections 4.9 and 4.10 of the General Conditions, or otherwise by a court having proper jurisdiction, then the Parties shall (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties, including an equitable adjustment to the Price to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) that declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of the Contract Documents, which shall be construed and enforced as if the Contract Documents did not contain such invalid or unenforceable clause, provision, section or part.

11.4 Survival

DB Contractor's representations and warranties, the dispute resolution provisions contained in Section 11.1 and Exhibit 20 hereof and Sections 4.9 and 4.10 of the General Conditions, the indemnifications and releases contained in Section 7.12 of the General Conditions, the express rights and obligations of the Parties following termination of this DBA under Section 8.7 and Section 8.8 of the General Conditions, the provisions regarding invoicing and payment under Section 9.3 of the General Conditions, the obligations regarding Final Reconciliation under Section 9.7 of the General Conditions and all other provisions which by their inherent character should survive termination of this DBA and completion of the Work, shall survive the termination of this DBA and completion of the Work. The provisions of Section 11.1 and Exhibit 20 hereof and Sections 4.9 and 4.10 of the General Conditions shall continue to apply after expiration or earlier termination of this DBA to all Claims and Disputes between the Parties arising out of the Contract Documents.

11.5 Counterparts

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.6 Joint and Several Liability

Each of Fluor Enterprises, Inc., a California corporation, and Balfour Beatty Infrastructure, Inc. a Delaware corporation agree that it is jointly and severally liable for the performance of DB Contractor's liabilities and obligations under the Contract Documents; and that such joint and several liability shall not in any way be reduced, diminished or released by any change to the constitution of Design-Build Contractor. If any other Party or replacement Party to this DBA is or becomes a joint venture or a partnership, all members of such joint venture or partnership shall have joint and several liability for the obligations and liabilities of such Party under the Contract Documents, and such obligations and liabilities shall not in any way be reduced, diminished or released by any change in the constitution of such Party.

IN WITNESS WHEREOF, this DBA has been executed as of the Effective Date.

DB CONTRACTOR:

PEGASUS LINK CONSTRUCTORS – LBJ EAST PROJECT

By: Fluor Enterprises, Inc.

By _____
Robert Stevens
Vice President

By: Balfour Beatty Infrastructure, Inc.

By _____
John Rempe
President and Chief Executive Officer

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
James M. Bass
Executive Director

EXHIBIT 1

PROJECT SCOPE

The Work shall conform to the Basic Configuration and be consistent with the TxDOT Schematic Design. DB Contractor shall design and construct the Elements described below:

1. an approximately 11-mile section of I-635 from east of US 75 to I-30, including the I-30 interchange with transition work on I-635 extending south of the interchange, approximately 1.2 miles in length and an approximately 1.5-mile section of I-30 from west of Gus Thomasson Road to east of N Galloway Avenue;

2. full reconstruction and widening of the existing eight general purpose lanes to ten general purpose lanes, with auxiliary lane(s) between entrance ramps and exit ramps;

3. full reconstruction of the existing two toll managed lanes with access ramps to and from the toll managed lanes, including all tolling infrastructure;

4. full reconstruction of existing two lane discontinuous frontage road to two lane continuous frontage roads with auxiliary lanes in each direction;

5. full reconstruction of undercrossings/overcrossings and associated entrance and exit ramps, including Skillman/Audelia Interchange;

6. construction of sound walls;

7. construction of two railroad underpasses;

8. reconstruction of cross streets;

9. incidental improvements on cross streets to accommodate the reconstruction of the frontage roads and undercrossings/overcrossings, and addition of the new continuous frontage roads;

10. full reconstruction of the I-635/I-30 interchange and the associated transitional work on I-635 extending south of the interchange and the transitional work on I-30 extending east and west of the interchange;

11. full reconstruction of the I-635 existing eight general purpose lanes and auxiliary lanes to accommodate the new interchange; and

12. full reconstruction of the I-30 existing general purpose and reversible HOV lane to accommodate the new interchange.

EXHIBIT 2

- Appendix 1: DB Contractor's Proposal Commitments
- Appendix 2: ATCs

APPENDIX 1 TO EXHIBIT 2

DB CONTRACTOR'S PROPOSAL COMMITMENTS

No.	Proposal Location	Proposal Commitment
1	Vol 1, C. Technical Solutions, Project Management (Page 264)	DB Contractor will implement a proactive incident response program including: (i) meeting quarterly with first responders and in advance of major traffic switches, and (ii) ensuring that EMS will be informed of traffic diversions and work zones that could impact travel times or access to their service areas and hospitals.
2	Vol 1, C. Technical Solutions, Project Management (Page 264)	DB Contractor will implement a proactive incident response program including providing a courtesy patrol, primarily comprised of DB Contractor's Traffic Control Staff, and on-call towing service for rapid support and to assist in clearing of third-party incidents and removal of lane blockages during peak travel time.
3	Vol 1, C. Technical Solutions, Project Management (Page 264)	DB Contractor will implement a proactive incident response program including responding upon initial detection/notification of an incident. DB Contractor's responsibilities for an incident on the roadway include calling 911, liaising with emergency services, assisting to protect and secure incident site, providing resources if requested, and evaluating infrastructure damage to determine if repairs are needed to restore traffic to the roadway.
4	Vol 1, C. Technical Solutions, Project Management (Page 264)	DB Contractor will perform weekly drives of the project with TxDOT.
5	Vol 1, C. Technical Solutions, Quality Management (Page 266)	DB Contractor will conduct or perform a pre-traffic switch punchlist walk through with TxDOT, IQF, OVT, and appropriate superintendents before any traffic switch. DB Contractor will address all critical punchlist items before the traffic switch occurs. Closing these punchlist items helps minimize lane closures, ensuring the safety of the traveling public and the safety of the workers back out in traffic. This also leads to a smaller punchlist at Project completion.
6	Vol 1, C. Technical Solutions, Quality Management (Page 266)	Tracked within ELVIS, the quality team will meet weekly with TxDOT, IQF, and PLC Management, until NCRs and CDRs are closed, making project closeout and turnover a seamless and fast transition. TxDOT will be involved with the NCR closeout process, and DB Contractor will not proceed with an NCR solution before TxDOT provides approval.
7	Vol 1, C. Technical Solutions, Quality Management (Page 266)	Any DB Contractor team member employee may elevate a nonconformance issue or be requested by TxDOT to initiate a nonconformance report.

No.	Proposal Location	Proposal Commitment
8	Vol 1, C. Technical Solutions, Quality Management (Page 266)	A QC report will be made available to TxDOT upon request.
9	Vol 1, C. Technical Solutions, Quality Management (Page 266)	The IQF will sign off on monthly and bimonthly material reports, even if the materials have been approved by TxDOT.
10	Vol 1, C. Technical Solutions, Quality Management (Page 266)	The IQFM will prepare a weekly summary of the inspections and testing conducted, which will confirm with TxDOT the Guide Schedule is being met/exceeded.
11	Vol 1, C. Technical Solutions, Quality Management (Page 267)	DB Contractor will conduct Quality Plan Satisfaction Surveys with TxDOT to discuss concerns that have arisen and appropriate mitigations to these concerns.
12	Vol 1, C. Technical Solutions, Quality Management (Page 267)	DB Contractor will implement a continuous improvement measure through the Opportunity for Improvement process (OFI). The OFI program gives TxDOT, through DB Contractor, the authority to escalate reoccurring CDRs or nonconforming QC processes to an OFI. The OFI process establishes a procedure for identifying root causes to systemic issues and expedites corrective actions that are approved by senior project management.
13	Vol 1, C. Technical Solutions, Quality Management (Page 267)	Chaired by the Project Manager, the DB Contractor Management Team will conduct monthly Management Reviews of the QMP to ensure its continuing suitability, adequacy and effectiveness, assess OFIs, and the need for any changes to the QMP, the Quality Policy or Quality Objectives.
14	Vol 1, C. Technical Solutions, Quality Management (Page 267)	DB Contractor will provide TxDOT a construction 3-week look-ahead schedule weekly with a crew workplan spreadsheet. DB Contractor will provide access to TxDOT for a daily dispatch log and real-time updates for concrete, asphalt, and cement-treated base placements to ensure TxDOT and affected parties are aware of the day-to-day project activities.
15	Vol 1, C. Technical Solutions, Quality Management (Page 268)	DB Contractor will provide Senior Leadership and Training in design, construction, and maintenance, with experience on how to best validate and verify quality on DB projects so that project personnel are well versed at every level. Trainings will include project foremen, as they are the first level of quality control.
16	Vol 1, C. Technical Solutions, Quality Management (Page 268)	A pre-quality meeting will be held for all team members, conducted by IQF leadership. This training is specific to understanding the quality program and will help the team understand the QMP by breaking it up into tangible requirements, and translating the QMP in work plans and pre-activity meetings with TxDOT and the IQF.

No.	Proposal Location	Proposal Commitment
17	Vol 1, C. Technical Solutions, Quality Management (Page 268)	DB Contractor commits to solving problems at the lowest possible level, empowering the project team to hold the highest quality standards, avoiding bottlenecking resolutions and schedule delays.
18	Vol 1, C. Technical Solutions, Design and Construction Plan (Page 270)	DB Contractor is committed to comprehensive public information, communications, and community outreach. DB Contractor will consistently communicate with residents and business owners along the corridor – not just DB Contractor's public information team, but field staff as well. DB Contractor field staff will hold schedule-oriented business-need conversations with business and property owners throughout the Project to understand how to best maintain access during construction. DB Contractor will then phase the construction execution, provide route diagrams, or install signage as needed so intersection, adjacent roadway, and driveway accesses are maintained. The right-of-way will be clearly marked ahead of these meetings to review the construction limits with the property owners and provide a boundary for our crews.
19	Vol 1, C. Technical Solutions, Design and Construction Plan (Page 271)	DB Contractor will coordinate directly with schools, churches, and events to mitigate impacts where possible, modifying work shifts when possible to mitigate the impacts from construction noise, strategic positioning of lighting, and vibration. DB Contractor will install high-mast lighting during the first phase of construction, reducing the use of temporary lighting.
20	Qualification Statement, Vol 1, Section D (Page 53) Figure D-1.0 (Page 55)	Bob Stevens and Dan Young will assume Board roles on LBJ East.

APPENDIX 2 TO EXHIBIT 2

ATCs

The following table lists DB Contractor's Alternative Technical Concepts (ATCs), which are described in further detail in the applicable ATC submittals, that DB Contractor may incorporate into the Project. The Deviations set forth in the ATC submittals are approved by TxDOT subject to satisfaction of any conditions set forth in the letters from TxDOT to DB Contractor, which are also listed in the following table. Such Deviations, subject to satisfaction of any listed "conditions," expressly supersede any conflicting provisions in the Design-Build Contract. DB Contractor is responsible for and bears the schedule and cost risk associated with (a) any ATC that would require further environmental evaluation of the Project, (b) obtaining any third-party approvals (including Governmental Approvals) required to implement the ATC, and (c) the acquisition of any additional right of way, and obtaining any necessary Environmental Approvals required to implement the ATC. Moreover, DB Contractor is not entitled to a Change Order for time or money as a result of (i) Site conditions (e.g., Hazardous Materials, Differing Site Conditions, geotechnical issues, Utilities, etc.) on such additional right of way, or (ii) any delay, inability or cost associated with the acquisition of any right of way required to implement the ATC. The ATCs, to the extent utilized by DB Contractor, shall otherwise meet all requirements of the Design-Build Specifications.

ATC #	Description	Decision	Conditions of Approval
PLC ATC #1	Use of Weathering Steel for Selected Bridges	Conditionally Approved	1. Drip pans plans must be provided to TxDOT for review and approval prior to implementation. 2. The drip pans must be installed around the bearings and tied to a drainage system. 3. Soffit plates must be constructed of weathering steel.
PLC ATC #2	TxDOT Standard Sign Bridge and Cantilever Structures on Aesthetic Concrete Columns	Approved	None
PLC ATC #3	Construct Overpass Bents in Cross Street Medians (Jupiter & Shiloh)	Conditionally Approved	1. Approval is limited to allowing a middle bent within the median at Jupiter Road. All other design criteria in the Contract Documents must be met. 2. The deviation for the bent within the median at Shiloh Road is not eligible as an ATC, but may be included in the

ATC #	Description	Decision	Conditions of Approval
			Proposer's Proposal, because it will be updated within Addendum #1.
PLC ATC #4	Increasing Maximum Spacing Between ITS Pull Boxes	Conditionally Approved	1. Ground boxes must be placed where there is a transition in run type (e.g., bored run to trench, rigid metal to PVC, etc.)
PLC ATC #5	Eliminate Cantilever STA 573+50 to 584+00	Conditionally Approved	1. Approval is limited to the reduction of the border width from 15' to 10.4' (WB) and 11.7' (EB). All other design criteria in the Contract Documents must be met.
PLC ATC #6	Garland Grade Separated Frontage Roads	Conditionally Approved	1. DB Contractor shall ensure that all proposed changes meet the 2045 MTP air quality conformity approved in November 2018. 2. DB Contractor is responsible for any New Environmental Approvals, including but not limited to public involvement. 3. DB Contractor is responsible for any necessary revisions to the TxDOT Schematic Design. 4. DB Contractor is responsible for any necessary modifications to the Interstate Access Justification Report. 5. DB Contractor shall maintain all existing access and proposed access as shown on the TxDOT Schematic Design. 6. DB Contractor shall work with TxDOT to maximize the use of retaining walls in order to reduce the use of bridges to prevent potential encampments. 7. DB Contractor is responsible for coordination and the

ATC #	Description	Decision	Conditions of Approval
			agreements with the railroad.
PLC ATC #7	Integral Aesthetic Monument Columns	Approved	None
PLC ATC #9	Bypass Detours for Mainlane Closures	Conditionally Approved	1. Only one city street can be closed at a time. 2. A two lane, 30mph detour route must be submitted to TxDOT for review and approval and must be free flowing at all times. 3. The two lane detour will only be allowed during hours for Time Period C.
PLC ATC # 10	Hybrid Walls at Shiloh ML Ramps	Approved	None
PLC ATC #SK01	Optimized Floor Beam Framing for Skillman Overcrossing	Approved	None
PLC ATC #SK03	Skillman Alternative Alignment	Approved	None
TEC ATC #14	Floor Beam at Skillman Bridge Structure & Removing Center Hangers and traffic barriers within the median	Approved	None

EXHIBIT 3

Appendix 1: List of Reference Information Documents

Appendix 2: Portions of Reference Information Documents Incorporated in the Contract Documents for Purposes of DB Contractor Relief

APPENDIX 1 TO EXHIBIT 3

List of Reference Information Documents

	Description	File Name
Design		
	DFW Regional Express Lane Signing Standard	Dallas-Ft Worth Regional Express Lane Signing Standard 2-3-2014.pdf
	TxDOT Special Specification for Barrier Gate	Special Specification 5052.pdf
	TxDOT Special Specification for Next Generation Concrete Surface Grinding - REVISED	SS3012_Revised.pdf
	TxDOT Rainfall Data Memo Update 2018	Updated Rainfall Data Memo 2018_11_29.pdf
Aesthetics Requirements		
	IH 635 LBJ East Draft Aesthetic Technical Guideline	IH 635 Aesthetic Technical Guidelines December 2018 page 5_14 updated.pdf
	Skillman Street/Audelia Road Interchange Hardscape and Landscape Aesthetic Concept	Skillman-Audelia Hardscape and Landscape Aesthetic Concept Plan.pdf
	Skillman Street/Audelia Road Interchange Lighting Concept and Fixture	Skillman-Audelia Lighting Concept and Fixtures.pdf
As-Builts		
IH 635 LBJ East As-Built		
City of Dallas		
	As-Built Files	15-100 Sport City Toyota.pdf
	As-Built Files	City of Dallas.zip
City of Garland		
	As-Built Files	City of Garland As-built.zip
	As-Built Files	Garland Volkswagen dealership site plan.pdf
City of Mesquite		
	As-Built Files	Courtyard Dallas Mesquite, Towne Crossing, Driftwood.zip
	As-Built Files	IH-30,GusThomasson,NGalloway.zip
	As-Built Files	IH-30,GusThomasson,NGalloway2.zip
	As-Built Files	IH-635.zip
	As-Built Files	LaPrada.zip
	As-Built Files	Oates_Galloway.zip
County of Dallas Plans		
	As-Built Files	La Prada Drive As-built.pdf
DART		
	As-Built Files	DART As-Builts.zip
	As-Built Files	G-2 IH 635 Underpass.zip
TxDOT Plans		
	As-Built Files	CSJ 0009-11-202 IH 30 HOV Lane.pdf
	As-Built Files	IH 30 CSJ 0009-11-018 (Jim Miller - Galloway).pdf
	As-Built Files	IH 30 CSJ 0009-11-116 (Big Town - IH635).pdf
	As-Built Files	IH 30 CSJ 0009-11-138 (IH635 - Belt Line).pdf
	As-Built Files	IH 635 CSJ 2374-01-153 (IH 635 HOV Lanes).pdf

	Description	File Name
	As-Built Files	IH 635 CSJ 2374-01-176 (IH 635 Express Lanes).pdf
	As-Built Files	IH 635 CSJ 2374-02-124 (Northbound Frontage Road).pdf
	As-Built Files	IH 635 Royal-Miller CSJ 2374-01-112.pdf
	As-Built Files	IH635 CSJ 2374-01-006 (US75 - Centerville).pdf
	As-Built Files	IH635 CSJ 2374-01-069 (Plan and Profile).pdf
	As-Built Files	IH635 CSJ 2374-01-086 (IH35E - Skillman).pdf
	As-Built Files	IH635 CSJ 2374-01-154 (HIGH MAST ILLUMINATION).pdf
	As-Built Files	IH635 CSJ 2374-02-002 (Centerville - IH30).pdf
	As-Built Files	IH635 CSJ 2374-02-003 (Shiloh - Centerville).pdf
	As-Built Files	IH635 CSJ 2374-02-005 (IH30 - T_PRR).pdf
	As-Built Files	IH635 CSJ 2374-02-098 (Town E Blvd - US80).pdf
	As-Built Files	IH635 CSJ 2374-02-110 (Town E - US80).pdf
	As-Built Files	IH635 CSJ 2374-02-110 Vol 1 Part 1(Town E Blvd - US80).pdf
	As-Built Files	IH635 CSJ 2374-02-110 Vol 1 Part 2(Town E Blvd - US80).pdf
	As-Built Files	IH635 CSJ 2374-02-110 Vol 2(Town E Blvd - US80).pdf
	As-Built Files	IH635 CSJ 2374-02-110 Vol 3(Town E Blvd - US80).pdf
	IH 635 Past Core Borings Information (As-Built)	IH635 geo_files.zip
	As-Built Files	PED BRIDGE at IH 635_Audelia CSJ 0918-45-640.pdf
	As-Built Files	US75 CSJ 2374-01-069 (IH635 Interchange).pdf
Skillman Overcrossing As-Built		
	As-Built Files Index	Skillman INDEX_ASBUILTS.pdf
City of Dallas		
	As-Built Files	16-33w to 17-33w.zip
	As-Built Files	311T-3320.pdf
	As-Built Files	311T-3371.pdf
	As-Built Files	311T-3797.pdf
	As-Built Files	311T-3853.pdf
	As-Built Files	311T-4202.pdf
	As-Built Files	311T-6605_3-6.tif
	As-Built Files	411Q1762_SH047-048.zip
	As-Built Files	411Q1763_SH021-022.zip
	As-Built Files	411Q1763_SH051-053.zip
	As-Built Files	411Q1763_SH127.tif
	As-Built Files	411Q1763_SH150-151.zip
	As-Built Files	411Q1763_SH161-162.zip
	As-Built Files	411Q1763_SH163.tif
	As-Built Files	411Q1763_SH164.tif

	Description	File Name
	As-Built Files	411Q1763_SH165.tif
	As-Built Files	411Q1763_SH172.tif
	As-Built Files	411Q1763_SH183.tif
	As-Built Files	411Q1763_SH185.tif
	As-Built Files	411Q1763_SH187.tif
	As-Built Files	411Q1763_SH196.tif
	As-Built Files	411Q1763_SH198.tif
	As-Built Files	411Q1763_SH200.tif
	As-Built Files	411Q1763_SH232.tif
	As-Built Files	411Q1763_SH243.tif
	As-Built Files	411Q1763_SH245.tif
	As-Built Files	411Q1763_SH252.tif
	As-Built Files	411Q1763_SH257-258.zip
	As-Built Files	411Q1763_SH266.tif
	As-Built Files	411Q1763_SH273.tif
	As-Built Files	411Q1763_SH275-276.zip
	As-Built Files	411Q1763_SH281.tif
	As-Built Files	411Q1763_SH282.tif
	As-Built Files	411Q1763_SH297.tif
	As-Built Files	411Q1763_SH310.tif
	As-Built Files	411Q1763A_SH030-050.zip
	As-Built Files	411Q1763A_SH080.tif
	As-Built Files	411Q1763A_SH089.tif
	As-Built Files	411Q1763A_SH095-96.zip
	As-Built Files	411Q1763A_SH097-98.zip
	As-Built Files	411Q1763A_SH101-103.zip
	As-Built Files	411Q1763A_SH104.tif
	As-Built Files	411Q1763A_SH107.tif
	As-Built Files	411Q1763A_SH109-110.zip
	As-Built Files	411Q1763A_SH115.tif
	As-Built Files	411Q1763A_SH116-119.zip
	As-Built Files	411Q1763A_SH120.tif
	As-Built Files	411Q1763A_SH121A.tif
	As-Built Files	411Q5080_SH023.tif
	As-Built Files	421Q-2530_4-9.tif
	As-Built Files	421Q-3255_5-5.tif
	As-Built Files	421Q-3996.zip
	As-Built Files	685W0141A_SH017(SH017A).zip
	As-Built Files	685W0282D_SH014C.tif
	As-Built Files	685W0282D_SH026.tif
	As-Built Files	685W0437A_SH001-003.zip

	Description	File Name
	As-Built Files	685W0485_SH008-012.zip
	As-Built Files	2011-09-19 Skillman and Audelia Revised Plans.pdf
	As-Built Files	COPPERFIELD HOMES ADDITION.zip
	As-Built Files	FB.zip
	As-Built Files	Sidewalk Group 06-142.pdf
	As-Built Files	SPRINGTREE ADDITION 78227-2925.pdf
	As-Built Files	SPRINGTREE OFFICE PARK 81228-2209.pdf
	As-Built Files	SPRINGTREE VILLAGE SHOPPING CENTER 80191-1479.pdf
	As-Built Files	THE SPRINGTREE APTS 79105-2519.pdf
	As-Built Files	VILLAGIO AT ROYAL LANE 2000166-140.pdf
TxDOT Plans		
	As-Built Files	311Q-258_55-61.zip
	As-Built Files	331Q-132.pdf
	As-Built Files	635 - Skillman Lighting.pdf
	As-Built Files	CSJ 2374-01-006.pdf
	As-Built Files	CSJ 2374-01-111.pdf
	As-Built Files	CSJ 2374-01-112.PDF
	As-Built Files	CSJ 2374-01-122.pdf
	As-Built Files	CSJ 2374-01-153.pdf
Bridge		
	TxDOT Quality Control and Quality Assurance Guide April 2017	TxDOT QC-QA Guide - Procedures for Archiving Bridge Design Notes.pdf
IH 635 and Skillman BRINSAP Reports - CONFIDENTIAL		
	IH 635 and Skillman BRINSAP Reports - CONFIDENTIAL - NOT TO BE DISCLOSED	LBJ East Bridges Brinsap.zip
IH 635 LBJ East 2018 TxDOT Schematic Design Preliminary Bridge Layouts		
	IH 635 LBJ East 2018 TxDOT Schematic Design Preliminary Bridge Layouts	2018 TxDOT Schematic Design Bridge Layouts.zip
IH 635 LBJ East 2018 TxDOT Schematic Design Preliminary Bridge Layouts DGNs		
	IH 635 LBJ East 2018 TxDOT Schematic Design Preliminary Bridge Layouts DGNs	2018 TxDOT Schematic Design Bridge Layouts DGNs.zip
IH 635 LBJ East Bridges Lead Base Paint and Asbestos Testing		
	Asbestos and Lead Base Paint Reports for bridges and culverts testing results summary	IH 635 Existing Bridges ACM and LBP Testing Results July 2018.xlsx
	Asbestos and Lead Base Paint Reports for bridges and culverts	IH 635 LBJ East Bridges LBP and ACM Testing Reports.zip
IH 635 LBJ East Preliminary Bridge Layouts		
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-01.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-02.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-03.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-04.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-05.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-06.pdf

	Description	File Name
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-07.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-07B.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-08.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-09.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-10.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-11.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-12.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-13.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-14.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-15.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-16.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-17.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-18.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-19.pdf
	IH 635 LBJ East Bridge Layout	29875-SCH-OV-20.pdf
IH 635 LBJ East Preliminary Bridge Layouts-DGNs		
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-01.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-02.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-03.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-04.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-05.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-06.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-07.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-07B.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-08.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-09.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-10.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-11.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-12.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-13.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-14.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-15.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-16.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-17.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-18.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-19.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	29875-SCH-OV-20.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	SC-ABUT-T2UD-29875.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	SC-BOARDER.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	SC-BS-29875.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	SC-SEBE-29875.dgn

	Description	File Name
	2017 Approved IH 635 LBJ East PBL - DGN	SC-SHADE-29875.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	SU-XUTIL-29875.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	TR-CLBL-T2UD-29875.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	TR-PAVE1-T2UD-29875.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	TR-PAVE2-T2UD-29875.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	TR-PROF1-T2UD-29875.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	TR-PROF1-T2UD-29875-1 to 1.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	TR-PROF2-T2UD-29875 1 to 1.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	TR-PROF2-T2UD-29875.dgn
	2017 Approved IH 635 LBJ East PBL - DGN	TR-STMH-29875.dgn
IH 635 LBJ East Updated Preliminary Bridge Layouts with Elimination of Depressed Managed Lanes Section		
	IH 635 LBJ East Updated Bridge Layout	Sheet1.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet2.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet3.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet4.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet5.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet6.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet7.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet8.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet9.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet10.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet11.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet12.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet13.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet14.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet15.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet16.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet17.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet18.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet19.pdf
	IH 635 LBJ East Updated Bridge Layout	Sheet20.pdf
IH 635 LBJ East Updated Preliminary Bridge Layouts with Elimination of Depressed Managed Lanes Section - DGNs		
	IH 635 LBJ East Updated Preliminary Bridge Layouts - DGNs	Updated Preliminary Bridge Layouts DGNs May 2018.zip
Skillman Overcrossing		
	Skillman 3D modeling picture	3D Bridge_Segments.pdf
	Skillman 3D modeling picture	3D Skillman Bridge.pdf
	Skillman Bridge Aesthetic Lighting	CROSSRIBS_LOG-120-4foot-RGB-10X10-SI_estimated.ies
	Skillman Bridge Specifications	CSJ 2374-01-171 Governing Specifications.pdf
	Skillman Bridge Specifications	CSJ 2374-01-171 Special Specification Cable Testing.pdf

	Description	File Name
	Skillman Bridge Specifications	CSJ 2374-01-171 Special Specification Cables.pdf
	Skillman Bridge Specifications	CSJ 2374-01-171 Specificaiton Structural Steel and Erection.pdf
	Skillman Bridge Aesthetic Lighting	OUTERARCHES_CABLES_LOG-120-4foot-RGBW-10x60-SI_G1504022-R1.ies
	Skillman Bridge Calculations	Skillman Bridge Design Calculations Portfolio.pdf
Skillman Overcrossing Lead Base Paint and Asbestos Testing		
	Asbestos and Lead Base Paint Report for NBI 18-057-0-2374-01-055	2374-01-171 Skillman Street over IH 635 LBP-ACM Report NBI 18-057-0-2374-01-055.pdf
	Asbestos and Lead Base Paint Report for NBI 18-057-0-2374-01-445	2374-01-171 Utility Bridge over IH 635 at Skillman LBP-ACM Report NBI 18-057-0-2374-01-445.pdf
Cross Sections		
	IH 635 LBJ East LBJ Cross Sections	29875-Cross Sections-July 2017.pdf
	Skillman Overcrossing Cross Sections	CSJ 2374-01-171 Skillman 95 PSE VOL5.pdf
	IH 635 LBJ East TxDOT Schematic Design Cross Sections August 2018	IH 635 LBJ R180727-Cross Sections August 2018.pdf
	IH 635 LBJ East Updated Cross Sections with Elimination of Depressed Managed Lanes Section	R180525-Cross Sections.pdf
IH 635 LBJ East Cross Section DGNs		
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-01.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-02.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-03.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-04.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-05.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-06.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-07.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-08.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-09.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-10.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-11.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-12.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-13.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-14.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-15.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-16.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-17.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-18.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-19.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-20.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-21.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-22.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-23.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-C01.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-C02.dgn

	Description	File Name
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-C03.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-C04.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-C05.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-C06.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-C07.dgn
	2017 Approved LBJ Cross Sections-DGN	29875-SCH-XS-C08.dgn
	2017 Approved LBJ Cross Sections-Geopack	j875oah.jou
	2017 Approved LBJ Cross Sections-DGN	TR-XSPL-29875.dgn
	2017 Approved LBJ Cross Sections-DGN	TR-XSXS-29875.dgn
	2017 Approved LBJ Cross Sections-DGN	TR-XSXS-CS-29875.dgn
IH 635 LBJ East LBJ East Updated Cross Section with Elimination of Depressed Sections - DGNs		
	IH 635 LBJ East Updated Cross Sections - DGNs	IH 635 LBJ East Updated Cross Sections with Eliminations of Depressed Sections May 2018.zip
IH 635 LBJ East TxDOT Schematic Design Cross Sections - DGNs		
	IH 635 LBJ East TxDOT Schematic Design Cross Sections - DGNs August 2018	IH 635 LBJ East Cross Sections DGNs August 2018.zip
Design Reports		
	IH 30 Existing Design Exception for CSJ 0009-11-202 (Reversible HOV lane) - Approval Memo	0009-11-202 11-1 IH30 Movable Barrier SCH APP 07-01-05.pdf
	IH 30 Existing Design Exception for CSJ 0009-11-202 (Reversible HOV lane)	0009-11-202 IH 30 Reversible HOV lane Design Exception 04-14-05.pdf
	IH 635 LBJ Design Waiver Report	CSJ 2374-01-137_etc IH 635 Design Waiver.pdf
	IH 635 LBJ East IAJR	CSJ 2374-0137_etc IH 635 IAJ Report.pdf
	IH 635 LBJ East IAJR Amendment 2018	CSJ 2374-0137_etc IH 635 LBJ East IAJR Amendment 2018.pdf
	IH 635 LBJ Design Exception Report	CSJ 2374-0137_etc IH 635 Request for Design Exception.pdf
	Skillman Level of Service Analysis Tech Memo	Skillman LOS Tech Memo.pdf
Drainage		
IH 635 LBJ East Schematic Drainage		
	City of Dallas - Floodplain Administration Policy Requirements and Guidelines	City of Dallas Floodplain Development Policy Article 5.pdf
	City of Garland - Floodplain Administration Policy Requirements and Guidelines	City of Garland Technical Standards.pdf
	City of Mesquite - Floodplain Administration Policy Requirements and Guidelines	City of Mesquite Drainage Ordinance 2012.pdf
	IH 635 LBJ East Drainage Study Report	CSJ 2374-01-137_etc Drainage Study Report.pdf
	IH 635 LBJ East Drainage Study Report - Addendum	IH 635 LBJ East Drainage Study Report-Addendum LB and DB May 2018.pdf
	IH 635 LBJ East Drainage Study Report - Addendum 2	IH 635 LBJ East Drainage Study Report-Addendum 2 August 2018.pdf
	IH 635 LBJ East Drainage Study Report - Addendum 3	IH 635 LBJ East Drainage Study Report-Addendum 3 January 2019.pdf
	IH 635 LBJ East Drainage Study Report - Addendum 4	IH 635 LBJ East Drainage Study Report-Addendum 4 February 2019.pdf
	Inspection Photo of the Existing LB6 Culvert	Photos LB6 existing culvert at NW Hwy by Atmos.zip

	Description	File Name
FEMA		
	IH 635 LBJ East FIRM	48113C0215K_480171 City of Dallas FIRM.pdf
	IH 635 LBJ East FIRM	48113C0215K_485471 City of Garland FIRM.pdf
	IH 635 LBJ East FIRM	48113C0360L_485471 City of Garland FIRM.pdf
	IH 635 LBJ East FIRM	48113C0360L_485490 City of Mesquite FIRM.pdf
HEC-RAS		
	IH 635 LBJ East HEC-RAS Model	190114-Long Branch.zip
	IH 635 LBJ East HEC-RAS Model	Jackson and Audelia Branch.zip
	IH 635 LBJ East HEC-RAS Model	Revised Dixon Branch Models Dec 2017.zip
	IH 635 LBJ East HEC-RAS Model	Revised Long Branch Models with Elimination of Depressed ML Section May 2018.zip
	IH 635 LBJ East HEC-RAS Model	South Mesquite Creek.zip
IH 635 LBJ East Drainage DGNs		
	IH 635 LBJ East Drainage DGN	29875 CULVERT-01.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-02.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-03.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-04.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-05.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-06.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-06a.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-06b.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-06c.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-06d.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-06e.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-06f.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-07.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-08.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-09.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-10.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-12.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-13.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-14.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-16.dgn
	IH 635 LBJ East Drainage DGN	29875 CULVERT-17.dgn
	IH 635 LBJ East Drainage DGN	29875 DACA-05.dgn
	IH 635 LBJ East Drainage DGN	29875 DACA-06.dgn
	IH 635 LBJ East Drainage DGN	29875 DACA-07.dgn
	IH 635 LBJ East Drainage DGN	29875 DACA-08.dgn
	IH 635 LBJ East Drainage DGN	29875 DACA-09.dgn
	IH 635 LBJ East Drainage DGN	29875 DACA-10.dgn
	IH 635 LBJ East Drainage DGN	29875 DACA-11.dgn
	IH 635 LBJ East Drainage DGN	29875 DACA-13.dgn

	Description	File Name
	IH 635 LBJ East Drainage DGN	29875 DACA-14.dgn
	IH 635 LBJ East Drainage DGN	29875 DACA-19.dgn
	IH 635 LBJ East Drainage DGN	29875 DACA-20.dgn
	IH 635 LBJ East Drainage DGN	29875 DACA-21.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 01.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 02.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 03.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 04.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 05.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 06.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 06a.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 07.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 08.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 09.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 10.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 12.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 14.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 15.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 16.dgn
	IH 635 LBJ East Drainage DGN	29875 DAMS 17.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-01.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-01a.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-02.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-02a.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-03.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-03a.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-04.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-04a.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-05.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-05a.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-06.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-06a.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-06b.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-06c.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-07.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-07a.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-07b.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-08.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-09a.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-10.dgn
	IH 635 LBJ East Drainage DGN	29875 EX CS-10a.dgn

	Description	File Name
	IH 635 LBJ East Drainage DGN	29875 INDEX-01.dgn
	IH 635 LBJ East Drainage DGN	29875 LAYOUT 01.dgn
	IH 635 LBJ East Drainage DGN	29875 LAYOUT 02.dgn
	IH 635 LBJ East Drainage DGN	29875 LAYOUT 03.dgn
	IH 635 LBJ East Drainage DGN	29875 LAYOUT 04.dgn
	IH 635 LBJ East Drainage DGN	29875 LAYOUT 05.dgn
	IH 635 LBJ East Drainage DGN	29875 LAYOUT-SD 01.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-01.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-01a.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-02.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-02a.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-03.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-03a.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-04.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-04a.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-05.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-05a.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-06.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-06a.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-06b.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-06c.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-07.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-08b.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-08c.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-09.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-09a.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-10.dgn
	IH 635 LBJ East Drainage DGN	29875 PR CS-10a.dgn
	IH 635 LBJ East Drainage DGN	29875 PROJECT LOCATION 01.dgn
	IH 635 LBJ East Drainage DGN	29875 STM-01a.dgn
	IH 635 LBJ East Drainage DGN	29875 STM-01b.dgn
	IH 635 LBJ East Drainage DGN	29875 STM-05b.dgn
	IH 635 LBJ East Drainage DGN	29875 STM-05c.dgn
	IH 635 LBJ East Drainage DGN	29875 STM-05f.dgn
	IH 635 LBJ East Drainage DGN	29875 STM-06.dgn
	IH 635 LBJ East Drainage DGN	29875 STM-LB-D-B 01.dgn
	IH 635 LBJ East Drainage DGN	29875 STM-LB-D-B 02.dgn
	IH 635 LBJ East Drainage DGN	29875-EXH A KCS-40.dgn
	IH 635 LBJ East Drainage DGN	dixon_contours.dgn
	IH 635 LBJ East Drainage DGN	floyd_contours.dgn
	IH 635 LBJ East Drainage DGN	jack_contours.dgn

	Description	File Name
	IH 635 LBJ East Drainage DGN	long_contours.dgn
	IH 635 LBJ East Drainage DGN	smc_contours.dgn
	IH 635 LBJ East Drainage DGN	TR-STMV-29875.dgn
IH 635 LBJ East Previous Drainage Studies and FEMA Effective Models		
	IH 635 LBJ East Previous Drainage Studies and FEMA Effective Models	FEMA Effective Models and Previous Studies.zip
IH 635 LBJ East Updated Drainage DGNs May 2018		
	IH 635 LBJ East Updated Drainage DGN	IH 635 LBJ East Updated Drainage DGNs May 2018.zip
IH 635 LBJ East Updated Drainage DGNs August 2018		
	IH 635 LBJ East Updated Drainage DGN	IH 635 LBJ East Updated Drainage DGNs August 2018.zip
IH 635 LBJ East Updated Drainage DGNs January 2019		
	IH 635 LBJ East Updated Drainage DGN for Addendum 3	190118 Addendum 3-Table.pdf
	IH 635 LBJ East Updated Drainage DGN	Updated Drainage DGNs January 2019.zip
IH 635 LBJ East Updated Drainage DGNs February 2019		
	IH 635 LBJ East Updated Drainage DGN for Addendum 4	190219-IH635 Drainage Addendum4.zip
Skillman Overcrossing Drainage		
	Skillman Overcrossing PS&E Drainage Calculations	Drainage Calculations.zip
Existing Topo DGN files		
Existing DTM Files		
IH 635 LBJ East		
	Existing Topo DTM	635LunaPave.log
	Existing Topo DTM	BE_DTM_Segment_1.dgn
	Existing Topo DTM	BE_DTM_Segment_2-1.dgn
	Existing Topo DTM	BE_DTM_Segment_2-2.dgn
	Existing Topo DTM	BE_DTM_Segment_2-3.dgn
	Existing Topo DTM	BE_DTM_Segment_3-1.dgn
	Existing Topo DTM	BE_DTM_Segment_3-2.dgn
	Existing Topo DTM	BE_DTM_Segment_3-3.dgn
	Existing Topo DTM	BE_DTM_Segment_3-4.dgn
	Existing Topo DTM	BE_DTM_Segment_3-5.dgn
	Existing Topo DTM	BE_DTM_Segment_3-6.dgn
	Existing Topo DTM	BE_DTM_Segment_4.dgn
	Existing Topo DTM	BE_DTM_Segment_5-1.dgn
	Existing Topo DTM	BE_DTM_Segment_5-2.dgn
	Existing Topo DTM	BE_DTM_Segment_5-3.dgn
	Existing Topo DTM	BE_DTM_Segment_5-4.dgn
	Existing Topo DTM	BE_DTM_Segment_6-1.dgn
	Existing Topo DTM	BE_DTM_Segment_6-2.dgn
	Existing Topo DTM	BE_DTM_Segment_7-1.dgn
	Existing Topo DTM	BE_DTM_Segment_7-2.dgn

	Description	File Name
	Existing Topo DTM	BE_DTM_Segment_7-3.dgn
	Existing Topo DTM	Bridge_DTM_Segment_1.dgn
	Existing Topo DTM	Bridge_DTM_Segment_2-1.dgn
	Existing Topo DTM	Bridge_DTM_Segment_2-2.dgn
	Existing Topo DTM	Bridge_DTM_Segment_2-3.dgn
	Existing Topo DTM	Bridge_DTM_Segment_3-1.dgn
	Existing Topo DTM	Bridge_DTM_Segment_3-2.dgn
	Existing Topo DTM	Bridge_DTM_Segment_3-3.dgn
	Existing Topo DTM	Bridge_DTM_Segment_3-4.dgn
	Existing Topo DTM	Bridge_DTM_Segment_3-6.dgn
	Existing Topo DTM	Bridge_DTM_Segment_4.dgn
	Existing Topo DTM	Bridge_DTM_Segment_5-1.dgn
	Existing Topo DTM	Bridge_DTM_Segment_5-2.dgn
	Existing Topo DTM	Bridge_DTM_Segment_5-3.dgn
	Existing Topo DTM	Bridge_DTM_Segment_5-4.dgn
	Existing Topo DTM	Bridge_DTM_Segment_6-1.dgn
	Existing Topo DTM	Bridge_DTM_Segment_6-2.dgn
	Existing Topo DTM	Bridge_DTM_Segment_7-1.dgn
	Existing Topo DTM	Bridge_DTM_Segment_7-2.dgn
	Existing Topo DTM	Bridge_DTM_Segment_7-3.dgn
	Existing Topo DTM - Geopack	j1osp.jou
Skillman Overcrossing		
	Existing Topo DTM	2374_01_127-3d.dtm
	Existing Topo DTM	Existing.dtm
Existing TIN Files		
	Skillman Overcrossing Existing TIN File	Existing.tin
	IH 635 LBJ East Existing TIN File	Garland.tin
	IH 635 LBJ East Existing TIN File	I-30.tin
	IH 635 LBJ East Existing TIN File	I-635_1.tin
	IH 635 LBJ East Existing TIN File	I-635_2.tin
	IH 635 LBJ East Existing TIN File	I-635_3.tin
	IH 635 LBJ East Existing TIN File	I-635_4.tin
	IH 635 LBJ East Existing TIN File	LaPrada.tin
	IH 635 LBJ East Existing TIN File	Skillman.tin
	IH 635 LBJ East Existing TIN File	US-75.tin
Existing Topo DGNs		
	Skillman Existing Topo DGN	0412- Contours.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-1-0-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-2-1-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-2-2-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-2-3-29875.dgn

	Description	File Name
	IH 635 LBJ East Topo Contour DGN	SV-CONT-3-1-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-3-2-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-3-3-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-3-4-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-3-5-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-3-6-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-4-0-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-5-1-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-5-2-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-5-3-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-5-4-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-6-1-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-6-2-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-7-1-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-7-2-29875.dgn
	IH 635 LBJ East Topo Contour DGN	SV-CONT-7-3-29875.dgn
	IH 635 LBJ East Topo Contour at Bridge DGN	SV-CONT-BRDG-29875.dgn
	IH 635 LBJ East Topo Contour File Index DGN	SV-CONT-INDEX-29875.dgn
	IH 635 LBJ East Topography DGN	SV-TOPO-29875.dgn
Geotechnical Reports		
	Wincore Files for Borings	Wincore files.zip
IH 635 LBJ East Geotechnical Information		
	IH 635 LBJ East Boring Location Map	29875-BORINGS.pdf
	IH 635 LBJ East Boring Location Map 2018	31105-BORING LOCATIONS.pdf
	IH 635 LBJ East Additional Boring Logs 2018	I-635 LBJ East Final Core Boring Data Report_1 5-25-18.pdf
	IH 635 LBJ East Additional Boring Logs 2018	I-635 LBJ East GEC Final Core Boring Data Report_2 5-25-2018.pdf
	IH 635 LBJ East Boring Logs	IH 635 - Boring Logs.pdf
	IH 635 LBJ East Pavement Core Pictures	IH 635 - Pavement Core Pictures.pdf
	IH 635 LBJ East Pavement Core Sulfate and pH Results	IH 635 - Sulfate and pH Results.pdf
Skillman Overcrossing Geotechnical Information		
	Skillman Overcrossing Geotechnical Report	CSJ 2374-01-171 Skillman Geotech Report.pdf
Maintenance		
	IH-635 LBJ East Capital Maintenance Agreement Limits	CMA Maintenance Limits.pdf
Other Connecting Projects		
2015 CSJ 2374-01-176 IH 635 LBJ East Express Lane		
	2015 IH 635 LBJ East Express Lane Design Exception Report	CSJ 2374-01-176 IH 635 LBJ East Express Lane Design Exception.pdf
	2015 IH 635 LBJ East Express Lane Geotechnical Report	DG-13-14420 IH 635 Sign and Noise Wall (Final).pdf

	Description	File Name
PSE DGNs		
	2015 IH 635 LBJ East Express PS&E DGN	I635ALIGN.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635DRNG.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635EROW.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635ITS.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635LSGN.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635PAVE.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635PMRP.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635PROF.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635RMOV.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635SW3P.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635TOPO.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635TYP.dgn
	2015 IH 635 LBJ East Express PS&E DGN	I635XDRN.dgn
Schematic		
	2015 IH 635 LBJ East Express Lane Schematic	635_Schm01.pdf
	2015 IH 635 LBJ East Express Lane Schematic	635_Schm02.pdf
	2015 IH 635 LBJ East Express Lane Schematic	635_Schm03.pdf
	2015 IH 635 LBJ East Express Lane Schematic	635_Schm04.pdf
	2015 IH 635 LBJ East Express Lane Schematic	635_Schm05.pdf
	2015 IH 635 LBJ East Express Lane Schematic	635_Schm06.pdf
Schematic DGNs		
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635ALIGN.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635DRNG.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635EROW.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635FILL.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635ITS.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635LSGN.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635PAVE.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635PMRE.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635PMRP.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635PROF.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635RMOV.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635SW3P.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635TOPO.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635TYP.dgn
	2015 IH 635 LBJ East Express Lane Schematic DGN	I635XDRN.dgn
2017 CSJ 2374-01-180 IH 635 LBJ East Noise Walls		
	Jackson Branch HEC-RAS Model	2374-01-180_JacksonBranch.zip
	IH 635 Noise Wall Geotechnical Report	CSJ 2374-01-180 IH 635 Noise Wall Geotechnical Report.pdf
	2017 IH 635 LBJ East Noise Walls PS&E	IH 635 CSJ 2374-01-180 (Noisewalls) .pdf

	Description	File Name
PSE DGNs		
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	29875_UPTODATE_2d.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	29875_UPTODATE_3d.dgn
	2017 IH 635 LBJ East Noise Walls Cross Sections DGN	29875-T4 COVER XS-01.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	29875-T4 COVER-01.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	29875-T4 INDEX.dgn
	2017 IH 635 LBJ East Noise Walls Cross Sections DGN	BORDER.cel
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	CE-NOTE-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	FD-UPTODATE-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	FD-UPTODATE-32156A.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	FD-UPTODATE-32156A-3D.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Sheets DGNs	IH 635 LBJ East Noise Wall PSE sheets DGNs.zip
	2017 IH 635 LBJ East Noise Walls Geopack	job0t4.gpk
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	LA-DETL-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	SU-XUTIL-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	SV-TOPO-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-BORE-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-BRD-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-CLBL-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-GRADE-T4-3D-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-GRADE-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-NW-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-PROF-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-REMV-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-SEED-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-STMH-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-STMV-T4-29875.dgn

	Description	File Name
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-SW3P-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-TCON-29875.dgn
	2017 IH 635 LBJ East Noise Walls PS&E Reference DGN	TR-TSEC-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls Cross Sections DGN	TR-XSEW-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls Cross Sections DGN	TR-XSPL-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls Cross Sections DGN	TR-XSSHEET-T4-29875.dgn
	2017 IH 635 LBJ East Noise Walls Cross Sections DGN	TR-XSXS-T4-29875.dgn
Current City of Garland Construction PSE		
	City of Garland PS&E - Part 1	City of Garland Shiloh Road Reconstruction PSE September 2018.pdf
	City of Garland PS&E - Part 2	City of Garland Shiloh Road Reconstruction Temp Traffic Signal June 2018.pdf
Future I-30 East Corridor Reconstruction		
	I-30 East Corridor Preliminary Schematic at I-635 Interchange	Preliminary Schematic for I-30 at I-635 Interchange 01-24-19.pdf
	I-30 East Corridor Preliminary Schematic at I-635 Interchange DGNs	TR-PAVE2-TEC-29875.dgn
LBJ Express		
	As-Built Files	CSJ 2374-01-068_etc Additional As-Builts.zip
	As-Built Files Index	CSJ 2374-01-068_etc IH 635 Managed Lanes Segment 2A and 2B As-built list.pdf
	As-Built Files	CSJ 2374-01-068_etc IH 635 Managed Lanes Segment 2A.zip
	As-Built Files	CSJ 2374-01-068_etc IH 635 Managed Lanes Segment 2B.zip
	As-Built Files Index	CSJ 2374-01-068_etc IH 635 Managed Lanes Segment 3B As-built Index of Documents.pdf
	As-Built Files	CSJ 2374-01-068_etc IH 635 Managed Lanes Segment 3B_1.zip
	As-Built Files	CSJ 2374-01-068_etc IH 635 Managed Lanes Segment 3B_2.zip
	As-Built Files	CSJ 2374-01-068_etc IH 635 Managed Lanes Segment 3B_3.zip
	As-Built Files	IH 635 Managed Lanes Segment 2B to 3 Fiber_Optic_Routing_As_Builds_TxDOT_Duct_highlighted-1.pdf
Railroad Coordinations		
	KCS DGN Files	2019-01-28 KCS RR CADD.zip
	Parcel 70 - DART Garland Transit Center Preliminary Detention Pond Drainage Layout	31105-EXH-DET POND ALT 2.pdf
	IH 635 LBJ East Draft Preliminary Shoofly Track Layout - Kansas City Southern Railroad	31105-KCS SHOOFLY.pdf
	IH 635 LBJ East Draft Exhibit A - Kansas City Southern Railroad	190219 KCS ExA.zip

	Description	File Name
	DART Design Criteria	DART Design Criteria Manual Vol 1.pdf
	DART Open Record Request Procedures for As-Built	DART Public Information Request.pdf
	IH 635 LBJ East Preliminary Exhibit A for Skillman Crossing - DART	DART Skillman Crossing Exhibit A Updated 01-23-19.pdf
	IH 635 LBJ East Preliminary Exhibit A for TI Blvd - DART	DART TI Crossing Exhibit A Insurance updated 01-23-19.pdf
	1998 Executed Skillman Underpass Agreement	DART_TxDOT Agreement for the Skillman Blueline underpass 1998_Redacted.pdf
	DART Parcel 37 Skillman Station Layout - Preliminary	Exhibit Dart Parcel 37-ALT_2018-0615.pdf
	Executed DART Agreement for TI Blvd Crossing	Fully Executed Agreement DART TI Blvd at IH-635 CSJ 2374-01-183.pdf
	KCS Design and Construction Standards	KCS Standards.zip
	DART - Estimated Cost for Bus & Rail Operations 2018	LBJ-SKILLMAN-LBJ-CENTRAL Bus Bridge and Rail Operation Estimates 2018.pdf
	The Kansas City Southern Railway Guidelines for The Design and Construction of Railroad Overpasses and Underpasses	Spec-KCS Ovrps-Undrps Guidelines May08.pdf
	DART Construction Right of Entry Agreement for TI Blvd Line - Draft	TI Crossing Segment DART CROE Agreement updated 01-23-19.pdf
	Traffic Signal Preemption for Railroad at Grade Crossing Instructions	Traffic signal preemption for railroad crossing instructions.pdf
	Traffic Signal Preemption for Railroad at Grade Crossing form	Traffic Signal preemption form.pdf
Final DART Exhibit As		
	TI Blvd Crossing Exhibit A	DART TI Exhibit A Insurance Updated 01-23-19.pdf
	Skillman Underpass Exhibit A	Skillman Underpass Exhibit A Updated 02-25-19.pdf
Final KCS Exhibit As		
	KCS Exhibit As	KCS Exhibit A Updates 02-27-2019.zip
Schematic Files		
	12.3.18 Schematic Update Log	12-3-18 Schematic Update Log.pdf
	2.14.19 Schematic Updates	2-14-19 Schematic Updates.pdf
	CADD Level Libraries	CADD Level Libraries.zip
2014 Approved Skillman Overcrossing at IH 635 KMZ file		
	Skillman Schematic KMZ	Skillman.kmz
2014 Approved Skillman Overcrossing at IH 635 Schematic		
	2014 Approved Skillman Schematic	CSJ 2374-01-171 Skillman Schematic.pdf
2014 Approved Skillman Overcrossing at IH 635 Schematic DGNs		
	2014 Approved Skillman Schematic DGNs	CSJ 2374-01-171 Skillman-Audelia Interchange Schematic DGNs.zip
	2014 Approved Skillman Schematic DGNs Resource Files	Skillman Resource Files for DGNs.zip
2017 NEPA Approved IH 635 LBJ East Schematic		
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-01 revised.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-02 revised.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-03.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-04 revised.pdf

	Description	File Name
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-05.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-06.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-07 revised.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-08 revised.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-09 revised.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-10.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-11.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-12.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-13.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-14.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-15.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-16.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-17.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-18.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-19.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-20.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-21.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-22.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-23.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic	29875-SCH-24.pdf
2017 NEPA Approved IH 635 LBJ East Schematic KMZ File		
	2017 NEPA Approved LBJ East Schematic KMZ	TR-KMZ-T2UD_Updated 10-27-17.kmz
	2017 NEPA Approved LBJ East Schematic Utilities KMZ	TR-KMZ-XUTIL.kmz
2017 NEPA Approved IH 635 LBJ East Schematic Traffic Control Concept		
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-01.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-02.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-03.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-04.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-05.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-06.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-07.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-08.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-09.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-10.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-11.pdf

	Description	File Name
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-12.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-13.pdf
	2017 NEPA Approved IH 635 LBJ East Schematic TCP Concept	29875-TCP-14.pdf
2017 NEPA Approved IH 635 LBJ Schematic DGN Files		
Schematic DGNs		
	2017 NEPA Approved LBJ Schematic - DGN	2017-12-07 Resource Files.zip
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-01.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-02.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-03.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-04.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-05.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-06.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-07.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-08.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-09.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-10.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-11.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-12.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-13.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-14.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-15.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-16.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-17.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-18.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-19.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-20.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875-SCH-21.dgn
	2017 NEPA Approved LBJ Schematic - DGN	BASE_AG_October 2014.dgn
	2017 NEPA Approved LBJ Schematic - DGN	I-635 East_Draft Sign Schematic comment from District_12-1-2016.dgn
	2017 NEPA Approved LBJ Schematic - DGN	I635_Line Diagram Toll_Managed.dgn
	2017 NEPA Approved LBJ Schematic - DGN Index	IH 635_DGN Index.pdf
	2017 NEPA Approved LBJ Schematic - Geopack	job875.gpk
	2017 NEPA Approved LBJ Schematic - DGN	SU-XUTIL-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-AERL-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-CLBL-T2UD-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-FPAV-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-MREF-SIGNS-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-MREF-T2UD-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-NW-ULT-29875.dgn

	Description	File Name
	2017 NEPA Approved LBJ Schematic - DGN	TR-PAVE1-T2UD-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-PAVE2-T2UD-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-PROF1-T2UD-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-PROF2-T2UD-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-ROW-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-ROW-EX-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-ROW-PROP-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-SHP1-PAVE-T2UD-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-SHP2-PAVE-T2UD-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-STMH-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-STMV-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-STNM-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	TR-TSEC-29875.dgn
	2017 NEPA Approved LBJ Schematic - DGN	WR-FPLN-29875.dgn
Surveying		
	2017 NEPA Approved LBJ Schematic - DGN	29875_UPTODATE_2d.dgn
	2017 NEPA Approved LBJ Schematic - DGN	29875_UPTODATE_3d.dgn
	2017 NEPA Approved LBJ Schematic - DGN	FD-170222DP-29875-2D.dgn
	2017 NEPA Approved LBJ Schematic - DGN	FD-170222DP-29875-3D.dgn
	2017 NEPA Approved LBJ Schematic - DGN	FD-170317KE-29875-2D.dgn
	2017 NEPA Approved LBJ Schematic - DGN	FD-170317KE-29875-GRID-2D.dgn
	2017 NEPA Approved LBJ Schematic - Geopack	jobsvy.gpk
IH 635 2018 Approved LBJ East Schematic with Elimination of Depressed ML Section		
	IH 635 LBJ East 2018 Approved Schematic with Elimination of Depressed ML	IH 635 Revised Scheamtic Roll 1-24.zip
IH 635 2018 Approved LBJ East Schematic with Elimination of Depressed ML Section - DNGs		
	IH 635 LBJ East 2018 Approved Schematic with Elimination of Depressed Section DGNs	IH 635 LBJ East Updated Schemtic DGNs May 2018.zip
	IH 635 LBJ East 2018 Approved Schematic with Elimination of Depressed Section Geopack	job875.gpk
IH 635 2018 Approved LBJ East Schematic with Elimination of Depressed ML Section KMZ File		
	IH 635 LBJ East 2018 Approved Schematic with Elimination of Depressed Managed Lane	TR-ULT KMZ-2018-05-25.kmz
Skillman Overcrossing at IH 635 95 PSE		
	City of Dallas Pedestrian Lighting Specification for sidewalk	8-12-17PoulsenLED pole assembly pedestrian lighting.pdf
	Skillman 95% PS&E	CSJ 2374-01-171 Skillman 95 PSE VOL1.pdf
	Skillman 95% PS&E	CSJ 2374-01-171 Skillman 95 PSE VOL2.pdf
	Skillman 95% PS&E	CSJ 2374-01-171 Skillman 95 PSE VOL3.pdf
	Skillman 95% PS&E	CSJ 2374-01-171 Skillman 95 PSE VOL4.pdf
	Skillman 95% PS&E	CSJ 2374-01-171 Skillman 95 PSE VOL5.pdf
	Skillman Overcrossing Drill Shaft Walls Design Parameters	CSJ 2374-01-171 Skillman Preliminary Design Parameters of Drilled shaft walls.pdf

	Description	File Name
Skillman Overcrossing at IH 635 DGNs		
	PS&E DGN	Electronic Design Files.zip
	Geopack and Corridor Modeling	Skillman Corridor Modeling.zip
	PS&E DGN Index	skillman design file index.xlsx
	Skillman Survey	Skillman Survey.zip
TxDOT Schematic Design		
	TxDOT Schematic Design	TxDOT Schematic Design 3.zip
TxDOT Schematic Design DGNs		
	TxDOT Schematic Design Geopak	Geopak.zip
	Log of TxDOT Schematic Updates 1/11/19	LBJ East Schematic Updates - 20190111.pdf
	Log of TxDOT Schematic Sign Updates 1/11/19	LBJ East Signing Updates - 20190111.pdf
	TxDOT Schematic Design DGNs Resource Files	Resource Files for DGNs.zip
	TxDOT Schematic Design DGNs	TxDOT Schematic Design 3 DGNs.zip
Survey Control Points		
	IH 635 LBJ East Survey Project Control	IH 635 LBJ East Survey Control.zip
	Skillman Survey Control Points	Skillman Survey Control Points.zip
Toll		
	ETCS Locations	31105-ETCS Location.pdf
	Preliminary Toll Zone/Gantry Layout	31105-EXH-TOLL GANTRY_190111.pdf
	Preliminary Toll Gantry Typical Section	33105-EXH-TOLL TYP one-lane ML 10-22-18.pdf
Traffic Data		
	2014 existing 24-hour counts on cross streets for IH 635 schematic	24 HR Counts.zip
	2012 IH 635 Main lanes and Ramp count by TPP	2012 TPP IH 635 ML and ramp counts.pdf
	TPP Approved IH 635 LBJ East Traffic Projections with HOV lanes	2374-01-137 2374-01-183 2374-02-053 1-10 IH635 TPP Traffic Data 10-12-16.pdf
	2013 TPP Approved Traffic Projection Line Diagram	2374-01-171 Skillman St TPP Rvsd Traffic Data 02-22-13.pdf
	2014 TPP Approved Traffic Analysis Data	2374-01-171 Skillman St TPP Traffic Data 11-14-14.pdf
	HCS Freeway Facility Module	HCS7.zip
	TPP I-30 and I-635 ESALs 2018	I-30_I-635 ESAL Update June 2018.pdf
	2016 IH 30/IH 635 Interchange Traffic Counts	IH 30 Interchange Traffic Counts.zip
	District Approved IH 635 LBJ East Traffic Projections with Managed Lanes	IH 635 Disrict approved Traffic Projections for Build (ML) Conditions 11232016.pdf
	Location Map for 24-hour count on cross streets and turning movements counts at intersection	IH 635 Traffic Counts Locaiton Map.pdf
	Synchro Models for Intersections	Synchro.zip
	2014 existing turning movements Count at intersection for IH 635 schematic	Turning Movements Count at intersections.zip
Traffic Signals, Signing, Striping, ITS		
	Dallas District SOP 126-11 - Striping for Controlled and Non-controlled Access Roadways	126-11StripingCtrlandNonCtrlRoadways.pdf
	Signing and Signal Layout Details	Dallas District's Signing and Signal Layout Details.pdf
	Draft Signals Force Account Exhibits	DraftSignalsForceAccountExhibits_20190221.pdf

	Description	File Name
Environmental		
2003 Original Environmental Assessment		
	2003 Approved Environmental Assessment	2374-01-127 2374-02-053 1-4 IH635 (LBJ East) Approved EA and FONSI 01-30-2003.pdf
2015 Skillman Categorical Exclusion		
	2015 Skillman Biological Evaluation Form	2374-01-171 I-635 Skillman BioEvalForm 2-4-15.pdf
	2015 Skillman Hazardous Material Initial Site Assessment (ISA) Report	2374-01-171 IH 635 at skillman-audelia interchange_hazmat ISA.pdf
	2015 Skillman Approved Categorical Exclusion Determination Form	2374-01-171 Skillman CE certification form.pdf
	2015 Skillman Environmental Permits, Issues and Commitments (EPIC)	2374-01-171 Skillman EPIC.pdf
	2015 Skillman Categorical Exclusion Final Report	2374-01-171 Skillman Final CE Document.pdf
	2013 Skillman Public Involvement	2374-01-171 Skillman Urban Planning Initiative Study Public Input Section.pdf
	IH 635 at Skillman/Audelia Interchange Traffic Noise Workshop Summary & Analysis	2374-01-171 Skillman-Audelia_Noise Workshop Summary Final 05-30-18.pdf
2017 Approved Environmental Re-evaluation		
	2017 Approved Documented Re-evaluation Checklist	1 - 2374-01-137 IH 635 Documented Reevaulation Checklist 04-24-17.pdf
	2017 Affected Environmental Summary Table	1a - 2374-01-137 IH 635 V. Affected Environment Summary Table.pdf
	2017 Traffic Noise Impact Assessment	2 - 2374-01-137 IH 635 Traffic Noise Impact Assessment 03-01-2017.pdf
	2017 Archeological Background Study Report	3 - 2374-01-137 IH 635 Archeological Background Study 11-09-2016.pdf
	2017 Historical Studied Survey Report	4 - 2374-01-137 IH 635 Histroical Studied Survey 02-10-2017.pdf
	2017 Quantitative Mobile Source Air Toxics Analysis Technical Report	5 - 2374-01-137 IH 635 MSAT Analysis 12-01-2016.pdf
	2017 Carbon Monoxide (CO) Traffic Air Quality (TAQA0 Technical Report	6 - 2374-01-137 IH 635 CO TAQA 01-04-2017.pdf
	2017 Water Resources Technical Report	7 - 2374-01-137 Water Resources 12-15-2016.pdf
	2017 Biological Evaluation Form	8 - 2374-01-137 IH 635 Bio Eval Form 12-01-2016.pdf
	2017 Hazardous Material Initial Site Assessment (ISA) Report	9 - 2374-01-137 IH 635 HazMat ISA 01-18-2017.pdf
	2017 Community Impacts Assessment Technical Report Form	10 - 2374-01-137 IH 635 CIA 01-05-2017.pdf
	2017 Indirect and Cumulative Impacts Analysis	11 - 2374-01-137 ICI Analysis 01-06-2017.pdf
	2017 Environmental Permits, Issues and Commitments (EPIC)	12 - 2374-01-137 IH 635 EPIC sheet 12-06-2017.pdf
	2017 Documentation of Public Meeting	13 - 2374-01-137 IH 635 PM Documentation 08-09-2016.pdf
	2017 Documentation of Public Hearing	14 - 2374-01-137 IH 635 PH Documentation 03-01-2017.pdf
	IH 635 LBJ East Transportation Conformity Report	2017-02-23 09_03_48_Final Signed CRF.pdf
	IH 635 LBJ East Project High Risk Hazmat Sites	2374-01-137 IH 635 East_Hazmat Issues sites.pdf
	IH 635 TxDOT Archeological Background Study	2374-01-137 TxDOT Background Study Docs 28-Nov 2016.pdf

	Description	File Name
	IH 635 LBJ East Overall Corridor Noise Wall Exhibit	IH 635 LBJ East DB Project Overall Corridor Noise Wall Exhibit.pdf
	IH 635 LBJ East Hazmat LPST Impact Assessment Report	IH 635 LBJ East Hazmat LPST Impact Assessment Report FINAL.pdf
	IH 635 LBJ East Traffic Noise Workshop Summary & Analysis	IH 635 LBJ East Traffic Noise Workshop Summary and Analysis.pdf
	Re-evaluation of IH 635 LBJ East Traffic Noise Impact Assessment for Elimination of Depressed Manage Lane	IH 635 Traffic Noise Analysis Re-evaluation May 2018.pdf
	Wetland and Stream Delineation GIS files and Delineated Data	IH 635_Wetland.zip
General		
Minute Orders		
	RFQ Minute Order	LBJEast_MO_115220_RFQ_20180524.pdf
	RFP Minute Order	LBJEast_MO_115259_RFP_20180726.pdf
Right of Way		
Parcel Exhibits and Legal Descriptions		
	Additional Parcel Descriptions (In Possession)	Additional Property Descriptions in Possession.zip
	Additional Parcel Descriptions (In Possession)	Additional Property Descriptions in Possession1.zip
	Additional Parcel Descriptions (In Possession)	Additional Property Descriptions in Possession2.zip
	Additional Parcel Descriptions (In Possession)	Additional Property Descriptions in Possession3.zip
	Additional Parcel Descriptions (In Possession)	Additional Property Descriptions in Possession4.zip
	Additional Parcel Descriptions (In Possession)	Additional Property Descriptions in Possession5.zip
	Additional Parcel Descriptions (In Possession)	Additional Property Descriptions in Possession6.zip
	Parcel Descriptions (In Possession)	Parcel 55_2374-01-116 Parcel Description replacing parcel 84E 2374-02-053.pdf
	Parcel Descriptions (In Possession)	Property Descriptions in Possession.zip
Parcel List and Status		
	Relocation Status Sheet	LBJ East Relocation Status 053019.pdf
	ROW Acquisition and Relocation Status Sheet	LBJ East ROW May Status 05-31-19.pdf
ROW Map		
	ROW Map	ROW Map for IH 635 at Skillman-Audelia Interchange.pdf
	LBJ East ROW Map	ROW_MAP_SET_2374-01-151.pdf
	LBJ East ROW Map	ROW_MAP_SET_2374-01-189.pdf
	LBJ East ROW Map	ROW_MAP_SET_2374-02-115 04-10-19 Replacing sheet 30 and 31.pdf
Signed and Sealed Engineering Data		
	Skillman Boring Logs	CSJ 2374-01-171 Skillman Boring Logs.pdf
	IH 635 LBJ East Additional Boring Logs 2018	I-635 LBJ East Final Core Boring Data Report_1 5-25-18.pdf
	IH 635 LBJ East Additional Boring Logs 2018	I-635 LBJ East GEC Final Core Boring Data Report_2 5-25-2018.pdf
	IH 635 LBJ East Boring Logs	IH 635 - Boring Logs.pdf

	Description	File Name
Surveying		
Aerial Photography		
	IH 30 East Corridor Aerial Photos for DGNs	IH 30 East Corridor Aerial Photos for DGNs.zip
	IH 635 LBJ East Aerial Photos for DGNs	IH 635 LBJ East Aerial Photos for DGNs.zip
	Skillman Aerial Photos for DGNs	Skillman Aerial.zip
Project Survey Data		
	IH 635 and Skillman Combined LiDAR Data	IH 635 and Skillman Deliverables.zip
	IH 635 and Skillman Combined LiDAR Data	IH 635 and Skillman Deliverables_Mapping.zip
IH 635 and Skillman Deliverables_LiDAR		
	Raw LiDAR Data	IH-635_LiDAR_Layout_&_Limit.dgn
Clipped_LAS		
	Raw LiDAR Data - 215 files	001.las through 215.las
IH 635 LBJ East LiDAR		
	Raw LiDAR Data	IH-635_LiDAR_Layout_&_Limit.dgn
Clipped_LAS		
	Raw LiDAR Data - 215 files	001.las through 215.las
Utilities		
	Oncor Driveway Access Near LaPrada	31105-EXH-ONCOR DRWY.pdf
	IH 635 LBJ East Preliminary Utilities Conflict Analysis	CSJ 2374-01-137 Ph 2 Conflict Analysis IH 635.pdf
	Skillman Level A SUE.zip	CSJ 2374-01-171 Skillman Level A SUE.zip
	Skillman SUE plan	CSJ 2374-01-171 Skillman Level B-D SUE Plan.pdf
	IH 635 LBJ East Preliminary Utilities Conflict Analysis	CSJ 2374-01-183 Ph 1 Conflict Analysis IH 635.pdf
	IH 635 LBJ East Preliminary Utilities Conflict Analysis	CSJ 2374-02-053 Ph 3 Conflict Analysis IH 635.pdf
	IH 635 LBJ East Preliminary Utilities Conflict Analysis	CSJ 2374-02-053 Ph 4 Conflict Analysis IH 635.pdf
	IH 635 LBJ East Preliminary Utilities Conflict Analysis	CSJ 2374-02-053 Ph 5 Conflict Analysis IH 635.pdf
	Atmos Energy Gas Line Relocation	DAL_U15111_EXCEP signed Atmos gas relocation.pdf
	Dallas Water Utilities Conflict Summary	DWU Conflict Summary.pdf
	I-635 LBJ East Supplemental SUE Plan	IH 635 LBJ East Supplemental SUE June 2018.pdf
	IH 635 LBJ East SUE Plan Log	IH 635 SUE Plans Update_030119.xlsx
	IH635 SUE KMZ File	IH 635 SUE SU-XUTIL-29875C.kmz
	Utilities Conflict Analysis Phase 4 and Phase 5 limit map	IH 635-Utilities Conflict Analysis Map for Phase 4 and Phase 5.pdf
	Utilities Conflict Analysis Station Limits	Utilties Conflict Analysis phases station limits.pdf
IH 635 LBJ East Utilities DGN Files		
	I-635 LBJ East Supplemental Utilities DGN	635_EUTL.DGN
	IH 635 LBJ East Utilities DGN at I-30 Interchange	I-30 Utilities at I-635.dgn
	IH 635 LBJ East Utilities DGN	IH 635 LBJ East Utilities - March DGNs.zip
	IH 635 LBJ East Utilities DGN	SU-XUTIL-30-31426.dgn
	IH 635 LBJ East Utilities DGN	TR-CLBL-T1-29875.dgn

	Description	File Name
Level A SUE		
	Skillman Level A SUE	2017-08-25 SKILLMAN - 635 FINAL.pdf
	IH 635 LBJ East Level A SUE	IH 635 LBJ East Level A Pot Holes.pdf
	IH 635 Level A SUE for 20-inch gas line	Level A pot hole-20 in gas line near LaPrada.pdf
	20" Atmos Gas Line at Northwest Hwy Test Hole	TH-01-030210_362.pdf
Transmission Line Relocation Final Plans		
	Brazos Electric Power Transmission Line Relocation Plans	20180927 Plan and Profile TxDOT P_P.pdf
	Brazos Preliminary I30 Design Near Gus Thomasson	Brazos - Preliminary I30 Crossing Exhibit.pdf
	Oncor Preliminary I635 & I30 Design Near I635&I30 Interchange	Oncor - Preliminary I635 and I30 Crossing Exhibit.pdf
	Oncor Transmission Line Relocation Final Plans	Oncor Transmission Line Relocation Final Plans.zip
	Oncor Transmission Line Relocation Final Plans	Revised Transmission Line Relocation Plan-Forest Lane.pdf
	Texas Municipal Power Agency Transmission Line Relocation Final Plans	Texas Municipal Power Agency Transmission Line McCree-Centerville 345kv-138kv line.pdf
	Transmission Line Relocation Agreements	Transmission Line Relocation Agreements.zip
	Transmission Line Relocation Agreements	Transmission Line Relocation Agreements1.zip
	Transmission Line Relocation Status	Transmission Line Relocation Status May 2019.pdf
Transmission Line Relocation Final Plans DGNs		
	Brazos Electric Power Transmission Line Relocation Plans	20180927 Plan and Profile.dgn
	Texas Municipal Power Agency Transmission Line Relocation Final Plans	Garland_Layout_91818.dxf
	Oncor Transmission Line Relocation Final Plans	Oncor Transmission Line Relocation Plans DGNs.zip
	Oncor Transmission Line Relocation Plans at Skillman	Skillman Transmission Line Relocation Plan.zip
Utility Strip Map		
	Skillman Level A SUE	2017-08-25 SKILLMAN - 635 FINAL.pdf
	As-Built Files	As-Built Records.zip
	AT&T As-Built Files	ATT.zip
	AT&T Fiber Line at Pegasus Drive	ATT_FiberLine-PegasusDrive.pdf
	As-Built Files	City of Garland Utilities As-built.zip
	As-Built Files	City of Mesquite.zip
	Skillman SUE Plan	CSJ 2374-01-171 Skillman Final SUE Plan.pdf
	As-Built Files	Fiberlight as-builts.pdf
	As-Built Files	Garland Power and Light as-built.zip
	As-Built Files	I-30 SUE As-Built.zip
	IH-635/IH 30 Interchange SUE Plan	IH 30 SUE at 635.pdf
	IH 635 LBJ East SUE plan	IH 635 Final SUE Plan_022719.pdf
	IH 635 LBJ East Level A SUE	IH 635 LBJ East Level A Pot Holes.pdf
	IH 635 LBJ East Supplemental SUE Plan	IH 635 LBJ East Supplemental SUE June 2018.pdf
	Atmos Gas Line Relocation Plan	IH-635 Line D_170619.pdf
	As-Built Files	IH-635 Utility Relocations 2009.pdf
	IH 635 Level A SUE for 20-inch gas line	Level A pot hole-20 in gas line near LaPrada.pdf

	Description	File Name
	As-Built Files	Long Branch Wastewater Main 1962.pdf
	Noise Wall - Atmos Gas Plans	NoiseWallAtmosGas.pdf
	Noise Wall - Atmos Gas Plans Pot Hole Information	NoiseWallAtmosPotholeInfo.pdf
	Noise Wall - Oncor Relocation Plans	NoiseWallOncorDistribution.pdf
	Noise Wall - NTMWD Plans	NWProject_NTMWDRelocationPlans.pdf
	Noise Wall - Oncor Relocation Plans, U15148	NWProject_OncorRelocationPlans.pdf
	Noise Wall - Spectrum Plans	NWProject_SpectrumPlans.pdf
	Noise Wall - Spectrum Plans Near Forest	NWProject_SpectrumReloPlan_at_Forest_1.pdf
	Oncor Utilities Facility Map I-30	Oncor - I30 AsBuilts.pdf
	Oncor Utilities Facility Map	Oncor IH635 Facility Maps-200scale.pdf
	Notice of Proposed Spectrum Line at 1910 Eastgate Dr	Spectrum_1910 Eastgate Dr.pdf

APPENDIX 2 TO EXHIBIT 3

Portions of Reference Information Documents Incorporated in the Contract Documents for Purposes of DB Contractor Relief

- The documents under the folder titled "Utility Strip Map" in the RIDs to the extent set forth in Section 4.5.1 of the General Conditions and Section 4.6.9.2 of the General Conditions.

- The documents under the folders titled "I-635 LBJ East Geotechnical Information" and "Skillman Overcrossing Geotechnical Information" in the RIDs to the extent set forth in Section 4.6.9.1 of the General Conditions.

- The documents under the folder titled "Transmission Lines Relocation Final Plans" in the RIDs to the extent set forth in Section 2.1.3.2 of the DBA.

- The documents under the folder titled "Level A SUE" for the purpose of subsection (d) of the definition of TxDOT-Directed Change.

- The documents under the folder titled "Signed and Sealed Engineering Data" shall constitute the Signed and Sealed Engineering Data.

- The documents under the folders titled "Final KCS Exhibit As" and "Final DART Exhibit As" in the RIDs to the extent set forth in Section 6.2.1 of the DBA.

EXHIBIT 4

CMA AMENDMENTS

As set forth in Section 2.1.4 of the DBA, DB Contractor shall be obligated to perform the Maintenance Services and all other obligations set forth in the Capital Maintenance Agreement. Consequently, the General Conditions are amended as follows: (i) underlined text is hereby added to the General Conditions and (ii) stricken text is hereby deleted therefrom.

1. A new Section 4.6.5.6 is added to the General Conditions as follows:

   4.6.5.6 **Change Order Affecting Capital Maintenance Agreement**

   Each Change Order shall be signed by DB Contractor in its capacity as both the DB Contractor under the DBC and the DB Contractor under the CMA. Each Change Order shall state whether a change order will also be required under the CMA as a result of the change in the Work, and the reasons for such change order. If DB Contractor fails to notify TxDOT that a change order will be required under the CMA as required by this Section 4.6.5.6, such failure shall constitute DB Contractor's waiver of any right to seek such a change order.

2. Section 7.6.1.1 of the General Conditions is revised as follows:

   7.6.1.1 DB Contractor shall be responsible for maintenance of the Work and the Site in accordance with Item 27 of the Design-Build Specifications. Upon Final Acceptance, TxDOT shall assume the maintenance obligations for the Project; provided, however, that if TxDOT issues Maintenance NTP1 under the CMA, DB Contractor shall be responsible for the Maintenance Services pursuant to the terms of the CMA Documents. DB Contractor shall be relieved from responsibility for maintenance of all other portions of the Project except that DB Contractor shall be responsible for (a) maintenance of improvements owned by third parties until control of and maintenance responsibility for such improvements has been formally transferred to the third parties; (b) maintenance of mitigation sites in accordance with the Environmental Compliance and Mitigation Plan required by Item 27.6.8 of the Design-Build Specifications and any other extended maintenance responsibilities set forth in the Design-Build Specifications; and (c) maintenance within any work zones that DB Contractor implements during the performance of corrective Work in accordance with the Warranty under Section 3.8. This Section 7.6.1.1 shall not apply to, or limit, DB Contractor's obligations under the CMA Documents.

3. A new Subsection 8.7.1.1(q) is added to the General Conditions as follows:

   (q) An Event of Default under the CMA Documents.

4. A new Subsection 8.7.1.2(e) is added to the General Conditions as follows:

   (e) Respecting a DB Contractor Default under clause (q) of Section 8.7.1.1, any cure period permitted under the terms of the CMA Documents.

5. A new Section 9.4.3 is added to the General Conditions as follows:

9.4.3 **Withholding for Maintenance Security**

TxDOT shall retain from the Final Payment, and if it reasonably appears there will be insufficient funds at Final Payment, from progress payments, an amount equal to the initial amount of the Maintenance Performance Bond required pursuant Section 7.4.2 of the CMA as calculated on the Substantial Completion date (the "**Retained Security Amount**") as security for the provision of the Maintenance Security required under Section 7 of the CMA. DB Contractor shall have the option at any time to deliver an irrevocable letter of credit equal to the Retained Security Amount in lieu of the retained sums in a form and on terms acceptable to TxDOT in its discretion. TxDOT shall release the Retained Security Amount or letter of credit, as applicable, to DB Contractor upon (a) the provision of the Maintenance Security required under Section 7 of the CMA within 60 days after TxDOT's issuance of Maintenance NTP1, or (b) the election of TxDOT not to issue Maintenance NTP1 within 180 days after Final Acceptance. In the event TxDOT does not receive the Maintenance Security required under Section 7 of the CMA by the deadline set forth therein, DB Contractor shall forfeit as liquidated damages and not as a penalty such sums, or if a letter of credit is provided in lieu of retained amounts, TxDOT shall have the right to draw on the letter of credit.

EXHIBIT 5

JOB TRAINING PLAN

Pegasus Link Constructors

Job Training Plan

Rev	Date	Prepared By	Approved By	Description
0	06/14/2019	Adrienne Williams	Jason Estes	Draft Submittal
1	07/09/2019	Stacy Davis	Jason Estes	Incorporated TxDOT Comments

1.0 Job Training & Opportunity Plan Overview

Pegasus Link Constructors (PLC) embraces the commitment to achieving Texas Department of Transportation's (TxDOT) On the Job Training (OJT) goals for the Project; where each trainee must complete a minimum amount of OJT hours exclusively on the Project in the same trade or work classification. We value learning as an essential part of everyone's success and are committed to make training, coaching, mentoring and advancement through our OJT Program part of our project culture.

PLC is an equal opportunity contractor that recognizes the value of a diverse workforce. All qualified individuals will receive consideration for the program without regard to race, color, age, sex, sexual orientation, gender identity, religion, national origin, disability, veteran status, genetic information, or any other criteria protected by federal, state or local law.

2.0 Commitment

PLC is committed to providing an On the Job Training Program (OJT) designed to meet the goals set forth for this project. PLC anticipates meeting the OJT Goal through an organized outreach, solicitation, and through working with our subcontractors. PLC's OJT plan is in full compliance with FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts and Exhibit 9 to Attachment 3-1 of the General Conditions.

3.0 Program Goals

The OJT program trainee goal for this project is 50 trainees. PLC's Program is designed to ensure that the trainee consistently receives the level and quality of training necessary to perform as a journey worker in his/her respective skilled trade classification. Reference the attached Federal On-The-Job Training Program Enrollment Form 2201.

4.0 Subcontractor Participation

The DBA OJT Special Provisions and associated requirements are included within each construction subcontract agreement. PLC with work with subcontractors and provide support in identifying participants, trainee enrollment, tracking progress and coordinating efforts. The number of trainees assigned to each subcontractor will be dependent on the subcontractor's overall financial contract value and scope of work.

5.0 Recruiting

PLC will actively recruit within the existing workforce and provide opportunities for OJT enrollment as a part of the overall hiring process. Potential candidates will be identified for enrollment after any required probationary or monitoring periods have expired. Additionally,

outreach efforts will include advertisements to recruit workers to the industry as well as coordination and utilization of established recruiting sources who host events. Potential sources include.

- TxDOT/Texas Construction Career Academy (TCCA)
- Workforce Solutions Greater Dallas
- Construction Education Foundation (CEF)
- Associated General Contractors of Texas (AGC)
- Regional Hispanic Contractors Association (RHCA)
- Regional Black Contractors Association (RBCA)
- Asian American Contractors Association of Texas (AACATX)

6.0 Administration and Reporting

The OJT Program will be managed by an OJT Program Administrator who will work as the liaison between the trainees, PLC supervision and management, and TxDOT's Civil Rights Division. The administrator will enter the data into TxDOT's Diversity Management System (DMS);

- PLC will submit all proposed apprentices and trainees to DMS for approval and registration prior to the start of any training.

- PLC will complete the required Federal OJT Monthly Reporting Form for the program on a monthly basis. These Forms will be submitted to the District Representative and to the DMS.

EXHIBIT 6

DBE PERFORMANCE PLAN

Pegasus Link Constructors

DBE Performance Plan & Subcontracting Plan

Rev	Date	Prepared By	Approved By	Description
0	06/14/2019	Adrienne Williams	Jason Estes	Draft Submittal
1	07/09/2019	Matthew Pierce	Jason Estes	Incorporated TxDOT Comments
2	07/17/2019	Matthew Pierce	Jason Estes	Incorporated TxDOT Comments

1.0 Policy

It is the policy of Pegasus Link Constructors (PLC) that DBEs, as defined in 49 CFR Part 26, Subpart A, and TxDOT's DBE Program, will have the opportunity to participate in this Design-Build Contract for the I-635 LBJ East Project (Project) as follows:

- **PLC will afford DBEs equal opportunity to participate in its procurement activities by taking all necessary and affirmative steps. PLC will ensure nondiscrimination in the award and administration of contracts by working to remove barriers to DBE participation and creating a level playing field on which DBEs can fairly compete. PLC will effectively promote the use of DBEs in an effort to facilitate DBE participation, assist in the development of DBE firms and meet the Project's DBE participation goal.**
- **In accordance with 49 CFR Part 26.13, PLC, its contractors, sub recipients or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this project. PLC shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this project.**

2.0 Commitment

Pegasus Link Constructors is committed to integrating meaningful DBE participation into our team for this Project through outreach, technical assistance/supportive services, compliance monitoring and reporting. As needed, technical assistance/supportive services may include such efforts as facilitating networking events, organizing technical workshops, business coaching with regard to reporting requirements (e.g. payroll and trucking), mentoring to improve safety programs and maintaining an open-door policy to address specific challenges.

This commitment is made in support of the Project goal as stated in Section 2.6 – DBE goals of the DBA:

The overall Project DBE participation goal is 8% which includes design and construction. PLC commits to:

1) Submitting Commitment forms for each DBE in time to obtain approval prior to such firms performing work on the Project.
2) Coordinating with TxDOT to establish a subcontractor approval process that is beneficial to both parties.

PLC is committed to implementing the Project DBE Performance Plan (DBE Plan) in accordance with federal guideline 49 CFR Part 26 and the Department's DBE Program including obligations established in DBE Special Provision, Attachment 3.2 of the General Conditions.

3.0 Potential Areas of Consulting and Contracting Opportunities with Procurement Timeline

Asphalt Paving	Q4-2019	Misc. Concrete Work	Q2-2020
Bridge Deck Sealing	Q2-2020	Misc. Concrete Materials	Q1-2020
Bridge Fencing	Q1-2020	Painting	Q2-2020
Bridge Grinding	Q2-2020	Pavement Markings	Q4-2019
Concrete Sidewalk/Pavers	Q2-2020	Permanent Attenuators	Q4-2019
Concrete Stamped	Q2-2020	Reinforced Concrete Pipe	Q1-2020
Concrete Pumping	Q1-2020	Reinforcing Steel	Q1-2020
Construction Supplies	Q1-2020	Safety & Training	Q1-2020
Crash Cushions	Q4-2019	Saw & Seal Pavements	Q1-2020
Demolition	Q4-2019	Security Services	Q3-2019
Design Support	Q3-2019	Seeding & Sodding	Q2-2020
Design Survey Support	Q3-2019	Slip form Barrier Rail	Q2-2020
Erosion Control	Q3-2019	Structural Field Welding	Q1-2020
Geotechnical Drilling	Q3-2019	SUE Survey / Pothole	Q3-2019
Guard Rail	Q4-2019	Sweeping	Q3-2019
Inspection	Q1-2020	Traffic Barrier	Q3-2019
Jack & Bore Pipes	Q4-2019	Traffic Control Supply	Q3-2019
Landscaping	Q3-2019	Traffic Striping	Q3-2019
Maintenance	Q4-2019	Trucking	Q3-2019
Metal Railing	Q1-2020	Utility Design	Q3-2019
Milling	Q4-2019	Utility Relocation	Q4-2019

This list represents a PLC management view of possible opportunities and the procurement timeline based on the Preliminary Project Schedule. Subsequent revisions in the Project Baseline Schedule will necessitate updates to this procurement timeline.

4.0 Outreach

Public outreach will be a key component for increasing the participation of DBE firms on the Project. PLC is cognizant that outreach events alone do not constitute good-faith effort (GFE). PLC will monitor the effectiveness of its outreach program and take necessary steps to help ensure DBE participation. Such steps may include breaking large scope elements into smaller bid packages (i.e. economically-feasible units), establishing flexible timeframes for performance, assisting with bonding and insurance, facilitating efforts to obtain equipment, supplies and material and meeting with DBE firms to educate them on requirements and contracting methods. PLC will document negotiations with interested DBEs, including names, addresses, and telephone numbers of DBEs that were considered, a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and reasons for any unsuccessful negotiations.

The DBE Program Coordinator will execute various outreach and marketing activities aimed at increasing awareness of bid opportunities available on the Project. The activities will include the following:

- **Project Marketing Collateral*** – Creating informational materials to assist in the marketing of the project and bid opportunities
- **Communication of Bid Opportunities*** – Communicating of bid opportunities for the required trades and services on the project to minority chambers, contractor associations and trade groups, in addition to DBE firms listed in the TUCP directory
- **Project Networking Events –** Coordinating DBE networking events to build relationships between the Project Team and DBE firms
- **Public Outreach Events* –** Participating in TxDOT, DBE, SBA and other trade fairs, expos, networkers and other related events to promote the bid opportunities on the project to DBE firms
- **Project Presentations –** Developing and delivering presentations to minority chambers, contractor associations and trade groups, and other business organizations to increase awareness of the project and bid opportunities
- **One-on-One Meetings* –** Coordinating and participating in one-on-one meetings between the Project Team and DBE firms interested in participating on the project

*** Activities initiated during the DBE Performance Plan submission stage.**

5.0 Procurement

The procurement of professional services firms was primarily accomplished during the proposal phase. Additional firms will be procured to expand the design team as design is advanced from the proposal phase. PLC has secured teaming agreements with multiple DBE professional services firms and contract negotiations are underway. Once the agreements are finalized, the commitments will be entered in the Department's Diversity Management System (DMS). As the design and procurement move forward, additional commitments will be entered in DMS in accordance with timelines established in Section 2.0.

PLC commits to not self-perform work of a committed DBE who can no longer complete that item of work unless TxDOT, by written approval, allows such self-performance.

The following are steps that the DBE Program Coordinator will take to assist in the increasing of opportunities for DBE firms:

- Assist in identifying all required trades, supplies and services needed for the project and updating the table in Section 3.0
- Conduct market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work. This may include attendance at pre-bid and business matchmaking meetings and events, advertising or written notices, posting of Notices of Sources Sought or Requests for Proposals, written notices or emails to all DBEs listed in

the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the Project

- Work with the Project team to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This may include breaking out contract work items into economically-feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when PLC might otherwise prefer to self-perform these work items. This may also include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation
- Communicate and advertise bid opportunities to the general DBE community via various sources, including:
    - DBE Databases and Directories
        - Owner (TxDOT)-provided DBE subcontractor database, Diversity Management System (DMS)
        - PCL internal database
    - Publications
        - The *Blue Book of Building and Construction*
        - *Small Business Resource Guide*
        - Local newspapers and trade publications
    - Trade and Professional Organizations
        - Conference of Minority Transportation Officials (COMTO)
        - National Association of Minority Contractors (NAMC)
        - USDOT Small Business Transportation Resource Center
        - Women's Transportation Seminar (WTS)
    - Local Minority Chambers and Contractor Associations
        - American Indian Chamber of Commerce
        - Asian Contractors Association
        - Regional Black Contractors Association
        - Dallas Black Chamber of Commerce
        - Fort Worth Hispanic Chamber of Commerce
        - Fort Worth Metropolitan Black Chamber of Commerce
        - Greater Dallas Asian American Chamber of Commerce
        - Greater Dallas Hispanic Chamber of Commerce
        - Greater Dallas Indo-American Chamber of Commerce
        - Irving Hispanic Chamber of Commerce
        - Regional Hispanic Contractors Association
        - Tarrant County Asian American Chamber of Commerce
        - U.S. Pan Asian American Chamber of Commerce – Southwest
        - Women's Business Council - Southwest

- Facilitate providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract
- Ensure that DBEs are not rejected as unqualified without a thorough investigation and sound reasoning
- Make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required
- Make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services
- Request DBEs complete a PLC Prequalification Form that will include the following information:
    - Quality of trade, supplies and service
    - Pricing structure
    - Delivery schedule
    - Financial stability
    - Safety record
    - Insurance/bonding information
    - Experience
    - Personnel
    - Equipment
- Maintain a log of all potential bidders who receive a formal invitation to bid via web-based platforms. The log will include or be supplemented with documentation of initial and follow-up meetings and explanations for why additional agreements were not met.
- Participate in pre-bid openings and post-bid interviews to assist with any questions or issues regarding the status of DBEs included on bids.

5.1 Prime Contractor 2nd Tier DBE Subcontracting:

The Project Team will emphasize the need to increase the participation of DBE firms at the 2nd tier level. Second-tier participation is the key to helping emerging DBE firms grow. The following are steps that the DBE Program Coordinator will take to implement a Prime Contractor 2nd tier subcontracting program:

- Assist the 1st tier Project Team in developing a DBE subcontracting plan that identifies how 2nd tier DBE firms can be utilized
- Review prime contractors' schedule of DBE subcontractors to ensure that DBE firms are being utilized
- Provide scope-specific vendor lists of capable and qualified DBE firms to potential prime contractor bidders, if needed

6.0 Monitoring for Compliance

The DBE Program Coordinator will monitor the performance of the DBE subcontractors with support from PLC field supervision including field engineers and superintendents. TxDOT's DBE program requirements will be explained during PLC's mandatory Leadership Training for field supervisors. PLC management will monitor field operations and mandate additional training as necessary. The subcontract terms ensure compliance with the same contract requirements as those between the Department and PLC for many aspects. The primary monitoring is outlined as follows.

- Administrative
  - Monthly reporting to the department's DMS of all required forms and information
  - Maintenance of requisite insurance
  - Daily reporting of required quality and safety forms
- Safety
  - Compliance with the Project Health, Safety and Environment Plan (HSE)
  - Participation in safety meetings
  - Compliance with applicable local, state and federal safety requirements
- Quality
  - Compliance with the Project Quality Management Plan (QMP)
  - Monitoring of technical submittals for items associated with their work
- Environment
  - Compliance with the Project Comprehensive Environmental Protection Plan (CEPP)
  - Compliance with applicable local, state and federal requirements
- Commercially Useful Function (CUF)
  - Monitoring for use of own equipment and forces
  - Monitoring for effectiveness in managing, performing and supervising the responsible work
  - Coordinate with the Department's DBE Compliance Liaison to schedule CUF reviews as the subcontractor begins work and periodically as needed
  - Additionally, PLC will conduct its own CUF reviews, both as soon as practicable after a DBE begins work on the Project and periodically thereafter
- DBE Program Coordinator Support Services
  - For each DBE firm, verify and document the validity of current DBE certification by printing out the TUCP DBE directory, showing DBE's name and certifications and including the date of the print out in the header or footer. Maintain these records and update the Project DBE log accordingly
  - Conduct regular meetings with DBE firms on the project to discuss their contract, performance or any issues that they may have
  - Provide assistance for interested firms in obtaining their DBE certification through the North Central Texas Regional Certification Agency (NCTRCA) and/or

the other agencies participating in the Texas Unified Certification Program (TUCP)

7.0 Reporting

PLC will comply with the contract compliance monitoring and tracking requirements as defined in General Conditions, Attachment 3-2. The department's DMS system will be used for the required reporting.

- Create a Comprehensive Monthly DBE Plan Report summarizing all program activities and the progress of the DBE participation on the project. Reports to be submitted 15 days after the end of the calendar month
- Complete and submit all applicable standard forms required by TxDOT
- Create a Final DBE Plan Report summarizing all the successes and final DBE participation to be submitted at the end of the project
- Maintain records of each DBE firm participating on the project
- Maintain records of documents and emails related to each solicitation
- Maintain records of documents on a contract-by-contract basis
- Maintain records of all documents and emails related to development, implementation and execution of each aspect of the DBE Plan

8.0 Payments

- Monthly Progress payments will be made by the 10th business day following payment received by PLC for the work. In the event that PLC's invoicing is delayed, PLC will work with affected DBE firms to revise the payment cycle or otherwise help ensure their continued ability to operate.
- The payments received by the DBE subcontractor will be acknowledged in the departments DMS
- Joint Checks for DBE subcontractors
    - A request may originate from either a DBE or commercial supplier
    - TxDOT's Form 2178 will be used to make the request
    - No joint checks will be issued unless TxDOT grants prior approval
    - As necessary, PLC will work with DBE firms to develop workable solutions, should TxDOT disallow a joint check.

9.0 Program Administration

To implement a comprehensive DBE Plan for the Project, the DBE Program Coordinator will work in concert with its TxDOT counterparts to ensure the implementation of the program is consistent with the current efforts by TxDOT to promote the utilization of DBEs on TxDOT projects.

The following PLC team member will coordinate the DBE Program for the Project:

Name:	Adrienne Williams DBE Program Coordinator
Interim Address:	160 Continental Avenue Dallas, Texas 75207
Phone:	972-421-2343
Mobile:	817-876-0229
Email:	adrienne.williams@plcjv.com

To manage the ongoing execution of the DBE Plan, regular meetings will be held between the DBE Program Coordinator and the appropriate divisions from the District who will be responsible for monitoring the project and ensuring compliance. These meetings will help ensure the maximum sharing of information regarding all current and upcoming bid opportunities. This will allow the DBE Program Coordinator to plan accordingly when managing the communication of opportunities to DBEs in and near the community.

EXHIBIT 7

PREVAILING WAGE RATES

The wage rates listed are those predetermined by the Secretary of Labor and State Statue to be the minimum wages paid. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed must be submitted to the Engineer for approval. IMPORTANT NOTICE FOR STATE PROJECTS; only the controlling wage rate zone applies to the contract. Effective 01-05-2018.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/5/18	ZONE TX08 1/5/18	ZONE TX11 1/5/18	ZONE TX12 1/5/18	ZONE TX14 1/5/18	ZONE TX16 1/5/18	ZONE TX18 1/5/18	ZONE TX34 1/5/18	ZONE TX35 1/5/18	ZONE TX37 1/5/18	ZONE TX38 1/5/18	ZONE TX40 1/5/18	ZONE TX41 1/5/18	ZONE TX54 1/5/18	ZONE TX56 1/5/18	ZONE TX63 1/5/18
1428	Agricultural Tractor Operator						$12.69					$12.35			$11.75		
1300	Asphalt Distributor Operator	$14.87	$13.48	$13.88	$15.72	$15.58	$15.55	$15.72	$13.28	$15.32	$15.62	$14.36	$14.25	$14.03	$13.75	$14.06	$14.40
1303	Asphalt Paving Machine Operator	$13.40	$12.25	$12.35	$13.87	$14.05	$14.36	$14.20	$13.26	$13.99	$14.68	$12.92	$13.44	$12.53	$14.00	$14.32	$12.99
1106	Asphalt Raker	$12.28	$10.61	$12.02	$14.21	$11.65	$12.12	$11.64	$11.44	$12.69	$12.05	$11.34	$11.67	$11.40	$12.59	$12.36	$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	$11.21	$10.33	$10.08	$11.99		$11.04	$11.62		$11.74	$11.41	$10.30		$10.23	$10.60	$12.68	$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	$13.55	$12.46	$13.16	$12.85	$12.64	$12.56	$12.77	$12.44	$14.12	$13.04	$13.38	$12.64	$12.80	$12.79	$12.98	$13.32
1318	Concrete Pavement Finishing Machine Operator				$16.05		$15.48			$16.05		$19.31				$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											$16.34				$11.71	
1333	Concrete Saw Operator				$14.67					$14.48	$17.33					$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less				$18.22		$18.36			$18.12	$18.04	$20.21			$18.63	$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	$16.82	$14.39	$13.85	$17.27		$15.87			$17.27		$14.67			$16.42	$14.97	$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				$20.52		$19.38			$20.52		$17.49			$25.13	$15.80	
1306	Crawler Tractor Operator	$13.96	$16.63	$13.62	$14.26		$15.67			$14.07	$13.15	$13.38			$14.60	$13.68	$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						$11.67										
1445	Directional Drilling Operator				$20.32		$17.24										
1139	Electrician	$20.96		$19.87	$19.80		$26.35		$20.27	$19.80		$20.92				$27.11	$19.87
1347	Excavator Operator, 50,000 pounds or less	$13.46	$12.56	$13.67	$17.19		$12.88	$14.38	$13.49	$17.19		$13.88			$14.09	$12.71	$14.42
1348	Excavator Operator, Over 50,000 pounds		$15.23	$13.52	$17.04		$17.71			$16.99	$18.80	$16.22				$14.53	$13.52
1150	Flagger	$9.30	$9.10	$8.50	$10.28	$8.81	$9.45	$8.70		$10.06	$9.71	$9.03	$8.81	$9.08	$9.90	$10.33	$8.10
1151	Form Builder/Setter, Structures	$13.52	$12.30	$13.38	$12.91	$12.71	$12.87	$12.38	$12.26	$13.84	$12.98	$13.07	$13.61	$12.82	$14.73	$12.23	$12.25
1160	Form Setter, Paving & Curb	$12.36	$12.16	$13.93	$11.83	$10.71	$12.94			$13.16	$12.54	$11.33	$10.69		$13.33	$12.34	$13.93
1360	Foundation Drill Operator, Crawler Mounted				$17.99					$17.99						$17.43	
1363	Foundation Drill Operator, Truck Mounted		$16.86	$22.05	$21.51		$16.93			$21.07	$20.20	$20.76		$17.54	$21.39	$15.89	$22.05
1369	Front End Loader Operator, 3 CY or Less	$12.28	$13.49	$13.40	$13.85		$13.04	$13.15	$13.29	$13.69	$12.64	$12.89			$13.51	$13.32	$12.17
1372	Front End Loader Operator, Over 3 CY	$12.77	$13.69	$12.33	$14.96		$13.21	$12.86	$13.57	$14.72	$13.75	$12.32			$13.19	$13.17	$13.02
1329	Joint Sealer																
1172	Laborer, Common	$10.30	$9.86	$10.08	$10.51	$10.71	$10.50	$10.24	$10.58	$10.72	$10.45	$10.30	$10.25	$10.03	$10.54	$11.02	$10.15
1175	Laborer, Utility	$11.80	$11.53	$12.70	$12.17	$11.81	$12.27	$12.11	$11.33	$12.32	$11.80	$11.53	$11.23	$11.50	$11.95	$11.73	$12.37
1346	Loader/Backhoe Operator	$14.18	$12.77	$12.97	$15.68		$14.12			$15.18	$13.58	$12.87		$13.21	$14.13	$14.29	$12.90

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/5/18	ZONE TX08 1/5/18	ZONE TX11 1/5/18	ZONE TX12 1/5/18	ZONE TX14 1/5/18	ZONE TX16 1/5/18	ZONE TX18 1/5/18	ZONE TX34 1/5/18	ZONE TX35 1/5/18	ZONE TX37 1/5/18	ZONE TX38 1/5/18	ZONE TX40 1/5/18	ZONE TX41 1/5/18	ZONE TX54 1/5/18	ZONE TX56 1/5/18	ZONE TX63 1/5/18
1187	Mechanic	$20.14	$15.47	$17.47	$17.74	$17.00	$17.10			$17.68	$18.94	$18.58	$17.00	$16.61	$18.46	$16.96	$17.47
1380	Milling Machine Operator	$15.54	$14.64	$12.22	$14.29		$14.18			$14.32	$14.35	$12.86			$14.75	$13.53	$12.80
1390	Motor Grader Operator, Fine Grade	$17.49	$16.52	$16.88	$17.12	$18.37	$18.51	$16.69	$16.13	$17.19	$18.35	$17.07	$17.74	$17.47	$17.08	$15.69	$20.01
1393	Motor Grader Operator, Rough	$16.15	$14.62	$15.83	$16.20	$17.07	$14.63	$18.50		$16.02	$16.44	$15.12	$16.85	$14.47	$17.39	$14.23	$15.53
1413	Off Road Hauler			$10.08	$12.26		$11.88			$12.25		$12.23			$13.00	$14.60	
1196	Painter, Structures					$21.29	$18.34						$21.29			$18.62	
1396	Pavement Marking Machine Operator	$16.42		$13.10	$13.55		$19.17	$12.01		$13.63	$14.60	$13.17		$16.65	$10.54	$11.18	$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															$14.95	
1205	Pipelayer		$11.87	$14.64	$13.17	$11.17	$12.79		$11.37	$13.24	$12.66	$13.24	$11.17	$11.67		$12.12	$14.64
1384	Reclaimer/Pulverizer Operator	$12.85			$11.90		$12.88			$11.01		$10.46					
1500	Reinforcing Steel Worker	$13.50	$14.07	$17.53	$16.17		$14.00			$16.18	$12.74	$15.83		$17.10		$15.15	$17.72
1402	Roller Operator, Asphalt	$10.95		$11.96	$13.29		$12.78	$11.61		$13.08	$12.36	$11.68			$11.71	$11.95	$11.50
1405	Roller Operator, Other	$10.36		$10.44	$11.82		$10.50	$11.64		$11.51	$10.59	$10.30		$12.04	$12.85	$11.57	$10.66
1411	Scraper Operator	$10.61	$11.07	$10.85	$12.88		$12.27		$11.12	$12.96	$11.88	$12.43		$11.22	$13.95	$13.47	$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	$13.98	$12.34	$14.11	$14.74		$14.51	$15.56	$13.44	$14.58	$14.31	$13.83		$12.43	$13.72	$13.97	$14.11
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									$15.96							
1515	Spreader Box Operator	$12.60		$13.12	$14.71		$14.04			$14.73	$13.84	$13.68		$13.45	$11.83	$13.58	$14.05
1705	Structural Steel Welder															$12.85	
1509	Structural Steel Worker						$19.29									$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						$16.00										
1440	Trenching Machine Operator, Heavy						$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	$14.46	$13.63	$13.41	$15.00	$15.93	$15.66			$16.24	$16.39	$14.30	$16.62	$15.63	$14.28	$16.03	$13.41
1612	Truck Driver Transit-Mix				$14.14					$14.14							
1600	Truck Driver, Single Axle	$12.74	$10.82	$10.75	$13.04	$11.61	$11.79	$13.53	$13.16	$12.31	$13.40	$10.30	$11.61		$11.97	$11.46	$10.75
1606	Truck Driver, Single or Tandem Axle Dump Truck	$11.33	$14.53	$11.95	$12.95		$11.68		$14.06	$12.62	$11.45	$12.28		$13.08	$11.68	$11.48	$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	$12.49	$12.12	$12.50	$13.42		$12.81	$13.16		$12.86	$16.22	$12.50			$13.80	$12.27	$12.50
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		$14.02		$14.86		$15.97		$13.74	$14.84					$13.78		
1520	Work Zone Barricade Servicer	$10.30	$12.88	$11.46	$11.70	$11.57	$11.85	$10.77		$11.68	$12.20	$11.22	$11.51	$12.96	$10.54	$11.67	$11.76

Notes:

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

The titles and descriptions for the classifications listed here are further detailed in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* . AGC will make it available on its Web site for any contractor.

TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 7, 8, 11, 12, 14, 16, 18, 34, 35, 37, 38, 40, 41, 54, 56, 63

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	38	Donley	54	Karnes	37	Reagan	54
Andrews	54	Duval	41	Kaufman	35	Real	54
Angelina	38	Eastland	54	Kendall	16	Red River	38
Aransas	40	Ector	7	Kenedy	41	Reeves	18
Archer	35	Edwards	18	Kent	54	Refugio	37
Armstrong	7	El Paso	34	Kerr	37	Roberts	54
Atascosa	16	Ellis	35	Kimble	54	Robertson	16
Austin	56	Erath	38	King	54	Rockwall	35
Bailey	54	Falls	38	Kinney	18	Runnels	54
Bandera	16	Fannin	38	Kleberg	37	Rusk	11
Bastrop	16	Fayette	37	Knox	54	Sabine	38
Baylor	54	Fisher	54	Lamar	38	San Augustine	38
Bee	37	Floyd	54	Lamb	54	San Jacinto	56
Bell	16	Foard	54	Lampasas	16	San Patricio	40
Bexar	16	Fort Bend	56	LaSalle	41	San Saba	54
Blanco	37	Franklin	38	Lavaca	37	Schleicher	54
Borden	54	Freestone	38	Lee	37	Scurry	54
Bosque	38	Frio	37	Leon	38	Shackelford	54
Bowie	11	Gaines	54	Liberty	56	Shelby	38
Brazoria	56	Galveston	56	Limestone	38	Sherman	54
Brazos	16	Garza	54	Lipscomb	54	Smith	11
Brewster	18	Gillespie	37	Live Oak	37	Somervell	38
Briscoe	54	Glasscock	54	Llano	37	Starr	41
Brooks	41	Goliad	40	Loving	54	Stephens	54
Brown	54	Gonzales	37	Lubbock	7	Sterling	54
Burleson	16	Gray	54	Lynn	54	Stonewall	54
Burnet	37	Grayson	35	Madison	38	Sutton	18
Caldwell	16	Gregg	11	Marion	38	Swisher	54
Calhoun	40	Grimes	38	Martin	54	Tarrant	35
Callahan	35	Guadalupe	16	Mason	37	Taylor	7
Cameron	8	Hale	54	Matagorda	37	Terrell	18
Camp	38	Hall	54	Maverick	41	Terry	54
Carson	7	Hamilton	38	McCulloch	54	Throckmorton	54
Cass	38	Hansford	54	McLennan	16	Titus	38
Castro	54	Hardeman	54	McMullen	41	Tom Green	7
Chambers	56	Hardin	56	Medina	16	Travis	16
Cherokee	38	Harris	56	Menard	54	Trinity	38
Childress	54	Harrison	63	Midland	7	Tyler	38
Clay	35	Hartley	54	Milam	38	Upshur	11
Cochran	54	Haskell	54	Mills	54	Upton	54
Coke	54	Hays	16	Mitchell	54	Uvalde	41
Coleman	54	Hemphill	54	Montague	54	Val Verde	18
Collin	35	Henderson	38	Montgomery	56	Van Zandt	38
Collingsworth	54	Hidalgo	8	Moore	54	Victoria	14
Colorado	37	Hill	38	Morris	38	Walker	38
Comal	16	Hockley	54	Motley	54	Waller	56
Comanche	54	Hood	38	Nacogdoches	38	Ward	54
Concho	54	Hopkins	38	Navarro	38	Washington	38
Cooke	54	Houston	38	Newton	38	Webb	8
Coryell	16	Howard	54	Nolan	54	Wharton	37
Cottle	54	Hudspeth	18	Nueces	40	Wheeler	54
Crane	54	Hunt	35	Ochiltree	54	Wichita	12
Crockett	18	Hutchinson	54	Oldham	54	Wilbarger	54
Crosby	7	Irion	7	Orange	56	Willacy	41
Culberson	18	Jack	38	Palo Pinto	38	Williamson	16
Dallam	54	Jackson	37	Panola	38	Wilson	16
Dallas	35	Jasper	38	Parker	35	Winkler	54
Dawson	54	Jeff Davis	18	Parmer	54	Wise	35
Deaf Smith	54	Jefferson	56	Pecos	18	Wood	38
Delta	35	Jim Hogg	41	Polk	38	Yoakum	54
Denton	35	Jim Wells	37	Potter	7	Young	54
DeWitt	37	Johnson	35	Presidio	18	Zapata	41
Dickens	54	Jones	35	Rains	38	Zavala	41
Dimmit	41			Randall	7		

01-05-2018

EXHIBIT 8

DB CONTRACTOR OBLIGATIONS RELATED TO PROJECT-SPECIFIC THIRD PARTY AGREEMENTS

All DB Contractor obligations related to Third Party Agreements have been incorporated, as appropriate, into the requirements found in the Design-Build Specifications.

EXHIBIT 9

INTENTIONALLY DELETED

EXHIBIT 10

MAXIMUM PAYMENT SCHEDULE

Months after NTP 1	(A) Anticipated Draw	(B) Cumulative Draw	Anticipated Draw as a % of Total (A/Total A)	Cumulative Draw as a % of Total (B/Total A)	Not-to-Exceed Payment Curve
1	$21,722,908.25	$21,722,908.25	1.26%	1.26%	8.00%
2	$8,341,596.77	$30,064,505.02	0.48%	1.74%	10.24%
3	$9,384,296.36	$39,448,801.38	0.54%	2.28%	12.49%
4	$71,424,922.33	$110,873,723.71	4.14%	6.42%	14.73%
5	$19,289,942.53	$130,163,666.24	1.12%	7.54%	16.98%
6	$21,027,775.19	$151,191,441.43	1.22%	8.76%	19.22%
7	$117,998,837.61	$269,190,279.04	6.84%	15.60%	21.46%
8	$41,881,767.11	$311,072,046.15	2.43%	18.03%	23.71%
9	$47,269,048.35	$358,341,094.50	2.74%	20.77%	25.95%
10	$46,226,348.76	$404,567,443.26	2.68%	23.45%	28.20%
11	$43,967,166.30	$448,534,609.56	2.55%	26.00%	30.44%
12	$43,793,383.03	$492,327,992.59	2.54%	28.54%	32.68%
13	$41,186,634.04	$533,514,626.63	2.39%	30.93%	34.93%
14	$38,753,668.32	$572,268,294.95	2.24%	33.17%	37.17%
15	$34,756,653.20	$607,024,948.15	2.01%	35.18%	39.41%
16	$79,245,169.30	$686,270,117.45	4.59%	39.77%	41.66%
17	$28,674,238.89	$714,944,356.34	1.66%	41.43%	43.90%
18	$25,546,140.10	$740,490,496.44	1.48%	42.91%	46.15%
19	$25,546,140.10	$766,036,636.54	1.48%	44.39%	48.39%
20	$25,546,140.10	$791,582,776.64	1.48%	45.87%	50.63%
21	$23,982,090.71	$815,564,867.35	1.39%	47.26%	52.88%
22	$23,982,090.71	$839,546,958.06	1.39%	48.65%	55.12%
23	$23,982,090.71	$863,529,048.77	1.39%	50.04%	57.37%
24	$23,982,090.71	$887,511,139.48	1.39%	51.43%	59.61%
25	$23,982,090.71	$911,493,230.19	1.39%	52.82%	61.85%
26	$23,982,090.71	$935,475,320.90	1.39%	54.21%	64.10%
27	$23,982,090.71	$959,457,411.61	1.39%	55.60%	66.34%
28	$23,982,090.71	$983,439,502.32	1.39%	56.99%	68.59%
29	$24,851,007.04	$1,008,290,509.36	1.44%	58.43%	70.83%
30	$24,851,007.04	$1,033,141,516.40	1.44%	59.87%	73.07%

31	$24,851,007.04	$1,057,992,523.44	1.44%	61.31%	75.32%
32	$24,503,440.51	$1,082,495,963.95	1.42%	62.73%	77.56%
33	$24,503,440.51	$1,106,999,404.46	1.42%	64.15%	79.80%
34	$24,503,440.51	$1,131,502,844.97	1.42%	65.57%	82.05%
35	$24,503,440.51	$1,156,006,285.48	1.42%	66.99%	84.29%
36	$24,484,104.60	$1,180,490,390.08	1.42%	68.41%	86.54%
37	$24,503,440.51	$1,204,993,830.59	1.42%	69.83%	88.78%
38	$24,503,440.51	$1,229,497,271.10	1.42%	71.25%	91.02%
39	$24,851,007.04	$1,254,348,278.14	1.44%	72.69%	93.27%
40	$24,851,007.04	$1,279,199,285.18	1.44%	74.13%	95.51%
41	$26,762,622.96	$1,305,961,908.14	1.55%	75.68%	97.76%
42	$25,546,140.10	$1,331,508,048.24	1.48%	77.16%	100.00%
43	$27,805,322.56	$1,359,313,370.80	1.61%	78.77%	100.00%
44	$27,805,322.56	$1,387,118,693.36	1.61%	80.38%	100.00%
45	$27,805,322.56	$1,414,924,015.92	1.61%	81.99%	100.00%
46	$28,152,889.09	$1,443,076,905.01	1.63%	83.62%	100.00%
47	$28,152,889.09	$1,471,229,794.10	1.63%	85.25%	100.00%
48	$28,152,889.09	$1,499,382,683.19	1.63%	86.88%	100.00%
49	$25,372,356.84	$1,524,755,040.03	1.47%	88.35%	100.00%
50	$22,939,391.11	$1,547,694,431.14	1.33%	89.68%	100.00%
51	$22,939,391.11	$1,570,633,822.25	1.33%	91.01%	100.00%
52	$22,939,391.11	$1,593,573,213.36	1.33%	92.34%	100.00%
53	$22,244,258.05	$1,615,817,471.41	1.29%	93.63%	100.00%
54	$21,027,775.19	$1,636,845,246.60	1.22%	94.85%	100.00%
55	$21,027,775.19	$1,657,873,021.79	1.22%	96.07%	100.00%
56	$19,811,292.32	$1,677,684,314.11	1.15%	97.22%	100.00%
57	$18,942,375.99	$1,696,626,690.10	1.10%	98.32%	100.00%
58	$18,247,242.93	$1,714,873,933.03	1.06%	99.38%	100.00%
59	$5,033,744.95	$1,719,907,677.98	0.29%	99.67%	100.00%
60	$6,405,646.11	$1,726,313,324.09	0.37%	100.00%	100.00%
TOTAL A (MAXIMUM PAYMENT)	**$1,726,313,324.09**				

Notes: 1. "Maximum Payment" refers to the total nominal amount within Column (A) Anticipated Draw.

2. The "Cumulative Draw as a % of Total" may not exceed in any month the corresponding percentage in the Not-to-Exceed Payment Curve.

EXHIBIT 11

MAXIMUM REIMBURSEMENT AMOUNTS FOR EMINENT DOMAIN ASSISTANCE

1. For each parcel that is acquired by eminent domain, within 30 days of providing evidence of payment of invoices, DB Contractor shall be entitled to reimbursement of its out-of-pocket fees and expenses for expert witnesses approved by TxDOT incurred in connection with the condemnation proceedings set forth in Section 15.4.4.3 of the Design-Build Specifications subject to the limitations in this Exhibit 11. DB Contractor shall provide the proposed expert witness fee and expense structure to TxDOT for approval no later than 45 days prior to the commencement of services by the expert. DB Contractor shall not be reimbursed for any expert witness fees or expenses incurred prior to approval of the fee and expense structure by TxDOT. DB Contractor shall not be entitled to any mark-ups, including for overhead and profit, in connection with expert witness fees and expenses.

2. For each parcel that is acquired by eminent domain, within 30 days of providing evidence of payment of invoices, DB Contractor shall be entitled to reimbursement of all other reasonable out-of-pocket costs (with the exception of expert witness fees and expenses) up to the amount of $10,000 per parcel for the performance of condemnation support services from and after the date of TxDOT's approval of the Condemnation Package, as such services are described in Section 15.4.4.2 of the Design-Build Specifications. DB Contractor shall not be entitled to any mark-ups, including for overhead and profit, in connection with such costs.

EXHIBIT 12

FORM OF BONDS

Appendix 1: Form of Performance Bond

Appendix 2: Form of Payment Bond

Appendix 3: Form of Warranty Bond

APPENDIX 1 TO EXHIBIT 12

FORM OF PERFORMANCE BOND

[To be replaced with actual Performance Bond]

I-635 LBJ EAST PROJECT

Bond No. _____

WHEREAS, the Texas Department of Transportation ("Obligee"), has awarded to Pegasus Link Constructors – LBJ East Project, an unincorporated joint venture consisting of Fluor Enterprises, Inc., a California corporation, and Balfour Beatty Infrastructure, Inc. a Delaware corporation ("Principal"), a Design-Build Contract for I-635 LBJ East Project, duly executed and delivered as of August 22, 2019 (the "DBC") on the terms and conditions set forth therein; and

WHEREAS, upon award of the DBC, Principal is required to furnish a bond (this "Bond") guaranteeing the faithful performance of its obligations under the Contract Documents.

NOW, THEREFORE, Principal and _____, a _____ ("Surety") *[If multiple co-sureties will be used, TxDOT will revise this form of Bond to identify and refer to the Co-Sureties throughout and note that all such Co-Sureties are jointly and severally liable for all obligations under this Bond.]*, an admitted surety insurer in the State of Texas, are held and firmly bound unto Obligee in the initial amount of $40,000,000, subject to increase in accordance with the NTP2 Rider attached hereto (the "Bonded Sum"), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, including any and all amendments and supplements thereto, then the obligations under this Bond shall be null and void; otherwise this Bond shall remain in full force and effect. Obligee shall release this Bond upon the occurrence of all of the conditions to release set forth in Section 3.4.3 of the General Conditions.

The following terms and conditions shall apply with respect to this Bond:

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the DBC.

2. This Bond specifically guarantees the performance of each and every obligation of Principal under the Contract Documents, as they may be amended and supplemented, including but not limited to, its liability for Liquidated Damages and Lane Rental Charges, as specified in the Contract Documents, but not to exceed the Bonded Sum.

3. The guarantees contained herein shall survive Final Acceptance of the Project called for in the Contract Documents with respect to those obligations of Principal that survive such Final Acceptance of the Project.

4. Whenever Principal shall be, and is declared by Obligee to be, in default under the Contract Documents, provided that Obligee is not then in material default thereunder, Surety shall promptly:

a. arrange for the Principal to perform and complete the DBC; or

b. complete the Project in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors; or

c. obtain bids or negotiated proposals from qualified contractors acceptable to the Obligee for a contract for performance and completion of the Work, through a procurement process approved by the Obligee, arrange for a contract to be prepared for execution by the Obligee and the contractor selected with the Obligee's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the DBC, and pay to the Obligee the amount of damages as described in Paragraph 6 of this Bond in excess of the unpaid balance of the Price incurred by the Obligee resulting from the Principal's default; or

d. waive their right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which they may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee, or (ii) deny liability in whole or in part and notify the Obligee citing reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from the Obligee to Surety demanding that Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee. If Surety proceeds as provided in Subparagraph 4.d of this Bond, and the Obligee refuses the payment tendered or Sureties has denied liability, in whole or in part, without further notice, the Obligee shall be entitled to enforce any remedy available to the Obligee.

6. After the Obligee has terminated the Principal's right to complete the DBC, and if Surety elects to act under Subparagraph 4.a, 4.b or 4.c above, then the responsibilities of Surety to the Obligee shall not be greater than those of the Principal under the DBC, and the responsibilities of the Obligee to Surety shall not be greater than those of the Obligee under the DBC. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance of the Price to mitigation costs and damages on the DBC, Surety is obligated without duplication for:

a. the responsibilities of the Principal for correction of defective work and completion of the Work;

b. actual damages, including additional legal, design, engineering, professional and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 4 of this Bond; and

c. Liquidated Damages and Lane Rental Charges under the DBC.

7. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way

affect the obligations of Surety under this Bond provided that the aggregate dollar amount of TxDOT-Directed Changes, without the Surety's prior written consent thereto having been obtained, does not increase the Price by more than $172,631,332. Surety waives notice of any alteration, modification, supplement or extension of time other than Change Orders for TxDOT-Directed Changes in excess of such amount.

8. Correspondence or claims relating to this Bond should be sent to Surety at the following address:

_____

_____

_____

9. No right of action shall accrue on this Bond to or for the use of any entity other than Obligee or its successors and assigns.

IN WITNESS WHEREOF, Principal and Surety have caused this Bond to be executed and delivered as of _____, 20__.

Principal: _____
By: _____
Its: _____
(Seal)

Surety: _____
By: _____
Its: _____
(Seal)

[*ADD APPROPRIATE SURETY ACKNOWLEDGMENTS*]

SURETY

_____ By:_____
or secretary attest Name
Title:
Address:

NTP2 RIDER

To be attached to
and form a part of
Bond No.

Type of
Bond: **Performance Bond**

dated
effective

(MONTH-DAY-YEAR)

Pegasus Link Constructors – LBJ East Project, an unincorporated joint venture consisting of Fluor Enterprises, Inc., a California corporation, and Balfour Beatty Infrastructure, Inc. a Delaware corporation, as Principal

(PRINCIPAL)

and by , as Surety,

in favor of **Texas Department of Transportation**

(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to the following:

The Bonded Sum hereunder shall increase to the amount of $1,503,653,614.09.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective

(MONTH-DAY-YEAR)

Signed and Sealed

(MONTH-DAY-YEAR)

(PRINCIPAL)

By: _____

(PRINCIPAL)

_____

(SURETY)

By: _____

Attorney in fact

APPENDIX 2 TO EXHIBIT 12

FORM OF PAYMENT BOND

[To be replaced by actual Payment Bond]

I-635 LBJ EAST PROJECT

Bond No. _____

WHEREAS, the Texas Department of Transportation ("Obligee"), has awarded to Pegasus Link Constructors – LBJ East Project, an unincorporated joint venture consisting of Fluor Enterprises, Inc., a California corporation, and Balfour Beatty Infrastructure, Inc. a Delaware corporation ("Principal"), a Design-Build Contract for I-635 LBJ East Project, duly executed and delivered as of August 22, 2019 (the "DBC") on the terms and conditions set forth therein; and

WHEREAS, upon award of the DBC, Principal is required to furnish a bond (this "Bond") guaranteeing payment of claims by Subcontractors and Suppliers.

NOW, THEREFORE, Principal and _____, a _____ ("Surety") *[If multiple co-sureties will be used, TxDOT will revise this form of Bond to identify and refer to the Co-Sureties throughout and note that all such Co-Sureties are jointly and severally liable for all obligations under this Bond.]*, an admitted surety insurer in the State of Texas, are held and firmly bound unto Obligee in the initial amount of $40,000,000, subject to increase in accordance with the NTP2 Rider attached hereto (the "Bonded Sum"), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT, if Principal shall fail to pay any valid claims by Subcontractors and Suppliers with respect to the Work, then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this Bond shall be null and void upon the occurrence of all of the conditions to release set forth in Section 3.4.4 of the General Conditions.

The following terms and conditions shall apply with respect to this Bond:

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the DBC.

2. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond, provided that the aggregate dollar amount of TxDOT-Directed Changes without the Surety's prior written consent thereto having been obtained, does not increase the Price by more than $172,631,332. Surety waives notice of any alteration, modification, supplement or extension of time other than Change Orders for TxDOT-Directed Changes in excess of such amount.

3. Correspondence or claims relating to this Bond should be sent to Surety at the following address:

_____

_____

_____

4. This Bond shall inure to the benefit of Subcontractors and Suppliers with respect to the Work so as to give a right of action to such persons and their assigns in any suit brought upon this Bond.

IN WITNESS WHEREOF, Principal and Surety have caused this Bond to be executed and delivered as of _____, 2019.

Principal: _____

_____

By: _____

_____

Its: _____

(Seal)

Surety: _____

_____

By: _____

_____

Its: _____

(Seal)

[*ADD APPROPRIATE SURETY ACKNOWLEDGMENTS*]

SURETY

_____ By: _____

or secretary attest

Name

Title:

Address:

NTP2 RIDER

To be attached to and form a part of

Bond No.

Type of Bond: **Payment Bond**

dated effective

(MONTH-DAY-YEAR)

Pegasus Link Constructors – LBJ East Project, an unincorporated joint venture consisting of Fluor Enterprises, Inc., a California corporation, and Balfour Beatty Infrastructure, Inc. a Delaware corporation, as Principal,
(PRINCIPAL)

and by , as Surety,
in favor of **Texas Department of Transportation**

(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to the following:

The Bonded Sum hereunder shall increase to the amount of $1,503,653,614.09.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective

(MONTH-DAY-YEAR)

Signed and Sealed

(MONTH-DAY-YEAR)

(PRINCIPAL)

By: _____

(PRINCIPAL)

_____

(SURETY)

By: _____

Attorney in fact

APPENDIX 3 TO EXHIBIT 12

FORM OF WARRANTY BOND

[To be replaced with actual Warranty Bond]

I-635 LBJ EAST PROJECT

Bond No. _____

WHEREAS, the Texas Department of Transportation ("Obligee"), has awarded to Pegasus Link Constructors – LBJ East Project, an unincorporated joint venture consisting of Fluor Enterprises, Inc., a California corporation, and Balfour Beatty Infrastructure, Inc. a Delaware corporation ("Principal"), a Design-Build Contract for I-635 LBJ East Project, duly executed and delivered as of August 22, 2019 (the "DBC"), on the terms and conditions set forth therein; and

WHEREAS, as a condition to Final Acceptance and release of the Performance Bond and Payment Bond as set forth in the DBC, Principal is required to furnish a bond (this "Bond") guaranteeing the faithful performance of its obligations under the Contract Documents after Final Acceptance, including payment of claims by Subcontractors and Suppliers.

NOW, THEREFORE, Principal and _____, a _____ ("Surety") *[If multiple co-sureties will be used, TxDOT will revise this form of Bond to identify and refer to the Co-Sureties throughout and note that all such Co-Sureties are jointly and severally liable for all obligations under this Bond.]*, an admitted surety insurer in the State of Texas, are held and firmly bound unto Obligee in the amount of $*[Insert amount that is 10% of the Price]* (the "Bonded Sum"), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, as they may be amended or supplemented, including without limitation the fulfillment of all Warranties, and payment of claims by Subcontractors and Suppliers, then the obligations under this Bond shall be null and void; otherwise this Bond shall remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall in no event exceed the Bonded Sum.

The following terms and conditions shall apply with respect to this Bond:

1. The Contract Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the DBC.

2. This Bond shall inure to the benefit of all Subcontractors and Suppliers with respect to the Work, other than entities having an equity interest in Principal, so as to give a right of action to such persons and their assigns in any suit brought upon this Bond.

3. The guarantees contained herein shall survive Final Acceptance of the Project.

4. Whenever Principal shall fail to pay the lawful claims of any of the persons identified in Paragraph 2 above with respect to the Work, excluding entities having an equity interest in Principal, then Surety shall pay for the same in an amount not to exceed the Bonded Sum.

5. Whenever Principal shall be, and is declared by the Obligee to be, in default with respect to its obligations under the Contract Documents, provided that the Obligee is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Obligee:

a. arrange for Principal to perform and complete the DBC;

b. complete the Work in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors;

c. obtain bids or negotiated proposals from qualified contractors acceptable to the Obligee for a contract for performance and completion of the Work (as defined in the DBC), through a procurement process approved by the Obligee, arrange for a contract to be prepared for execution by the Obligee and the contractor selected with the Obligee's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the DBC, and pay to the Obligee the amount of damages as described in Paragraph 7 of this Bond in excess of the unpaid balance of the Price incurred by the Obligee resulting from the Principal's default; or

d. waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefor to the Obligee or (ii) deny liability in whole or in part and notify the Obligee citing reasons therefor.

6. If Surety does not proceed as provided in Paragraph 5 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from the Obligee to Surety demanding that Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee. If Surety proceeds as provided in Subparagraph 5.d of this Bond, and the Obligee refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice the Obligee shall be entitled to enforce any remedy available to the Obligee.

7. After the Obligee has terminated the Principal's right to complete the DBC, and if Surety elects to act under Subparagraph 5.a, 5.b or 5.c above, then the responsibilities of Surety to the Obligee shall not be greater than those of the Principal under the DBC, and the responsibilities of the Obligee to Surety shall not be greater than those of the Obligee under the DBC. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance of the Price to mitigation costs and damages on the DBC, Surety is obligated without duplication for:

a. the responsibilities of the Principal for correction of defective work and completion of the Work;

b. actual damages, including additional legal, design professional and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 5 of this Bond; and

c. Liquidated Damages and Lane Rental Charges under the DBC.

8. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond, provided that the aggregate dollar amount of TxDOT-Directed Changes, without the Sureties' prior written consent thereto having been obtained, does not increase the Price by more than $*[Insert amount that is 10% of the Price]*. Surety waives notice of any alteration, modification, supplement or extension of time other than Change Orders for TxDOT-Directed Changes in excess of such amount.

9. Correspondence or claims relating to this Bond should be sent to Surety at the following address:

_____

_____

_____

IN WITNESS WHEREOF, Principal and Surety have caused this Bond to be executed and delivered as of _____, 20__.

Principal: _____
By: _____
Its: _____
(Seal)

Surety: _____
By: _____
Its: _____
(Seal)

[*ADD APPROPRIATE SURETY ACKNOWLEDGMENTS*]

SURETY

_____ By: _____
or secretary attest
Name
Title:
Address:

EXHIBIT 13

FORM OF GUARANTY

GUARANTY

THIS GUARANTY (this "Guaranty") is made as of August 22, 2019 by Fluor Corporation, a Delaware Corporation ("Guarantor"), in favor of the TEXAS DEPARTMENT OF TRANSPORTATION, an agency of the State of Texas ("TxDOT").

RECITALS

A. Pegasus Link Constructors – LBJ East Project, an unincorporated Texas joint venture consisting of Fluor Enterprises, Inc. and Balfour Beatty Infrastructure, Inc., as design-build contractor ("DB Contractor"), and TxDOT are parties to that certain Design-Build Contract (the "DBC") pursuant to which DB Contractor has agreed to develop, design, and construct the I-635 LBJ East Project (the "Project"). Initially capitalized terms used herein without definition will have the meaning given such term in the Contract Documents.

B. To induce TxDOT to (i) enter into the DBC; and (ii) consummate the transactions contemplated thereby, Guarantor has agreed to enter into this Guaranty.

C. DB Contractor is an unincorporated joint venture. The Guarantor is a Delaware corporation. The execution of the DBC by TxDOT and the consummation of the transactions contemplated thereby will materially benefit Guarantor. Without this Guaranty, TxDOT would not have entered into the DBC with DB Contractor. Therefore, in consideration of TxDOT's execution of the DBC and consummation of the transactions contemplated thereby, Guarantor has agreed to execute this Guaranty.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. Guaranty. Guarantor guarantees to TxDOT and its successors and assigns the full and prompt payment and performance when due of all of the obligations of DB Contractor arising out of, in connection with, under or related to the Contract Documents. The obligations guaranteed pursuant to this Guaranty are collectively referred to herein as the "Guaranteed Obligations."

2. Unconditional Obligations. This Guaranty is a guaranty of payment and performance and not of collection. Except as provided in Section 21, this Guaranty is an absolute, unconditional and irrevocable guarantee of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred, and whether or not enforceable against DB Contractor. If any payment made by DB Contractor or any other Person and applied to the Guaranteed Obligations is at any time annulled, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be repaid or refunded, then, to the extent of such payment or repayment, the liability of Guarantor will be and remain in full force and effect as fully as if such payment had never been made. Guarantor covenants that this Guaranty will not be fulfilled or discharged, except by the complete payment and performance of the Guaranteed Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without limiting the generality of the foregoing, Guarantor's obligations hereunder will not be released, discharged or otherwise affected by (a) any change in the Contract Documents or the obligations thereunder, or any insolvency, bankruptcy or similar proceeding affecting DB Contractor, Guarantor or their respective assets, and (b) the existence of any claim or set-off which DB Contractor has or Guarantor may have against TxDOT, whether in connection with this Guaranty or any unrelated transaction, provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the

assertion of any claim by separate suit. This Guaranty will in all respects be a continuing, absolute and unconditional guaranty irrespective of the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing any of the Guaranteed Obligations or relating thereto, or the existence, validity, enforceability, perfection, or extent of any collateral therefor or any other circumstances relating to the Guaranteed Obligations, except as provided in Section 21.

3. Independent Obligations. Guarantor agrees that the Guaranteed Obligations are independent of the obligations of DB Contractor and if any default occurs hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not DB Contractor is joined therein. TxDOT may maintain successive actions for other defaults of Guarantor. TxDOT's rights hereunder will not be exhausted by the exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all Guaranteed Obligations have been paid and fully performed.

a. Guarantor agrees that TxDOT may enforce this Guaranty, at any time and from time to time, without the necessity of resorting to or exhausting any security or collateral and without the necessity of proceeding against DB Contractor. Guarantor hereby waives the right to require TxDOT to proceed against DB Contractor, to exercise any right or remedy under any of the Contract Documents or to pursue any other remedy or to enforce any other right.

b. Guarantor will continue to be subject to this Guaranty notwithstanding: (i) any modification, agreement or stipulation between DB Contractor and TxDOT or their respective successors and assigns, with respect to any of the Contract Documents or the Guaranteed Obligations; (ii) any waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Contract Documents or any modification thereof; (iii) any release of DB Contractor from any liability with respect to any of the Contract Documents; or (iv) any release or subordination of any collateral then held by TxDOT as security for the performance by DB Contractor of the Guaranteed Obligations.

c. The Guaranteed Obligations are not conditional or contingent upon the genuineness, validity, regularity or enforceability of any of the Contract Documents or the pursuit by TxDOT of any remedies which TxDOT either now has or may hereafter have with respect thereto under any of the Contract Documents.

d. Notwithstanding anything to the contrary contained elsewhere in this Guaranty, Guarantor's obligations and undertakings hereunder are derivative of, and not in excess of, the obligations of DB Contractor under the DBC. Accordingly, in the event that DB Contractor's obligations have been changed by any modification, agreement or stipulation between DB Contractor and TxDOT or their respective successors or assigns, this Guaranty shall apply to the Guaranteed Obligations as so changed.

4. Liability of Guarantor.

a. TxDOT may enforce this Guaranty upon the occurrence of a breach by DB Contractor of any of the Guaranteed Obligations, notwithstanding the existence of any dispute between TxDOT and DB Contractor with respect to the existence of such a breach.

b. Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.

c. TxDOT, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability hereunder, from time to time may (i) with respect to the financial obligations of DB Contractor, if and as permitted by the DBC, renew, extend, accelerate, increase the rate of interest

on, or otherwise change the time, place, manner or terms of payment of financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations, (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto, (iii) request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment and performance of this Guaranty or the Guaranteed Obligations, (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations, (v) enforce and apply any security hereafter held by or for the benefit of TxDOT in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that TxDOT may have against any such security, as TxDOT in its discretion may determine, and (vi) exercise any other rights available to it under the Contract Documents.

d. This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than indefeasible performance in full of the Guaranteed Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Contract Documents, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto; (ii) any rescission, waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of default) of the Contract Documents or any agreement or instrument executed pursuant thereto; (iii) TxDOT's consent to the change, reorganization or termination of the corporate structure or existence of DB Contractor; or (iv) any defenses, set-offs or counterclaims that DB Contractor may allege or assert against TxDOT in respect of the Guaranteed Obligations, except as provided in Section 21.

5. Waivers. To the fullest extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require TxDOT to proceed against DB Contractor or any other Person or to proceed against or exhaust any security held by TxDOT at any time or to pursue any right or remedy under any of the Contract Documents or any other remedy in TxDOT's power before proceeding against Guarantor; (b) any defense that may arise by reason of the incapacity, lack of authority, death or disability of, or revocation hereby by, Guarantor, DB Contractor or any other Person or the failure of TxDOT to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any such Person; (c) any defense that may arise by reason of any presentment, demand for payment or performance or otherwise, protest or notice of any other kind or lack thereof; (d) any right or defense arising out of an election of remedies by TxDOT even though the election of remedies, such as nonjudicial foreclosure with respect to any security for the Guaranteed Obligations, has destroyed the Guarantor's rights of subrogation and reimbursement against DB Contractor by the operation of law or otherwise; (e) all notices to Guarantor or to any other Person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, modification, accrual of any of the obligations of DB Contractor under any of the Contract Documents, or of default in the payment or performance of any such obligations, enforcement of any right or remedy with respect thereto or notice of any other matters relating thereto, except the notice required in Section 8.7.1.3 of the General Conditions; (f) any defense based upon any act or omission of TxDOT that directly or indirectly results in or aids the discharge or release of DB Contractor, Guarantor or any security given or held by TxDOT in connection with the Guaranteed Obligations; and (g) any and all suretyship defenses under applicable law.

6. Waiver of Subrogation and Rights of Reimbursement. Until the Guaranteed Obligations have been indefeasibly paid in full, Guarantor waives any claim, right or remedy that it may now have or may hereafter acquire against DB Contractor that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right or remedy of TxDOT against DB Contractor, or any other security or collateral that

TxDOT now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. All existing or future indebtedness of DB Contractor or any shareholders, partners, members, joint venturers of DB Contractor to Guarantor is subordinated to all of the Guaranteed Obligations. Whenever and for so long as DB Contractor shall be in default in the performance of a Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by DB Contractor or any shareholders, partners, members, joint venturers of DB Contractor to Guarantor without the prior written consent of TxDOT. Any payment by DB Contractor or any shareholders, partners, members, joint venturers of DB Contractor to Guarantor in violation of this provision shall be deemed to have been received by Guarantor as trustee for TxDOT.

7. Waivers by Guarantor if Real Property Security. If the Guaranteed Obligations are or become secured by real property or an estate for years, Guarantor waives all rights and defenses that Guarantor may have because the Guaranteed Obligations are secured by real property. This means, among other things:

a. TxDOT may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by DB Contractor.

b. If TxDOT forecloses on any real property collateral pledged by DB Contractor:

(1) The amount of the Guaranteed Obligation may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.

(2) TxDOT may collect from Guarantor even if TxDOT, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from DB Contractor.

This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because the Guaranteed Obligations are secured by real property.

8. Cumulative Rights. All rights, powers and remedies of TxDOT hereunder will be in addition to and not in lieu of all other rights, powers and remedies given to TxDOT, whether at law, in equity or otherwise.

9. Representations and Warranties. Guarantor represents and warrants that:

a. it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and qualified to do business and is in good standing under the laws of the State of Texas;

b. it has all requisite corporate power and authority to execute, deliver and perform this Guaranty;

c. the execution, delivery, and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action on the part of Guarantor and proof of such authorization will be provided with the execution of this Guaranty;

d. this Guaranty has been duly executed and delivered and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms;

e. neither the execution nor delivery of this Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof will conflict with, result in a material breach or violation of the terms, conditions, or provisions of, or constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under: (1) the certificate of incorporation or by-laws of Guarantor, (2) any judgment, decree, order, contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit or other authorization, right restriction or obligation to which Guarantor is a party or any of its

property is subject or by which Guarantor is bound, or (3) any federal, state, or local law, statute, ordinance, rule or regulation applicable to Guarantor;

f. it now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the Contract Documents or referred to therein, the financial status of DB Contractor and the ability of DB Contractor to pay and perform the Guaranteed Obligations;

g. it has reviewed and approved copies of the Contract Documents and is fully informed of the remedies TxDOT may pursue, with or without notice to DB Contractor or any other Person, in the event of default of any of the Guaranteed Obligations;

h. it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of DB Contractor and will keep itself fully informed as to all aspects of the financial condition of DB Contractor, the performance of the Guaranteed Obligations and of all circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor hereby waives and relinquishes any duty on the part of TxDOT to disclose any matter, fact or thing relating to the business, operations or conditions of DB Contractor now known or hereafter known by TxDOT;

i. no consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof; and

j. there is no pending or, to the best of its knowledge, threatened action, suit, proceeding, arbitration, litigation, or investigation of or before any Governmental Entity that challenges the validity or enforceability of this Guaranty.

10. Governing Law. The validity, interpretation and effect of this Guaranty are governed by and will be construed in accordance with the laws of the State of Texas applicable to contracts made and performed in such State and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by Federal law. Guarantor consents to the jurisdiction of the State of Texas with regard to this Guaranty. The venue for any action regarding this Guaranty shall be Travis County, Texas.

11. Entire Document. This Guaranty contains the entire agreement of Guarantor with respect to the transactions contemplated hereby, and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof, written or oral, with respect to the subject matter hereof. No waiver, modification or amendment of any provision of this Guaranty is effective unless made in writing and duly signed by TxDOT referring specifically to this Guaranty, and then only to the specific purpose, extent and interest so provided.

12. Severability. If any provision of this Guaranty is determined to be unenforceable for any reason by a court of competent jurisdiction, it will be adjusted rather than voided, to achieve the intent of the parties and all of the provisions not deemed unenforceable will be deemed valid and enforceable to the greatest extent possible.

13. Notices. Any communication, notice or demand of any kind whatsoever under this Guaranty shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to TxDOT	Texas Department of Transportation Dallas District Office 4777 E. Highway 80 Mesquite, Texas 75150-6643 Attention: Mo Bur, P.E. Telephone: (214) 320-6100 E-mail: mo.bur@txdot.gov
With copies to:	Texas Department of Transportation Project Finance, Debt & Strategic Contracts Division 125 East 11th Street Austin, Texas 78701 Attention: Mr. Benjamin Asher Telephone: (512) 463-8611 E-mail: benjamin.asher@txdot.gov Texas Department of Transportation General Counsel Division 125 East 11th Street Austin, Texas 78701 Attention: Jack Ingram Telephone: (512) 463-8630 E-mail: jack.ingram@txdot.gov
If to Guarantor:	Fluor Corporation 6700 Las Colinas Boulevard Irving, Texas 75039 Attention: James M. Lucas, Treasurer Telephone: (469) 398-7060 Facsimile: (469) 398-7285 Email: Jim.Lucas@fluor.com
With a copy to:	Fluor Corporation 6700 Las Colinas Boulevard Irving, Texas 75039 Attention: Eric P. Helm, Managing General Counsel Telephone: (469) 398-7663 Facsimile: (469) 398-7278 Email: eric.helm@fluor.com

Either Guarantor or TxDOT may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

All notices and other communications required or permitted under this Guaranty that are addressed as provided in this Section 13 are effective upon delivery, if delivered personally or by overnight mail, and are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

14. Captions. The captions of the various sections of this Guaranty have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Guaranty.

15. Assignability. This Guaranty is binding upon and inures to the benefit of the successors and assigns of Guarantor and TxDOT, but is not assignable by Guarantor without the prior written consent of TxDOT, which consent may be granted or withheld in TxDOT's sole discretion. Any assignment by Guarantor effected in accordance with this Section 15 will not relieve Guarantor of its obligations and liabilities under this Guaranty.

16. Construction of Agreement. Ambiguities or uncertainties in the wording of this Guaranty will not be construed for or against any party, but will be construed in the manner that most accurately reflects the parties' intent as of the date hereof.

17. No Waiver. Any forbearance or failure to exercise, and any delay by TxDOT in exercising, any right, power or remedy hereunder will not impair any such right, power or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power or remedy.

18. Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty.

(a) The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of DB Contractor or by any defense that DB Contractor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. TxDOT is not obligated to file any claim relating to the Guaranteed Obligations if DB Contractor becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of TxDOT so to file will not affect Guarantor's obligations under this Guaranty.

(b) Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations that accrues after the commencement of any proceeding referred to in clause (a) above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceedings had not been commenced) will be included in the Guaranteed Obligations because it is the intention of Guarantor and TxDOT that the Guaranteed Obligations should be determined without regard to any rule of law or order which may relieve DB Contractor of any portion of such Guaranteed Obligations. Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or any similar person to pay TxDOT, or allow the claim of TxDOT in respect of, any such interest accruing after the date on which such proceeding is commenced.

19. Attorneys' Fees. Guarantor agrees to pay to TxDOT without demand reasonable attorneys' fees and all costs and other expenses (including such fees and costs of litigation, arbitration and bankruptcy, and including appeals) incurred by TxDOT in enforcing, collecting or compromising any Guaranteed Obligation or enforcing or collecting this Guaranty against Guarantor or in attempting to do any or all of the foregoing.

20. Joint and Several Liability. If the Guarantor is comprised of more than one individual or entity, such individuals or entities, as applicable, shall be jointly and severally liable for the Guaranteed Obligations. If more than one guaranty is executed with respect to DB Contractor and the Project, each guarantor under such a guaranty shall be jointly and severally liable with the other guarantors with respect to the obligations guaranteed under such guaranties.

21. Defenses. Notwithstanding any other provision to the contrary, Guarantor shall be entitled to the benefit of all defenses available to DB Contractor under the DBC except (a) those expressly waived in this Guaranty, (b) failure of consideration, lack of authority of DB Contractor and any other defense to formation of the DBC, and (c) defenses available to DB Contractor under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors. Action against Guarantor under this Guaranty shall be subject to no prior notice or demand except for the notice provided in Section 8.7.1.3 of the General Conditions.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

FLUOR CORPORATION, a Delaware Corporation

By:_____
Name:_____
Title:_____

EXHIBIT 14

CHANGE ORDER FORMS

Appendix 1: Form of Request for Change Order

Appendix 2: Form of Change Order

APPENDIX 1 TO EXHIBIT 14

FORM OF REQUEST FOR CHANGE ORDER

REQUEST FOR CHANGE ORDER NO. _____
CONTRACT NO. _____

SECTION I

Originator: _____ Date:_____

- **Title: _____**

Contract No: _____

- **DB Contractor Name: _____**

DESCRIPTION:

_____
_____
_____
_____

SCOPE:

_____
_____
_____
_____
_____

REASON FOR REQUEST FOR CHANGE ORDER:

_____
_____

_____
DB Contractor Authorized Representative

Date: _____

SECTION II

The total amount of this Request for Change Order is $ _____. Documentation supporting the Request for Change Order is attached as Exhibits _____ through _____.

Payment Activity/Project Schedule Items Added/Deducted:

Activity No.	Description	Amount
_____	_____	_____

This Request for Change Order is for (check the applicable categories below):

- _____ A lump sum, negotiated price Change Order (provide information in Section IIA below); or
- _____ A unit price/quantities Change Order (provide information in Section IIB below); or
- _____ A Force Account Change Order (provide information in Section IIC below)

Section IIA[1]

Lump sum price is $_____

Section IIB[2]

UNIT PRICE ITEM	UNIT PRICE	ESTIMATED QUANTITY	PRICE (Unit Price x Quantity)

Total of all items in above Table based on estimated quantities: $_____

Section IIC[3]

Summary of Request for Change Order by Force Account Categories: [Additives/(Credits)]

[1] Section IIA to be included and completed for negotiated, lump sum Change Orders pursuant to General Conditions Section 4.6.7

[2] Section IIB to be included and completed for unit price Change Orders pursuant to General Conditions Section 4.6.7.7

[3] Section IIC to be included and completed for Force Account Change Order pursuant to General Conditions Section 4.6.8

A.	DB Contractor Labor (construction)		
	1.	Wages (unburdened)	$ _____
	2.	Insurance and taxes[4] (35% of A.1)	$ _____
B.	DB Contractor and Subcontractor Labor (professional services)		
	1.	Wages (unburdened)	$ _____
	2.	Labor surcharge (145% of B.1, which includes overhead and profit)	$ _____
C.	Materials (with taxes, freight and discounts)		$ _____
D.	Equipment[5] (includes 15% overhead and profit)		$ _____
E.	Subcontracts (Force Account basis)		$ _____
F.	Utility Owner Direct Costs		$ _____
G.	Overhead and Profit		
	1.	Labor[6] (25% of A.1)	$ _____
	2.	Materials (15% of C)	$ _____
	3.	Subcontracts (5% of E)	$ _____
	4.	Utility Owner Direct Costs (5% of F)	$ _____
H.	Grand Total		$ _____

SECTION III[7]

The status of the Substantial Completion Deadline is as follows:

- ☐ Unaffected by this Request for Change Order
- ☐ Affected by (increasing) (decreasing) the date of the Substantial Completion Deadline by _____calendar days.

The status of Final Acceptance Deadline is as follows:

- ☐ Unaffected by this Request for Change Order
- ☐ Affected by (increasing) (decreasing) the date of the Final Acceptance Deadline by _____calendar days.

Accordingly, the summary of the dates of the Substantial Completion Deadline and the Final Acceptance Deadline are as follows:

---

[4] For insurance and taxes including the cost of premiums on public liability and workers' compensation insurance, Social Security, and unemployment insurance taxes (see General Conditions Section 4.6.8.1)

[5] Tabulated in accordance with the most recent version of the Rental Rate Blue Book and General Conditions Section 4.6.8.3.1

[6] For overhead, superintendence, profit, and small tools (see General Conditions Section 4.6.8.1)

[7] Revise list of Completion Deadlines if applicable to the Project

1. Substantial Completion Deadline: _____
   (+ or - _____ days from base of _____ calendar days after NTP1)

2. Final Acceptance Deadline: _____
   (+ or - _____ days from base of _____ calendar days after NTP1)

Justification for Request for Change Order with reference to the Design-Build Contract:
_____
_____
_____

Change order required under CMA? Yes_____/No_____
If yes, state reason:
_____
_____
_____

The undersigned Authorized Representative of DB Contractor hereby certifies, under penalty of perjury, as follows:

(a) the above three sections represent a true and complete summary of all aspects of this Request for Change Order;

(b) the amount of time and/or compensation requested is justified as to entitlement and amount;

(c) this Request for Change Order includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the claim, event, occurrence or matter giving rise to the proposed change;

(d) the cost and pricing data forming the basis for the Request for Change Order is complete, accurate and current; and

(e) There has been no change to the disclosure of Interested Parties (as that term is defined in § 2252.908 of the Texas Government Code and in 1 T.A.C. § 46.4) that was made by DB Contractor in the most recent Form 1295 disclosure of interested parties form provided to TxDOT by DB Contractor. Alternatively, if there has been a change to the disclosure of Interested Parties or if the value of this Change Order is $1,000,000 or greater, DB Contractor has submitted with this Change Order a current Form 1295. This certification does not apply, and submission of a current Form 1295 is not required, in the event that DB Contractor is a publicly traded business entity, or is a wholly owned subsidiary of a publicly traded business entity.

If the foregoing Request for Change Order includes claims of Subcontractors or Suppliers, the undersigned have reviewed such claims and have determined in good faith that the claims are justified as to both entitlement and amount.

_____
DB Contractor Authorized Representative

Date: _____

SECTION IV (Reviewed/Approved by TxDOT District Engineer)

_____
TxDOT District Engineer

Date: _____

Comments:
_____
_____
_____

SECTION V (Reviewed by FHWA Project Representative, if applicable)

_____
FHWA Project Representative

Date_____

Comments:
_____
_____
_____

SECTION VI (Reviewed by TxDOT Chief Engineer, if applicable)[8]

_____
TxDOT Chief Engineer

Date_____

Comments:

[8] If not required, insert "NOT APPLICABLE" in signature line.

[*Include if signature not required*] [Not Applicable - This Change Order is less than $10 million and does not exceed the $30 million cumulative threshold. Upon concurrence by the Project Finance, Debt and Strategic Contracts Division Director and General Counsel Division, the District Engineer will have final approval of the Change Order for execution.]

SECTION VII (Reviewed by Chief Financial Officer, if applicable)[9]

_____

TxDOT Chief Financial Officer

Date_____

Comments:

[*Include if signature not required*] [Not Applicable - This Change Order is less than $10 million and does not exceed the $30 million cumulative threshold. Upon concurrence by the Project Finance, Debt and Strategic Contracts Division Director and General Counsel Division, the District Engineer will have final approval of the Change Order for execution.]

SECTION VIII (Reviewed by TxDOT Executive Director, if applicable)[10]

_____

TxDOT Executive Director

Date_____

Comments:
[*Include if signature not required*] [Not Applicable - This Change Order is less than $10 million and does not exceed the $30 million cumulative threshold. Upon concurrence by the Project Finance, Debt and Strategic Contracts Division Director and General Counsel Division, the District Engineer will have final approval of the Change Order for execution.]

_____

_____

_____

[9] If not required, insert "NOT APPLICABLE" in signature line.
[10] If not required, insert "NOT APPLICABLE" in signature line.

APPENDIX 2 TO EXHIBIT 14

FORM OF CHANGE ORDER

CHANGE ORDER NO. _____ CONTRACT NO. _____

SECTION I

Originator: _____ Date: _____

- **Title: _____**

Contract No:_____

- **DB Contractor Name: _____**

DESCRIPTION:

_____
_____
_____
_____
_____

SCOPE:

_____
_____
_____
_____
_____

REASON FOR CHANGE ORDER:

_____
_____

_____
DB Contractor Authorized Representative

Date: _____

SECTION II

The total amount of this Change Order is $ _____. Documentation supporting the Change Order is attached as Exhibits _____ through _____.

Payment Schedule Items Added/Deducted:

Activity No.	Description	Amount
_____	_____	_____

This Change Order is for (check the applicable categories below):

- _____ A lump sum, negotiated price Change Order (provide information in Section IIA below)
- _____ A unit price/quantities Change Order (provide information in Section IIB below)
- _____ A Force Account Change Order (provide information in Section IIC below)

Section IIA[1]

Lump sum price is $_____

Section IIB[2]

UNIT PRICE ITEM	UNIT PRICE	ESTIMATED QUANTITY	PRICE (Unit Price x Quantity)

Total of all items in above Table based on estimated quantities: $_____

Section IIC[3]

Summary of Force Account Categories: [Additives/(Credits)]

[1] Section IIA to be included and completed for negotiated, lump sum Change Orders pursuant to General Conditions Section 4.6.7

[2] Section IIB to be included and completed for unit price Change Orders pursuant to General Conditions Section 4.6.7.7

[3] Section IIC to be included and completed for Force Account Change Order pursuant to General Conditions Section 4.6.8

A. DB Contractor Labor (construction)

1. Wages (unburdened) $ _____
2. Insurance and taxes[4] (35% of A.1) $ _____

B. DB Contractor and Subcontractor Labor (professional services)
1. Wages (unburdened) $ _____
2. Labor surcharge (145% of B.1, which includes overhead and profit) $ _____

C. Materials (with taxes, freight and discounts) $ _____

D. Equipment[5] (includes 15% overhead and profit) $ _____

E. Subcontracts (Force Account basis) $ _____

F. Utility Owner Direct Costs $ _____

G. Overhead and Profit

1. Construction Labor[6] (25% of A.1) $ _____
2. Materials (15% of C) $ _____
3. Subcontracts (5% of E) $ _____
4. Utility Owner Direct Costs (5% of F) $ _____

H. Not to Exceed Amount $ _____

SECTION III[7]

The status of Substantial Completion Deadline is as follows:

- ☐ Unaffected by this Change Order
- ☐ Affected by (increasing) (decreasing) the date of Substantial Completion Deadline by _____ calendar days.

The status of Final Acceptance Deadline is as follows:

- ☐ Unaffected by this Change Order
- ☐ Affected by (increasing) (decreasing) the date of the Final Acceptance Deadline by _____ calendar days.

---

[4] For insurance and taxes including the cost of premiums on public liability and workers' compensation insurance, Social Security, and unemployment insurance taxes (see General Conditions Section 4.6.8.1)
[5] Tabulated in accordance with the most recent version of the Rental Rate Blue Book and General Conditions Section 4.6.8.3.1
[6] For overhead, superintendence, profit, and small tools (see General Conditions Section 4.6.8.1)
[7] Revise list of Completion Deadlines if applicable to the Project

Accordingly, the summary of the dates of the Substantial Completion Deadline and the Final Acceptance Deadline are as follows:

1. Substantial Completion Deadline: _____
   (+ or - _____ days from base of _____ calendar days after NTP1)

2. Final Acceptance Deadline: _____
(+ or - _____ days from base of _____ calendar days after NTP1)

Justification for Change Order with reference to the Contract Documents:
_____
_____
_____

Change order required under Capital Maintenance Agreement? Yes_____/No_____
If yes, state reason:
_____
_____
_____

The undersigned Authorized Representative of DB Contractor hereby certifies, under penalty of perjury, as follows:

(a) the above three sections represent a true and complete summary of all aspects of this Change Order;

(b) the amount of time and/or compensation requested is justified as to entitlement and amount;

(c) this Change Order includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the claim, event, occurrence or matter giving rise to the proposed change;

(d) the cost and pricing data forming the basis for the Change Order is complete, accurate and current; and

(e) There has been no change to the disclosure of Interested Parties (as that term is defined in § 2252.908 of the Texas Government Code and in 1 T.A.C. § 46.4) that was made by DB Contractor in the most recent Form 1295 disclosure of interested parties form provided to TxDOT by DB Contractor. Alternatively, if there has been a change to the disclosure of Interested Parties or if the value of this Change Order is $1,000,000 or greater, DB Contractor has submitted with this Change Order a current Form 1295. This certification does not apply, and submission of a current Form 1295 is not required, in the event that DB Contractor is a publicly traded business entity, or is a wholly owned subsidiary of a publicly traded business entity.

If the foregoing Change Order includes claims of Subcontractors or Suppliers, the undersigned have reviewed such claims and have determined in good faith that the claims are justified as to both entitlement and amount.

_____
DB Contractor Authorized Representative

Date: _____

SECTION IV (Reviewed by TxDOT District Engineer)

_____

TxDOT District Engineer

Date: _____

Comments:

_____

_____

_____

SECTION V (Reviewed by FHWA Project Representative, if applicable)

_____

FHWA Project Representative

Date_____

Comments:

_____

_____

_____

SECTION VI (Reviewed by TxDOT Chief Engineer, if applicable)[8]

_____

TxDOT Chief Engineer

Date_____

Comments:

[*Include if signature not required*] [Not Applicable - This Change Order is less than $10 million and does not exceed the $30 million cumulative threshold. Upon concurrence by the Project Finance, Debt and Strategic Contracts Division Director and General Counsel Division, the District Engineer will have final approval of the Change Order for execution.]

_____

_____

_____

[8] If not required, insert "NOT APPLICABLE" in signature line.

SECTION VII (Reviewed by Chief Financial Officer, if applicable)[9]

_____

TxDOT Chief Financial Officer

Date_____

Comments:

[*Include if signature not required*] [Not Applicable - This Change Order is less than $10 million and does not exceed the $30 million cumulative threshold. Upon concurrence by the Project Finance, Debt and Strategic Contracts Division Director and General Counsel Division, the District Engineer will have final approval of the Change Order for execution.]

SECTION VII (Reviewed by TxDOT Executive Director, if applicable)[10]

_____

TxDOT Executive Director

Date_____

Comments:
[*Include if signature not required*] [Not Applicable - This Change Order is less than $10 million and does not exceed the $30 million cumulative threshold. Upon concurrence by the Project Finance, Debt and Strategic Contracts Division Director and General Counsel Division, the District Engineer will have final approval of the Change Order for execution.]

_____
_____
_____

[9] If not required, insert "NOT APPLICABLE" in signature line.
[10] If not required, insert "NOT APPLICABLE" in signature line.

EXHIBIT 15

LIQUIDATED DAMAGES FOR LANE CLOSURES AND LANE RENTAL CHARGES

The Liquidated Damages for Lane Closures and Lane Rental Charges for which DB Contractor may be liable pursuant to Section 8.6.2 of the General Conditions and Section 7.3 of the DBA are established as below in Table 15-1 and Table 15-2.

Table 15-1: Liquidated Damages for Lane Closures and Lane Rental Charges for I-635

Eastbound/Southbound or Westbound/Northbound I-635	**Time Period A** Liquidated Damages Per Hour	**Time Period B** Lane Rental Charges Per Hour	**Time Period C** Lane Rental Charges Per Hour	**Time Period D** Lane Rental Charges Per Hour
One Lane Closed*	$10,000	$50	$50	$10,000
Two Lanes Closed**	$50,000	$10,000	$100	$50,000
Three Lanes Closed	$125,000	$50,000	$5,000	$125,000
Four or more Lanes Closed – including Full Mainlane Closure	$250,000	$100,000	$30,000	$250,000

*A full closure and detour of a one lane ramp or one lane direct connection shall be assessed as "One Lane Closed".

**A full closure and detour of a two lane ramp or two lane direct connection shall be assessed as "Two Lanes Closed".

Table 15-2: Liquidated Damages for Lane Closures and Lane Rental Charges for I-30

Eastbound or Westbound I-30	**Time Period A** Liquidated Damages Per Hour	**Time Period B** Lane Rental Charges Per Hour	**Time Period C** Lane Rental Charges Per Hour	**Time Period D** Lane Rental Charges Per Hour
One Lane Closed*°	$3,500	$50	$50	$3,500
Two Lanes Closed**°	$50,000	$10,000	$100	$50,000
Three or More Lanes Closed – including Full Mainlane Closure°	$125,000	$50,000	$20,000	$125,000

*A full closure and detour of a one lane ramp or one lane direct connection shall be assessed as "One Lane Closed".

**A full closure and detour of a two lane ramp or two lane direct connection shall be assessed as "Two Lanes Closed".

°When the reversible HOV Lane is placed in use by TxDOT, thereby reducing the number of general purpose lanes, a single lane closure shall be assessed using the "Two Lanes Closed" value and a two-lane closure shall be assessed using the "Three or More Lanes Closed – including Full Mainlane Closure" value.

Lane Closures implemented by DB Contractor as directed by TxDOT related to work performed by Systems Integrator shall be exempt from Liquidated Damages for Lane Closures and Lane Rental Charges.

Liquidated Damages for Lane Closures and Lane Rental Charges shall be assessed in quarter-hour increments for any Lane Closure during the Term. The assessment of Liquidated Damages for Lane Closures and Lane Rental Charges shall be for Lane Closures during which one or more lanes (including main lanes, ramps to/from such roadway, and direct connectors) are closed or have a width that is less than the minimum requirements as described in Item 26 and the Special Provision to Item 26.

Liquidated Damages for Lane Closures and Lane Rental Charges shall apply to any Lane Closure that occurs in connection with the performance of Work as described above and shall be assessed every quarter-hour or part thereof for each lane closed or has a reduced width. DB Contractor shall report to TxDOT on a daily basis any Lane Closures or reduced widths that give rise to Liquidated Damages for Lane Closures or Lane Rental Charges.

Provision of liquidated damage values for Time Period A does not imply TxDOT's consent to closing freeway or ramp lanes during the peak periods (Time Period A) and DB Contractor is not permitted to schedule Lane Closures during Time Period A.

The first $65,000,000 of cumulative Lane Rental Charges incurred by DB Contractor with respect to Lane Closures as described above will not be assessed against DB Contractor (the "**Lane Rental Bank**").

DB Contractor may earn schedule-related incentives as shown below in Table 15-3 as described in the Special Provision to Item 26 and shall be subject to Liquidated Damages if the listed closures are not terminated by the deadlines indicated in the Special Provision to Item 26.

Table 15-3: Schedule-Related Incentives and Disincentives

	Incentive for Making Certain Roadways Available	**Disincentive for Prolonged Closure (Liquidated Damages)**
Cross-Street #5: Skillman Street	$5,000/day, maximum of 1095 days, payable to DB Contractor if DB Contractor makes available to motorists full proposed Skillman Street and adjacent frontage road sections prior to the Substantial Completion Deadline.	N/A
Cross-Street #20: La Prada Drive	$10,000/day, maximum of 270 days, not payable to DB Contractor but any earned incentive increases Lane Rental Bank, for re-opening La Prada Drive to motorists prior to expiration of the permitted closure period in the manner described in Special Provision to Item 26	$10,000/day for each day La Prada Drive remains closed beyond the number of days permitted in Special Provision to Item 26

Cross-Street #24: Gus Thomasson Road	$20,000/day, maximum of 180 days, not payable to DB Contractor but any earned incentive increases Lane Rental Bank, for re-opening Gus Thomasson Road to motorists prior to expiration of the permitted closure period in the manner described in Special Provision to Item 26	$20,000/day for each day Gus Thomasson Road remains closed beyond the number of days permitted in Special Provision to Item 26

EXHIBIT 16

INTENTIONALLY DELETED

EXHIBIT 17

KEY SUBCONTRACTORS

Project Management: Pegasus Link Constructors - LBJ East Project, a Texas Unincorporated Joint Venture

Lead Design Firm: AECOM Technical Services, Inc.

Quality Control Management: Pegasus Link Constructors - LBJ East Project, a Texas Unincorporated Joint Venture

Quality Assurance Management: Raba Kistner Infrastructure, Inc.

Key Task Leader – Geotechnical: Kleinfelder, Inc.

Key Task Leader – Drainage: Hayden Consultants, Inc.

Key Task Leader – Structural: Aguirre & Fields LP

Key Task Leader – Environmental: Raba Kistner Infrastructure, Inc.

Key Task Leader – Utilities: Solaray Engineering Inc. (design) and The Whiddon Group, LLC (coordination)

Key Task Leader – Right of Way: O.R. Colan Associates, LLC

Key Task Leader – Roadway: SE3, LLC

EXHIBIT 18

KEY PERSONNEL

POSITIONS	INDIVIDUAL
Project Manager	Jason Estes
Construction Manager	Shad Gardner, P.E.
Design Manager	Matthew Anderson, P.E.
Lead Maintenance of Traffic (MOT) Design Engineer	Scott Huffman, P.E.
Independent Quality Firm Manager	Ronald Seal, P.E.
Professional Services Quality Assurance Manager	Bruce Nipp, P.E.

EXHIBIT 19

INITIAL DESIGNATION OF AUTHORIZED REPRESENTATIVES

TxDOT Authorized Representatives: TxDOT's Executive Director, the Dallas District Engineer and their designees

DB Contractor's Authorized Representatives: DB Contractor's Project Manager, Jason Estes, and his designees

EXHIBIT 20

DISPUTES RESOLUTION REQUIREMENTS

Appendix 1: Additional Disputes Resolution Provisions

Appendix 2: Disputes Board Agreement

APPENDIX 1 TO EXHIBIT 20

ADDITIONAL DISPUTES RESOLUTION PROVISIONS

1. **Dispute Resolution Procedures**

   a. The Parties agree, in accordance with 43 Texas Administrative Code Section 9.6, to be bound by and subject to the procedures established in this Appendix 1 to Exhibit 20 (this "Appendix 1") as an agreement regarding dispute resolution procedures that shall survive expiration or earlier termination of the Term and thereafter for so long as either Party has any obligation originating under the Contract Documents.

   b. The provisions of this Appendix 1 are intended to accord with Section 201.112 of the Code and the DRP Rules promulgated thereunder.

   c. As used in this Appendix 1, the phrase "the procedures established in this Appendix 1" includes the procedures established in this Appendix 1, the Disputes Board Agreement, the DRP Rules, the Code and the Texas Government Code.

   d. All Disputes arising under the Contract Documents shall be resolved pursuant to the Disputes Review Panel Process and Informal Resolution Procedures and, if not resolved thereby, the Dispute Resolution Procedures, except the following: (i) any equitable relief sought in Travis County, Texas District Court that TxDOT is permitted to bring against DB Contractor under Section 1(g); and (ii) Ineligible Matters.

   e. Any disagreement between the Parties as to whether the Disputes Review Panel Process, Informal Resolution Procedures and/or the Dispute Resolution Procedures apply to a particular Dispute shall be treated as a Dispute for resolution in accordance with this Appendix 1.

   f. With respect to any Dispute for resolution in accordance with the procedures established in this Appendix 1, the Parties agree that (i) such Dispute must be asserted in writing to the other Party prior to the running of the applicable statute of limitations and (ii) provided that this is done, the applicable statute of limitations shall be tolled until the 30th day after conclusion of the last such procedure applicable to such Dispute.

   g. TxDOT may invoke the jurisdiction of the district courts of Travis County, Texas to petition for equitable relief against DB Contractor, including temporary restraining orders, injunctions, other interim or final declaratory relief or the appointment of a receiver, to the extent allowed by Law.

2. **Informal Resolution As Condition Precedent**

As a condition precedent to the right to have any Dispute resolved pursuant to the Dispute Resolution Procedures or by a district court, the claiming Party must first attempt to resolve the Dispute with the responding Party through the procedures described in Sections 4.9 and 4.10 of the General Conditions.

3. **Failure to Resolve Dispute With Informal Resolution Procedures**

If a Dispute is not timely resolved under the Informal Resolution Procedures, then within 15 days (seven days for Fast-Track Disputes) after the conclusion of the time periods for Informal Resolution Procedures: (a) the Parties may mutually agree to initiate mediation in accordance with Section 9 hereof, or (b) either Party may refer the Dispute to the Disputes Board for resolution pursuant to Section 5 hereof.

4. **Disputes Board Agreement**

a. The Parties executed the Disputes Board Agreement on the effective date therein. The Disputes Board Agreement governs all aspects of the Disputes Board, as well as all rights and responsibilities of the Parties with respect to the Disputes Board, that are not otherwise addressed in this Appendix 1, the DRP Rules and the Code.

b. If the composition of either Party's Disputes Board Member Candidates List has not been finalized prior to the Effective Date, that Party shall promptly appoint the members in accordance with the requirements and procedures of the Disputes Board Agreement.

c. The Disputes Board shall conduct proceedings and, upon completion of its proceedings, issue written findings of fact, written conclusions of law, and a written decision to TxDOT and DB Contractor.

d. The Disputes Board shall have the authority to resolve any Dispute other than Ineligible Matters and any actions for equitable relief in district court that TxDOT is permitted to bring against DB Contractor under Section 1(g) hereof.

e. The Disputes Board shall not have the authority to order that one Party compensate the other Party for attorneys' fees and expenses.

f. If a Disputes Board Decision awards an amount payable by one Party to the other, such amount became or shall become due and payable on the date required for payment in accordance with the applicable DRP governed agreement. If the date of payment is not specified in a DRP governed agreement, the payment shall be due ten days after the date the Final Order Implementing Decision for such decision becomes final under Section 8 (or, if the tenth day is not a Business Day, the next Business Day).

g. Except for those matters subject to Section 15, interest at LIBOR on an amount payable by one Party to the other shall accrue beginning on the date such amount was due and continuing until the date such amount is paid.

h. A Party desiring to pursue a Dispute against the other Party shall, after completion of the Informal Resolution Procedures, serve a written notice on the responding Party's designated agent. Unless

otherwise indicated by written notice from one Party to the other Party, each Party's designated agent shall be its Authorized Representative. The notice shall contain a concise statement describing:

i. If the Parties have mutually agreed that the Dispute is a Fast-Track Dispute;

ii. The date of the act, inaction or omission giving rise to the Dispute;

iii. An explanation of the Dispute, including a description of its nature, circumstances and cause;

iv. A reference to any pertinent provision(s) from the Contract Documents;

v. If applicable and then known, the estimated dollar amount of the Dispute, and how that estimate was determined (including any cost and revenue element that has been or may be affected);

vi. If applicable, an analysis of the Project Schedule and Completion Deadlines showing any changes or disruptions (including an impacted delay analysis reflecting the disruption in the manner and sequence of performance that has been or will be caused, delivery schedules, staging, and adjusted Completion Deadlines);

vii. If applicable, the claiming Party's plan for mitigating the amount claimed and the delay claimed;

viii. The claiming Party's desired resolution of the Dispute; and

ix. Any other information the claiming Party considers relevant.

The notice shall be signed by the designated representative of the Party asserting the Dispute, and shall constitute a certification by the Party asserting the Dispute that: (1) the notice of Dispute is served in good faith; and (2) to the then current knowledge of such Party, except as to matters stated in the notice of Dispute as being unknown or subject to discovery, (A) all supporting information is reasonably believed by the Party asserting the Dispute to be accurate and complete and (B) the Dispute accurately reflects the amount of money or other right, remedy or relief to which the Party asserting the Dispute reasonably believes it is entitled; and (3) the designated representative is duly authorized to execute and deliver the notice and such certification on behalf of the claiming Party.

If the notice of Dispute fails to meet the certification requirements under this Section 4(h), on motion of the responding Party the Disputes Board shall suspend proceedings on the Dispute until a correct and complete written certification is delivered, and shall have the discretionary authority to dismiss the Dispute for lack of a correct certification if it is not delivered within a reasonable time as set by the Disputes Board. Prior to the entry by the Disputes Board of a final decision on a Dispute, the Disputes Board shall require a defective certification to be corrected.

5. **Submission of Dispute to Disputes Board**

a. Within 15 days (seven days for Fast-Track Disputes) after the end of the last time period under the Informal Resolution Proceedings, either Party may refer a Dispute to the Disputes Board for resolution by serving written notice on the other Party. The notice shall include the information set forth in Section 4(h) above. Within 15 days (seven days for Fast-Track Disputes) after a Party refers a Dispute to the Disputes Board, the responding Party shall serve a written response upon the claiming Party's designated agent. The response shall include the same information as the notice of Dispute issued under Section 4(h) above, to the extent applicable; shall be signed by the designated representative of the responding Party; and shall constitute a certification by the responding Party that:

i. The response to the claiming Party's notice of Dispute is served in good faith;

ii. All supporting information is reasonably believed by the responding Party to be accurate and, except as otherwise reasonably explained in the response, complete; and

iii. The responding Party disputes the amount of money or other right, remedy or relief to which the claiming Party believes it is entitled.

b. Neither Party may attempt to seek resolution of a Dispute by the Disputes Board or litigate the merits of any Dispute in court if such Dispute is not timely referred to the Disputes Board within the 15 day time period under Section 5(a) above, except for Ineligible Matters and Disputes for which TxDOT is entitled to seek relief in court.

c. The responding Party shall assert in its response any challenge it may then have to the Dispute Board's authority to resolve the Dispute if the responding Party then believes in good faith that the Dispute is an Ineligible Matter.

6. **Finality of Disputes Board Decision**

Upon completion of the remainder of the procedures required under the Code and the DRP Rules, each Disputes Board Decision shall be final, conclusive, binding upon and enforceable against the Parties.

7. **SOAH Administrative Hearings and Final Orders**

a. **Appeal of Disputes Board Decision**

i. If, within 20 days after the Disputes Board's issuance of the Disputes Board Decision to TxDOT and DB Contractor (the "**Appeal Period**"), either Party is dissatisfied with the Disputes Board Decision due to a good faith belief that Disputes Board Error occurred, (1) DB Contractor may request the Executive Director to seek and/or (2) TxDOT may seek a formal administrative hearing before SOAH pursuant to Texas Government Code, Chapter 2001, and Section 201.112 of the Code, solely on the grounds that Disputes Board Error occurred. Upon receipt of DB Contractor's request for a formal administrative hearing before SOAH, the Executive Director shall, as a purely ministerial act, refer the matter to SOAH within ten Business Days after receipt of DB Contractor's request.

ii. If DB Contractor does not request, and TxDOT does not seek for itself, a formal administrative hearing before SOAH under Section 7(a)(i) within the Appeal Period, then within ten Business Days after the expiration of the Appeal Period, the Executive Director shall issue the Final Order Implementing Decision as a purely ministerial act. If the Executive Director fails to issue the Final Order Implementing Decision within this ten Business Day time period, the Disputes Board Decision shall become effective as the Final Order Implementing Decision for all purposes on the next Business Day.

iii. Neither Party may attempt to:

1. Seek an administrative hearing before SOAH on any Dispute after the Appeal Period has expired without either Party seeking an administrative hearing before SOAH;

2. Seek rehearing in any forum of a Dispute that is the subject of a Disputes Board Decision after the Appeal Period has expired without either Party seeking an administrative hearing before SOAH; or

3. Resubmit to the Disputes Board or litigate in court any Dispute that was the subject of and resolved by a prior final Disputes Board Decision.

b. **Appeal of Disputes Board Error to SOAH**

"Disputes Board Error" means one or more of the following:

i. The Disputes Board failed, in any material respect, to properly follow or apply the procedures for handling, hearing and deciding on the Dispute established under this Appendix 1 and such failure prejudiced the rights of a Party; or

ii. The Disputes Board Decision was procured by, or there was evident partiality among the Disputes Board Members due to, a Conflict of Interest, Misconduct, corruption or fraud.

c. **SOAH Proceeding and ALJ Proposal For Decision**

i. Upon referral to SOAH of the question of whether Disputes Board Error occurred, the ALJ shall conduct a hearing solely on the question of whether Disputes Board Error occurred. The Disputes Board's written findings of fact, conclusions of law and Disputes Board Decision; any written dissenting findings, recommendations or opinions of a minority Disputes Board Member; and all submissions to the Disputes Board by the Parties shall be admissible in the SOAH proceeding, along with all other evidence the ALJ determines to be relevant. After timely closing of the record of the SOAH proceeding, the ALJ shall timely issue to the Executive Director and DB Contractor the ALJ's written proposal for decision as to whether Disputes Board Error occurred.

ii. Each Party may file exceptions to the proposal for decision with the ALJ no later than seven days after issuance of the ALJ's proposal for decision and, in response to a Party's exceptions, the other Party may file a reply to the excepting Party's exceptions with the

ALJ no later than 14 days after issuance of the proposal for decision. The ALJ shall review all exceptions and replies and notify TxDOT and DB Contractor no later than 21 days after issuance of the proposal for decision whether the ALJ recommends any changes to the proposal for decision, amends the proposal for decision in response to exceptions and replies to exceptions, and/or corrects any clerical errors in the proposal for decision. The ALJ shall reissue its written proposal for decision to the Executive Director and TxDOT, together with written findings of fact and conclusions of law, if revised from those previously furnished to the Parties.

iii. Unless a Party in good faith challenges the Disputes Board's authority to resolve the Dispute because the Dispute is an Ineligible Matter (1) in the proceedings before the Disputes Board, (2) as a Disputes Board Error during the Appeal Period, (3) in the SOAH proceeding or (4) in exceptions to the ALJ's proposal for decision timely filed under Section 7(c)(ii) above, any objection to the Disputes Board's authority to resolve the applicable Dispute shall be deemed waived by such Party.

d. **Final Orders of Executive Director.**

Within 28 days after receipt of the ALJ's proposal for decision:

i. If, upon review of the ALJ's proposal for decision, the Executive Director concludes that Disputes Board Error occurred, the Executive Director shall issue a Final Order Vacating Decision. A "Final Order Vacating Decision" means an order of the Executive Director either adopting or rejecting the ALJ's proposal for decision, as applicable (and if the Executive Director rejects the ALJ's proposal for decision, accompanied by the written explanatory statement required under Section 201.112(c) of the Code); ruling that the Disputes Board Decision is invalid, void and of no force and effect; and remanding the Dispute to the Disputes Board for reconsideration. If the nature of the Disputes Board Error was a Conflict of Interest, Misconduct, fraud or corruption of a Disputes Board Member, the remanded Dispute will be reconsidered by a reconstituted Disputes Board after removal of such Disputes Board Member; or

ii. If, upon review of the ALJ's proposal for decision, the Executive Director concludes that no Disputes Board Error occurred, the Executive Director shall issue a Final Order Implementing Decision. A "Final Order Implementing Decision" means an order of the Executive Director either adopting or rejecting the ALJ's proposal for decision, as applicable (and if the Executive Director rejects the ALJ's proposal for decision, accompanied by the written explanatory statement required under Section 201.112(c) of the Code), and approving and fully implementing the Disputes Board Decision.

e. The Parties agree and acknowledge that the Executive Director's issuance of either type of Final Order is a purely ministerial function of the Executive Director. If the Executive Director fails to issue one or the other type of Final Order within the foregoing 28 Day time period, then on the next Business Day:

i. If the ALJ determined that Disputes Board Error occurred, a Final Order Vacating Decision shall be deemed to have been issued for all purposes by the Executive Director

which (1) adopted the ALJ's proposal for decision; (2) ruled that the Disputes Board Decision is invalid, void and of no force and effect; and (3) remanded the Dispute to the Disputes Board for reconsideration (or, if the nature of the Disputes Board Error was a Conflict of Interest or Misconduct of a Disputes Board Member, a reconstituted Disputes Board after removal of such Disputes Board Member) without Disputes Board Error; or

ii. If the ALJ determined that no Disputes Board Error occurred, a Final Order Implementing Decision shall be deemed to have been issued for all purposes by the Executive Director which adopted the ALJ's proposal for decision and fully implemented the Disputes Board Decision.

8. **Judicial Appeal of Final Orders Under Substantial Evidence Rule.**

Each issued or deemed issued Final Order Implementing Decision and Final Order Vacating Decision shall be considered a final order for purposes of DB Contractor's ability to seek judicial appeal thereof under Section 201.112(d) of the Code under the substantial evidence rule. TxDOT and DB Contractor hereby agree that (a) pursuant to Section 2001.144(a)(4) of the Texas Government Code, each Final Order Implementing Decision and Final Order Vacating Decision shall be final (and therefore eligible for appeal under Section 201.112(d) of the Code) on the date such final order is issued or deemed issued by the Executive Director and (b) pursuant to Section 2001.145 of the Texas Government Code, TxDOT and DB Contractor hereby agree that the filing of a motion for rehearing shall not be a prerequisite for appeal of such final orders under Section 201.112(d) of the Code.

9. **Mediation.**

DB Contractor and TxDOT, by mutual agreement, may refer a Dispute (as well as any dispute with a Utility Owner relating to any Utility Adjustment) to mediation for resolution. The Parties shall use diligent efforts to convene and conclude any such mediation within 30 days after they agree to refer the Dispute to mediation. DB Contractor and TxDOT shall share equally the expenses of the mediation. If any Dispute has been referred to mediation by mutual agreement of the Parties, but the Dispute is not resolved within the foregoing 30-day period, then either Party can, on or after the 31st day, cease participating in such mediation. A Party shall give written notice to the other Party that it will no longer participate. The deadlines in this Appendix 1 for processing a Dispute are tolled, day for day, during mediation.

10. **Confidential Information**

a. Subject to the Public Information Act, all discussions, negotiations, Disputes Panel Process and Informal Resolution Procedures between the Parties to resolve a Dispute, and all documents and other written materials furnished to a Party or exchanged between the Parties during any such discussions, negotiations, or Informal Resolution Procedures, shall, to the extent allowed by law, be considered confidential and not subject to disclosure by either Party.

b. With respect to all discussions, negotiations, testimony and evidence between the Parties and/or in a proceeding before the Disputes Board, an administrative hearing before an ALJ or a judicial proceeding in court:

i. All information that has been deposited into escrow pursuant to Section 5.12.3 of the ITP shall be treated as confidential to the extent allowed by law by the Parties and the Disputes Board, the ALJ and the court, as applicable, and, further, shall be subject to a protective order issued by the Disputes Board, the ALJ or the court, as applicable, to protect such information from disclosure to third Persons.

ii. Either or both Parties may also request a protective order in any Disputes Board proceeding, SOAH administrative hearing or judicial proceeding to prohibit disclosure to third Persons of any other information that such Party or Parties believe(s) is confidential. Whether such a protective order will be issued by the Disputes Board, the ALJ or the court, as applicable, shall be determined under the standards set forth in the Texas Rules of Evidence, the Texas Rules of Civil Procedure, Section 223.204 of the Code and the Public Information Act.

11. **Dispute Resolution: Additional Requirements for Subcontractor Disputes**

For purposes of this Appendix 1, a "Subcontractor Dispute" shall include any Dispute by a Subcontractor, including also any pass-through claims by a lower tier Subcontractor, against DB Contractor that is actionable by DB Contractor against TxDOT and arises from Work, materials or other services provided or to be provided under the Contract Documents. If DB Contractor determines to pursue a Dispute against TxDOT that includes a Subcontractor Dispute, the following additional conditions shall apply:

a. DB Contractor shall identify clearly in all submissions pursuant to this Appendix 1, that portion of the Dispute that involves a Subcontractor Dispute.

b. Failure of DB Contractor to assert a Subcontractor Dispute on behalf of any Subcontractor at the time of submission of a related demand by DB Contractor, as provided hereunder, shall constitute a release and discharge of TxDOT by DB Contractor on account of, and with respect to, such Subcontractor Dispute.

c. DB Contractor shall require in all Subcontracts that all Subcontractors:

i. agree to submit Subcontractor Disputes to DB Contractor in a proper form and in sufficient time to allow processing by DB Contractor in accordance with this Appendix 1;

ii. agree to be bound by the terms of this Appendix 1 to the extent applicable to Subcontractor Disputes;

iii. agree that, to the extent a Subcontractor Dispute is involved, completion of all steps required under this Appendix 1 shall be a condition precedent to pursuit by the Subcontractor of any other remedies permitted by Law, including institution of a lawsuit against DB Contractor;

iv. agree that any Subcontractor Dispute brought against a Surety, that also is actionable against TxDOT through DB Contractor, shall be stayed until completion of all steps required under this clause (c); and

v. agree that the existence of a dispute resolution process for Disputes involving Subcontractor Disputes shall not be deemed to create any claim, right or cause of action by any Subcontractor against TxDOT. Subcontractors shall, at all times, have rights and remedies only against DB Contractor.

12. **Subsequent Proceedings**

a. **Exclusive Jurisdiction and Venue**

The Parties agree that the exclusive jurisdiction and venue for any legal action or proceeding, at law or in equity, that is permitted to be brought by a Party in court arising out of the Contract Documents shall be the district courts of Travis County, Texas.

b. **Admissibility of Disputes Resolution Proceedings**

The admissibility, in any administrative or judicial proceeding subsequent to this dispute resolution process, of the Parties' submittals and any TxDOT determinations shall be in the discretion of the appropriate administrative officer or the court in accordance with applicable Law.

13. **Continuation of Disputed Work.**

At all times during the Dispute Resolution Procedures set forth in this DBA, DB Contractor and all Subcontractors shall continue with the performance of the Work and their obligations, including any disputed Work or obligations, diligently and without delay, in accordance with this DBA, except to the extent enjoined by order of a court or otherwise approved by TxDOT in its discretion. DB Contractor acknowledges that it shall be solely responsible for the results of any delaying actions or inactions taken during the pendency of resolution of a Dispute relating to the Work even if DB Contractor's position in connection with the Dispute ultimately prevails. In addition, during the pendency of resolution of a Dispute relating to the Work, the Parties shall continue to comply with all provisions of the Contract Documents, the Project Management Plan, the Governmental Approvals and applicable Law.

14. **Records Related to Claims and Disputes**

Throughout the course of any Work that is the subject of any Dispute that is the subject of the Dispute Resolution Procedures of this DBC, DB Contractor shall keep separate and complete records of any extra costs, expenses, and other monetary effects relating to the disputed Work, and shall permit TxDOT access to these and any other records needed for evaluating the Dispute. These records shall be retained for a period of not less than one year after the date of resolution of the Dispute pertaining to such disputed Work (or for any longer period required under any other applicable provision of the Contract Documents).

15. **Interest**

This Section 15 applies only to claims that are subject to the Texas Prompt Payment Act, Government Code, Chapter 2251.

In the event a DB Contractor elects to pursue a formal Dispute with TxDOT under this Appendix 1, TxDOT shall notify DB Contractor whether it will dispute the claim not later than the 21st day after the date TxDOT

receives the claim. A payment becomes overdue and begins to accrue interest in accordance with the Texas Prompt Payment Act, Government Code, Chapter 2251.

16. **Attorneys' Fees**

A party shall pay the attorneys' fees of the other party for Disputes brought pursuant to this Appendix 1 only if such payment is required pursuant to the Texas Prompt Payment Act and the payment of attorneys' fees is ordered in a TxDOT administrative order or in a judicial order.

APPENDIX 2 TO EXHIBIT 20
DISPUTES BOARD AGREEMENT

THIS DISPUTES BOARD AGREEMENT (this "**Agreement**") is made and entered into this August 22, 2019, (the "**Effective Date**") by and between the Texas Department of Transportation ("**TxDOT**"), and Pegasus Link Constructors – LBJ East Project, an unincorporated joint venture consisting of Fluor Enterprises, Inc., a California corporation, and Balfour Beatty Infrastructure, Inc. a Delaware corporation ("**DB Contractor**"). TxDOT and DB Contractor are sometimes referred to individually herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. TxDOT and DB Contractor are parties to that certain Design-Build Contract for I-635 LBJ East Project, dated as of the Effective Date (the "**DBC**") and the other Contract Documents, all of which collectively comprise a comprehensive DBC under Chapter 223 of the Code.

B. Appendix 1 to Exhibit 20 to the DBA, among other things, provides for the establishment and operation of a disputes review board (each such board being referred to herein as the "**Disputes Board**") to resolve each Dispute if, as and when, a Dispute arises under the Contract Documents.

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein and in the Contract Documents, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

Section 1. Definitions and References.

1.1 All capitalized terms used in this Agreement and not defined or modified herein shall have the same meaning as set forth in the Contract Documents.

1.2 Appendix 1 to Exhibit 20 to the DBA, which, among other things, discusses the Disputes Board's role in resolving Disputes, is incorporated herein by reference.

1.3 Unless expressly indicated otherwise, all references in this Agreement to a "Section" mean the Section contained in this Agreement.

Section 2. Purpose and Role of the Disputes Board; Binding Disputes Board Decision.

The sole purpose of the Disputes Board is to fairly and impartially consider all Disputes brought to it and to resolve such Disputes in a Disputes Board Decision (as defined in Section 5.5 below). The Disputes Board is not a supervisory, advisory, or facilitating body and has no role other than as expressly described in this Agreement and in Appendix 1 to Exhibit 20 to the DBA. Notwithstanding that each Disputes Board Member will have been engaged by a Party under a Disputes Board Member Joinder Agreement (as defined in Section 3.1.2 below), none of the Disputes Board Members shall consider themselves an appointee, representative, agent or advocate of the Party who engaged him or her. Disputes Board Members are charged with discharging their responsibilities hereunder in an impartial, objective, independent and professional manner without regard to the particular interests of either Party. Upon completion of the remainder of procedures required under the Code and the DRP Rules, each Disputes Board Decision shall be final, conclusive, binding upon and enforceable against the Parties.

Section 3. Selection, Replacement and Removal of Disputes Board Members and Candidates.

3.1 Selection of Disputes Board Member Candidates and Disputes Board Members.

3.1.1 At all times, each Party shall endeavor to maintain a list of five candidates who satisfy the Disputes Board Member Qualifications (as defined in Section 4 below) and have been approved or deemed approved by the

other Party to serve on the Disputes Board (each such list being a "**Disputes Board Member Candidates List**"). As of the Effective Date, (a) TxDOT accepts and consents to the final Disputes Board Member Candidates List of DB Contractor previously approved or deemed approved by TxDOT on or before the Effective Date and (b) DB Contractor accepts and consents to the Disputes Board Member Candidates List of TxDOT previously approved or deemed approved by DB Contractor on or before the Effective Date.

3.1.2 If at any time, pursuant to Appendix 1 to Exhibit 20 to the DBA, a Dispute is referred by TxDOT or DB Contractor to the Disputes Board for resolution, each Party shall, within 15 days after notice of such referral is given or received, as applicable (or within 7 days after notice of a Fast-Track Dispute is given or received, as applicable), appoint and engage one of the preapproved candidates on its Disputes Board Member Candidates List to serve on the Disputes Board. The Disputes Board empanelled to resolve each Dispute shall consist of three individuals, except as otherwise provided for resolution of Small Claims under Section 5.3.3 or as the Parties may agree pursuant to Section 3.1.4 below, which shall consist of (a) one Disputes Board Member selected by TxDOT, (b) one Disputes Board Member selected by DB Contractor and (c) a third individual selected pursuant to Section 3.1.3 below. To set forth the terms and conditions of such appointment and engagement, each Party and its appointed Disputes Board Member shall enter into a Disputes Board Member Joinder Agreement in the form attached hereto as Attachment 1 (each such agreement, upon execution, being referred to herein as a "**Disputes Board Member Joinder Agreement**" and incorporated herein by reference).

3.1.3 The two Disputes Board Members appointed to the Disputes Board shall, as their first duty following appointment shall, within 15 days after their appointment (or within 7 days after their appointment, if the Dispute for resolution by the Disputes Board is a Fast-Track Dispute), select the third Disputes Board Member (the **"Disputes Board Chair"**) from among the remaining candidates that appear on the Parties' Disputes Board Member Candidate Lists. If the two Disputes Board Members appointed by DB Contractor and TxDOT are unable to reach agreement on their selection of the Disputes Board Chair within such time period, then either DB Contractor or TxDOT or both shall request that the Chief Administrative Judge of the Travis County District Courts select the Disputes Board Chair from among the remaining candidates that appear on the Parties' Disputes Board Member Candidate Lists. Both Parties waive all rights to appeal the decision of the Chief Administrative Judge, except if the individual designated by such judge to serve as the Disputes Board Chair is not among the qualified and approved candidates remaining on the Parties' Disputes Board Member Candidate Lists. Within 15 days after the selection of the Disputes Board Chair by the two appointed Disputes Board Members or the Chief Administrative Judge (or within 7 days after such selection if the Dispute is a Fast-Track Dispute), the Party on whose list the Disputes Board Chair appears and the individual selected to serve as the Disputes Board Chair on the Disputes Board shall enter into a Disputes Board Member Joinder Agreement.

3.1.4 The Parties may mutually agree at any time prior to the Dispute Board's issuance of a Disputes Board Decision that the relevant Dispute shall be resolved by the Disputes Board Chair alone rather than by the three member Disputes Board, and any such agreement shall be irrevocable upon issuance of the joint written directive next described. If the Parties so agree, they shall issue a joint written directive to the Disputes Board (or to the two appointed Disputes Board Members or the Chief Administrative Judge of the Travis County District Courts, if such Disputes Board Members or Chief Administrative Judge are or is then in the process of selecting the Disputes Board Chair pursuant to Section 3.1.3 above) stating their mutual agreement that the Disputes Board Chair alone shall resolve the relevant Dispute. If the Parties issue such a joint written directive, the Disputes Board Chair rather than the Disputes Board shall resolve the relevant Dispute in accordance with the terms and conditions of this Agreement (except insofar as this Agreement contemplates resolution of a Dispute by a three member Disputes Board) and, if the three member Disputes Board had been previously empanelled, the two Party-appointed Disputes Board Members shall be dismissed from any further service on the Disputes Board.

3.2 Replacing Candidates on a Party's Disputes Board Member Candidates List.

3.2.1 At any time, either Party may replace any of the individuals on its Disputes Board Member Candidates List that are not then serving on the Disputes Board, provided, however, that no such individual shall be

added to the Disputes Board Member Candidates List of the proposing Party (the **"Nominating Party"**) until complete Disclosure Statements on such individual are furnished to the other Party (the **"Evaluating Party"**) and the Evaluating Party approves or is deemed to approve such individual for inclusion on the Nominating Party's Disputes Board Member Candidates List. **"Disclosure Statements"** shall consist of the proposed Disputes Board Member candidate's resume of experience and a discussion of the Disputes Board Member Qualifications as they apply to the proposed candidate. Within 30 days after receipt of a proposed candidate's Disclosure Statements by the Evaluating Party (the **"Disputes Board Member Candidate Evaluation Period"**), the Evaluating Party shall evaluate the proposed candidate's Disclosure Statements and notify the Nominating Party as to whether the candidate is approved by the Evaluating Party for inclusion on the Nominating Party's Disputes Board Member Candidates List.

3.2.2 During the Disputes Board Member Candidate Evaluation Period, the Evaluating Party (a) shall submit written inquiry to the Nominating Party if, in the Evaluating Party's reasonable judgment, the Disclosure Statements for the proposed candidate are incomplete such that, if they are not supplemented to the Evaluating Party's reasonable satisfaction, such incompleteness will comprise a basis for the Evaluating Party's disapproval of the proposed candidate and (b) may submit written inquiries to the Nominating Party if the Evaluating Party has questions or concerns about the proposed candidate's qualifications to serve on the Disputes Board in light of the Disputes Board Member Qualifications. Within fifteen days after the Nominating Party's receipt of any such written inquiry from the Evaluating Party, the Nominating Party shall (or shall cause the proposed candidate to) furnish a written response to the Evaluating Party's inquiry. The Evaluating Party may submit up to three such written inquiries. The Disputes Board Member Candidate Evaluation Period shall be extended a total of 30 days (including the 15 day inquiry response period) for each written inquiry made by the Evaluating Party. The submission of incomplete Disclosure Statements (following written inquiry from the Evaluating Party so that the Nominating Party has the opportunity to supplement any such incomplete Disclosure Statements) or failure by the Nominating Party or its proposed candidate to fully respond to the Evaluating Party's written inquiry shall constitute a basis for the Evaluating Party to disapprove the proposed candidate during the Disputes Board Member Candidate Evaluation Period. If the Evaluating Party notifies the Nominating Party of its approval, or does not notify the Nominating Party of its disapproval, of a proposed candidate within the Disputes Board Member Candidate Evaluation Period, such candidate shall be approved or deemed approved by the Evaluating Party.

3.2.3 During the course of the Nominating Party replacing five consecutive potential candidates on its Disputes Board Member Candidates List on a cumulative basis over time, the Evaluating Party may, upon notice to the Nominating Party, disapprove up to two proposed candidates for any or no reason. The Evaluating Party may, upon notice to the Nominating Party, only disapprove all subsequently proposed candidates of the Nominating Party based on any such candidate's failure to satisfy the Disputes Board Member Qualifications (which failure shall be described in detail in the Evaluating Party's notice of disapproval).

3.2.4 In furtherance of the Parties' objective of having in place at all times two Disputes Board Member Candidate Lists comprised of five nominated and approved candidates meeting the Disputes Board Qualifications, but subject to the provisions of Section 3.2.3, if the Evaluating Party does not approve a proposed candidate for inclusion on the Nominating Party's Disputes Board Member Candidates List, the Nominating Party shall propose subsequent candidates in reasonably rapid succession, and the selection process shall continue until the Evaluating Party's approval is obtained or deemed obtained as to a proposed candidate's inclusion on the Nominating Party's Disputes Board Member Candidates List.

3.2.5 If the Evaluating Party disapproves a proposed candidate of the Nominating Party due to failure of such candidate to satisfy the Disputes Board Member Qualifications, but the Nominating Party disagrees that such candidate is not qualified or eligible for service, the Nominating Party may initiate Informal Resolution Procedures and then, if such disagreement is not resolved to the Nominating Party's satisfaction, Dispute Resolution Procedures in order to resolve such Dispute.

3.3 Removal of Disputes Board Member; Appointment of Replacement.

3.3.1 The appointment of a Disputes Board Member (including the Disputes Board Chair) to the Disputes Board may be terminated at any time by any of the Persons specified below in this Section 3.3.1 due to the occurrence of Misconduct or due to Conflict of Interest not previously waived under Section 4.3.1 (such termination constituting a termination "**For Cause**" hereunder), effective upon service of such Person's notice of termination on the affected Disputes Board Member and, if the terminating Person is a Party, the other Party or, if the terminating Person is not a Party, the Parties. Following termination and removal of a Disputes Board Member For Cause or the death or resignation of a Disputes Board Member, the Disputes Board shall not proceed with the resolution of the applicable Dispute until a replacement Disputes Board Member has been appointed.

(a) Any two members of the Disputes Board may terminate the third Disputes Board Member's appointment For Cause;

(b) TxDOT and DB Contractor may, upon mutual agreement, terminate any Disputes Board Member's appointment For Cause or without cause; and

(c) TxDOT or DB Contractor may unilaterally terminate the appointment of any Disputes Board Member For Cause.

Provided, however, that if a Disputes Board Member's appointment is terminated For Cause and a Party disagrees that such Disputes Board Member should have been terminated For Cause, such Party may, within 5 Business Days after notice of the Disputes Board Member's termination of appointment is received, initiate Informal Resolution Procedures and then, if such disagreement is not resolved to the disagreeing Party's satisfaction, Dispute Resolution Procedures in order to resolve such Dispute. A Party may not unilaterally or by mutual agreement with the other Party terminate the appointment of any Disputes Board member For Cause and then dispute the proprietary of such termination.

3.3.2 In the event that one or more Disputes Board Members needs to be replaced due to removal, death or resignation of one or more Disputes Board Members, replacement Disputes Board Members shall be appointed in the same manner as the predecessor Disputes Board Members(s) until the Disputes Board is reconstituted as a three person board. The appointment of each replacement Disputes Board Member will begin as soon as notice of removal, death or resignation is given or received and shall be completed as soon as possible, but in no event more than 30 days thereafter.

Section 4. Qualifications and Conduct of Disputes Board Members.

"Disputes Board Member Qualifications," as they pertain to each Disputes Board Member or proposed candidate for inclusion on a Party's Disputes Board Member Candidate List, consist of the requisite experience described in Section 4.1 below and the absence of grounds for disqualification as described in Section 4.2 below.

4.1 Requisite Experience. All Disputes Board Members shall be attorneys who (a) are retired judges with at least ten years prior experience as a sitting judge or (b) are active members of the State Bar of Texas or any other state bar with at least ten years prior experience acting as mediators, arbitrators or dispute board members for commercial disputes, in either case who have not been subject to disciplinary action within the past ten years. Preference shall be given to attorneys who, in addition to meeting the foregoing qualifications, are also experienced in interpreting or adjudicating contract rights and claims involving financing, design, construction, operations and/or maintenance of public infrastructure projects.

4.2 Disqualification. No Disputes Board Member shall have a financial interest in the Design-Build Agreement, in any Subcontract or the Project or in the outcome of any Dispute decided hereunder, except for payments to that member for services on the Disputes Board.

4.3 Effect of Party's Prior Approval of Disputes Board Member.

4.3.1 An Evaluating Party's approval or deemed approval of a proposed candidate for inclusion on the Nominating Party's Disputes Board Member Candidates List shall constitute an irrevocable waiver of any subsequent objection to such individual's lack of qualifications under Section 4.1 (except if such individual's lack of qualifications constitutes Misconduct, as addressed in Section 4.3.2 below).

4.3.2 No approval or deemed approval by the Evaluating Party of a proposed candidate for inclusion on the Nominating Party's Disputes Board Member Candidates List shall constitute a waiver of any objection to a Conflict of Interest or Misconduct of such individual under Section 4.2, except that any matter fully disclosed in an individual's Disclosure Statements prior to inclusion of such individual on the Nominating Party's Disputes Board Member Candidates List with the approval or deemed approval of the Evaluating Party may not be subsequently asserted by the Evaluating Party as a Conflict of Interest or Misconduct constituting grounds for termination and removal of such individual from the Nominating Party's Disputes Board Member Candidates List or from service as a Disputes Board Member on the Disputes Board.

Section 5. Procedures and Scope of Work of the Disputes Board.

5.1 Procedures; Modification of Procedures. The Disputes Board shall conduct its proceedings to resolve a Dispute in accordance with the requirements specified or referenced herein; provided, however, that:

(a) The Parties may jointly modify the procedures applicable to the Disputes Board's proceedings to resolve a Dispute, effective upon the Disputes Board Chair's receipt of the Parties' written notice of the Parties' mutually agreed modification of such procedures describing such modification in detail (the foregoing being without limitation to any requirements applicable to the Parties' amendment of the DBC or any requirements applicable to modification of the DRP Rules or the Sections of the Code under which the DRP Rules are promulgated); and

(b) The Disputes Board may modify the procedures applicable to its proceedings to resolve a Dispute so as to be more responsive to the needs of the Parties, provided that (i) the Disputes Board Chair issues written notice to the Parties describing the proposed modification in detail and (ii) both Parties give their written consent thereto, effective upon the Disputes Board Chair's receipt of the Parties' written consent thereto.

5.2 Ineligible Matters. As a preliminary matter prior to consideration of the underlying matter, the Disputes Board shall hear, consider and render a Disputes Board Decision with respect to the responding Party's assertion that a particular claim, demand, dispute, disagreement or controversy is an Ineligible Matter. Resolution of whether a claim, demand, dispute, disagreement or controversy is a Dispute that the Disputes Board has authority to resolve or an Ineligible Matter shall be resolved as a preliminary matter by the Disputes Board, and the Disputes Board Decision shall reflect that the underlying matter is a Dispute eligible for resolution by the Disputes Board unless a majority of the Disputes Board determines with positive assurance that such a determination would not be correct.

5.3 Procedures for Disputes Board's Resolution of Disputes.

5.3.1 The Disputes Board shall conduct its proceedings in accordance with the Commercial Rules, including time periods in which actions by the Disputes Board shall occur. "**Commercial Rules**" means the dispute resolution proceedings set forth in Attachment 2 attached hereto. For Fast-Track Disputes, the time frames provided in the Commercial Rules for Expedited Procedures (as defined in Attachment 2) shall apply in accordance with the Commercial Rules.

5.3.2 Each Disputes Board Member, or the Disputes Board Chair on behalf of the Disputes Board, shall promptly notify the Parties if any circumstances has or is likely to arise that would prevent prompt resolution of the applicable Dispute in accordance with the Commercial Rules and this Agreement.

5.3.3 The following provisions pertain to Small Claims:

(a) A **"Small Claim"** is a Claim or related or similar Claims which arise fairly contemporaneously out of the same set of acts, events or circumstances that the Parties mutually agree to have resolved solely by the Disputes Board Chair. A non-binding example of a Small Claim is where the cumulative amount in controversy of a Claim or related or similar Claims is $100,000 or less.

(b) Once the Disputes Board Chair is appointed to resolve a Small Claim, the other two Disputes Board Members shall be released from further service. Thereafter, in the context of the Disputes Board Chair's resolution of a Small Claim hereunder, all references in the Dispute Resolution Procedures established in Appendix 1 to Exhibit 20 to the DBA to the "Disputes Board" or the "Disputes Board Members" shall mean and refer to the Disputes Board Chair. At any time prior to the close of the Disputes Board hearing under R-27 of the Commercial Rules, if, due to amendment of the Dispute as to the amount in controversy, aggregation of the Dispute with other Disputes or other changes that cause a Party to no longer consent to resolution of the Dispute as a Small Claim by the Dispute Board Chair, such Party may, upon notice to the Disputes Board Chair and the other Party, withdraw its assent to resolution of the Dispute as a Small Claim by the Disputes Board Chair and require that a full three-member Disputes Board be empanelled to resolve such Dispute.

(c) The Disputes Board Chair shall have no authority to award compensation or damages in a Disputes Board Decision regarding a Small Claim aggregating more than $100,000, and TxDOT or DB Contractor as the claiming Party, as the case may be, asserting a Small Claim hereby irrevocably waives any right, at law or in equity, to any damages or award arising out of such Small Claim in excess of $100,000; provided, however, that the amount of $100,000 as stated in this Section 5.3.3(c) shall be adjusted on every fifth anniversary of the Effective Date by the percentage increase (if any) in the CPI between the date the CPI was most recently published before the Effective Date and the date most recently published before the date of adjustment.

5.4 Aggregation of Disputes. Either Party shall be entitled to request the Disputes Board to aggregate the consideration of multiple Disputes for resolution by the Disputes Board where common questions of fact, Law and contract interpretation and the efficiencies to be gained in conducting a single proceeding to resolve all such Disputes merit the aggregate consideration of all such Disputes. Upon receipt of such a request, the Disputes Board shall consider the aggregated Disputes in a single proceeding unless, as a preliminary matter, the Disputes Board determines (after considering any evidence presented by the Parties in support of, or in opposition to, the proposed aggregation of such Disputes for resolution in a single proceeding) that there are insufficient common questions of fact, Law and contract interpretation among the proposed aggregated Disputes and/or the efficiencies to be gained by conducting a single proceeding to resolve such Disputes are outweighed by the need for separate and independent resolution of some or all of the proposed aggregated Disputes (as specified in the Disputes Board Decision on this matter) by a separately empanelled Disputes Board in a separate proceeding. A Disputes Board Decision regarding whether Disputes will be aggregated for resolution in a single proceeding before the Disputes Board shall be final, binding and not subject to appeal.

5.5 Issuance of Disputes Board Decision and Any Minority Report. The Disputes Board should make every effort to reach a unanimous decision among the Disputes Board Members. If this proves infeasible, the dissenting Disputes Board Member may prepare a minority report. Within 20 days after the final hearing on an Dispute (other than a Fast-Track Dispute, in which case within 5 days after the final hearing the Fast-Track Dispute), the Disputes Board Chair shall issue the Dispute Board's written decision (each, a "**Disputes Board Decision**"), together with its written findings of fact and conclusions of law in support of the Disputes Board Decision, to the Parties.

5.6 Confidential Materials; Return or Destruction Thereof. "**Confidential Materials**" are all discussions, negotiations, testimony and evidence between the Parties and/or in a proceeding before the Disputes Board that are confidential pursuant to Section 10 of Appendix 1 to Exhibit 20 to the DBA. Each Disputes Board Member shall

maintain the privacy of Confidential Materials pursuant to Section 10 of Appendix 1 to Exhibit 20 to the DBA. Within 30 days after issuance of the Final Order Implementing Decision, the Disputes Board Chair shall furnish written notice to each Party listing the Confidential Materials in the Disputes Board's possession and, except for those Confidential Materials that a Party directs the Disputes Board to return to such Party in writing within 15 days after receipt of such notice, the Disputes Board Chair shall destroy all copies of all Confidential Materials in the Disputes Board's possession. Until the time for the Disputes Board Chair's issuance of the foregoing written notice, the Disputes Board shall hold all Confidential Materials in confidence other than making them available for production into evidence in subsequent proceedings.

5.7 Dissolution of Disputes Board. Once the Disputes Board Decision of the Disputes Board becomes final and the Executive Director has issued a Final Order Implementing Decision, the Disputes Board shall be dissolved and the Disputes Board Members serving on such Disputes Board shall be released from further service.

Section 6. Necessity of Submission of Dispute to Disputes Board.

A Party's submission of a Dispute to the Disputes Board for resolution and the Dispute Board's issuance of the Disputes Board Decision shall be conditions precedent to any subsequent proceeding concerning such Dispute, except as otherwise provided in Appendix 1 to Exhibit 20 to the DBA.

Section 7. TxDOT and DB Contractor Responsibilities.

7.1 TxDOT Responsibilities. TxDOT shall serve upon each Disputes Board Member one copy of the Contract Documents. TxDOT shall also serve upon each Disputes Board Member (and concurrently upon DB Contractor) any other documents which are or may become pertinent to the activities of the Disputes Board, including but not limited to any Change Order, Directive Letter or other written direction, instruction, determination or decision of TxDOT.

7.2 DB Contractor Responsibilities. DB Contractor shall serve on each Disputes Board Member (and concurrently on TxDOT) one set of any documents which are or may become pertinent to the activities of the Disputes Board, except those documents furnished by TxDOT. Such documents may include, but shall not be limited to, any drawings or sketches, calculations, procedures, schedules, estimates or other documents and Submittals which are used in the performance of the Work or in justifying or substantiating DB Contractor's position.

7.3 Parties' Responsibilities for Costs and Expenses; Cooperation.

7.3.1 Each Party shall be responsible and make payment for its one-half share of all facilities fees, support services costs and other expenses of the Disputes Board's proceedings within 30 days after receipt of invoices for such costs and expenses. A Party that disputes an invoice for any such cost or expense relating to the Disputes Board's proceedings shall notify the other Party of such dispute promptly after receipt of such invoice. If either Party fails to pay its share of the amount owing under any invoice for such costs and expenses at the time require for payment, then, unless the non-paying Party is disputing the amount due, (a) the other Party may make payment in lieu of the non-paying Party and (b) the paying Party will be entitled to recover (or offset) the amount paid on behalf of the refusing Party, with interest at the maximum rate permitted by Law, no matter which Party is the prevailing Party.

7.3.2 Each Party shall diligently cooperate with the Disputes Board and the other Party and shall perform such acts as may be necessary to obtain an efficient and expeditious resolution of the Dispute submitted to the Disputes Board. If either Party fails to diligently cooperate with the Disputes Board or the other Party (upon evidence of such failure presented to and evaluated by the Disputes Board) and the Disputes Board determines that such failure was egregious, the Disputes Board shall take into account such egregious failure to cooperate in its determination of the Disputes Board Decision; subject, however, to the limitations on the Disputes Board's authority set forth in Section 4 of Appendix 1 to Exhibit 20 to the DBA.

Section 8. Term.

Consistent with the DRP Rules, the term of this Agreement shall commence on the Effective Date and continue in full force and effect for the Term of the DBC and thereafter for so long as either Party has any obligation originating under the Contract Documents until the applicable statute of limitations on any Dispute in regard to such obligation has expired.

Section 9. Payment of Disputes Board Members' Fees, Costs and Expenses.

9.1 Payment for Services. Payment of fees for work performed and services rendered by each Disputes Board Member and for his or her direct out-of-pocket costs and expenses shall be calculated in accordance with the payment terms set forth for such Disputes Board Member in his or her respective Disputes Board Member Joinder Agreement. The personal services of the Disputes Board Member are a condition to receiving payments hereunder. Such payments shall be full compensation for work performed and services rendered by each respective Disputes Board Member, and for all labor, materials, supplies, equipment and incidentals necessary for such Disputes Board Member's participation in the operation of the Disputes Board.

9.2 Disputes Board Member Invoices. Each Disputes Board Member shall submit invoices on a monthly basis concurrently to TxDOT and DB Contractor for payment for such Disputes Board Member's work performed and services rendered in the prior month. Such invoices shall be in a format approved by TxDOT and DB Contractor, accompanied by an itemization of days and hours billed along with a description of activities performed during each day in that billing period, and an itemization of direct non-salary costs incurred supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data. The amount to be paid shall be established from the applicable billing rate set forth in each Disputes Board Member's Disputes Board Member Joinder Agreement plus costs and expenses in accordance with such agreement.

9.3 Payment by Parties. Each Party shall be responsible and make payment for its one-half share of all fees, costs and expenses of the Disputes Board Members' service on the Disputes Board. Each Disputes Board Member will be paid within 30 days of the Parties' receipt and acceptance of invoices therefor. A Party that disputes a Disputes Board Member's invoice shall notify such member and the other Party of such dispute promptly after receipt of such invoice. If either Party fails to pay its share of the amount owing to any Disputes Board Member at the time required for payment, then, unless the non-paying Party is disputing the amount due, (a) the other Party may make payment in lieu of the non-paying Party and (b) the paying Party will be entitled to recover (or offset) the amount paid on behalf of the refusing Party, with interest at the maximum rate permitted by Law, no matter which Party is the prevailing Party.

9.4 Retention of Cost Records and Accounts. Disputes Board Members shall keep available for inspection by representatives of TxDOT and DB Contractor, for a period of five years after the final payment, the cost records and accounts pertaining to this Agreement and the performance of work and rendition of services as a member of the Disputes Board. If any claim arising out of, in connection with, or related to this Agreement is initiated before the expiration of the five year period, the cost records and accounts shall be retained until such claim involving the records is completed.

9.5 Parties to Bear Own Costs. Each Party shall bear its own costs arising out of or in connection with the Dispute Resolution Procedures.

9.6 Diligent Cooperation. The Parties shall diligently cooperate with one another and the Disputes Board, and shall perform such acts as may be necessary to obtain an efficient and expeditious resolution of Disputes submitted to the Disputes Board. If either Party refuses to diligently cooperate, and the other Party, after first giving notice setting forth the Party's basis for its contention of non-cooperation and requesting specific action, incurs additional costs or attorneys', accountants' and expert witness fees solely as a result of such failure to diligently cooperate, then the Disputes Board may award such additional costs and, accountants' and expert witness fees to

the Party giving such notice, even if such Party is not the prevailing Party in the Dispute. The Party so entitled to such award shall have the right to pursue and enforce it in any subsequent proceedings.

Section 10. Nonassignability.

Disputes Board Members shall not assign or delegate any of the work or services to be rendered in connection with the Dispute Resolution Procedures without the prior written consent of both TxDOT and DB Contractor.

Section 11. Legal Relations.

11.1 Disputes Board Member as Independent Contractor. The Parties mutually understand and agree that any Disputes Board Member, in the performance of duties as a Disputes Board Member on the Disputes Board, is acting in the capacity of an independent contractor and not as an employee or agent of TxDOT or DB Contractor. No Disputes Board Member will be entitled to any employee benefits from either Party.

11.2 No Effect on Potential Liabilities Under the Contract Documents or by Law. Except for the payment, offset and reimbursement obligations agreed to by the Parties as set forth herein, nothing in this Agreement alters the potential liabilities of either Party as provided under the Contract Documents and, subject to the terms and conditions of the Contract Documents, by Law.

11.3 Damages Waiver. Neither TxDOT nor DB Contractor will hold any Disputes Board Member responsible for claims, damages, losses and expenses, including, but not limited to attorneys' fees and expenses, arising out of or resulting from the actions and recommendations of the Disputes Board, and the Parties expressly waive any right to the foregoing, except as a result of fraud, willful misconduct or criminal actions of the applicable Disputes Board Member.

Section 12. Applicable Law.

The Disputes for resolution by the Disputes Board shall be governed by and resolved under the Laws of the State of Texas, without regard to conflicts of law principles that would refer one to the Laws of another State.

Section 13. Amendment in Writing.

This Agreement may be altered, amended or revoked only by an instrument in writing signed by each Party. No verbal agreement or implied covenant or agreement shall be held to vary the terms hereof, any statute, law or custom to the contrary notwithstanding.

Section 14. Complementary Provisions; Order of Priority.

The Parties intend for the procedures established in Appendix 1 to Exhibit 20 to the DBA and any other relevant provisions of the Contract Documents, and the terms and conditions of this Agreement (except where this Agreement says they shall not apply), to be complementary. In the event of any conflict between this Agreement and Appendix 1 to Exhibit 20 to the DBA or any other relevant provision of the Contract Documents, the DBC or other DRP governed agreement shall control.

Section 15. Notices.

Notices hereunder shall be sent as provided in Section 9.1 of the DBA. The address for each Disputes Board Member shall be set forth on the signature page of each Disputes Board Member Joinder Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

DB CONTRACTOR:

PEGASUS LINK CONSTRUCTORS – LBJ EAST PROJECT

By: Fluor Enterprises, Inc.

By_____
Robert Stevens
Vice President

By: Balfour Beatty Infrastructure, Inc.

By_____
John Rempe
President and Chief Executive Officer

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
James M. Bass
Executive Director

ATTACHMENT 1 TO DISPUTES BOARD AGREEMENT

DISPUTES BOARD MEMBER JOINDER AGREEMENT

This DISPUTES BOARD MEMBER JOINDER AGREEMENT (this "Agreement") is entered into [●] by and between _____ [Specify TxDOT or DB Contractor] (the "Appointing Party"), and _____, an individual (the "Disputes Board Member").

RECITALS

A. TxDOT and DB Contractor are parties to that certain Design-Build Contract for the I-635 LBJ East Project, dated as of the Effective Date (the "**DBC**") and the other Contract Documents, all of which collectively comprise a design-build agreement under Chapter 223 of the Code.

B. Appendix 1 to Exhibit 20 to the DBA, among other things, provides for the establishment and operation of a disputes review board (each such board being referred to herein as the "**Disputes Board**") to resolve each Dispute if, as and when, a Dispute arises under the Contract Documents.

C. The Appointing Party desires to appoint the Disputes Board Member to the Disputes Board to resolve such a dispute and the Disputes Board Member desires to accept such appointment, each on the terms and conditions set forth in Appendix 1 to Exhibit 20 to the DBA, the Disputes Board Agreement and this Agreement, and for that purpose, the parties hereto have agreed to enter into this Agreement pursuant to Section 3.1.2 of the Disputes Board Agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein and in the Disputes Board Agreement, the receipt and sufficiency of which the parties hereto hereby acknowledge, the parties hereto hereby agree as follows:

Section 1. Definitions and References.

1.1 All capitalized terms used in this Agreement and not defined or modified herein shall have the same meaning as set forth in the Contract Documents and, if not defined therein, in the Disputes Board Agreement.

1.2 The Disputes Board Agreement and Appendix 1 to Exhibit 20 to the DBA, which, among other things, discusses the Disputes Board's role in resolving Disputes, are incorporated herein by reference.

Section 2. Appointment.

2.1 Appointment. The Appointing Party appoints the Disputes Board Member to the Disputes Board to serve thereupon and resolve the applicable Dispute, and the Disputes Board Member accepts such appointment and agrees to perform such service, each in accordance with the terms and conditions of Appendix 1 to Exhibit 20 to the DBA, the Disputes Board Agreement and this Agreement.

2.2 Term of Service. The Disputes Board Member shall serve on the Disputes Board through resolution of the Dispute before the Disputes Board and issuance of the Final Order Implementing Decision in respect thereto, except that (a) unless he or she is the Disputes Board Chair, he or she may be earlier dismissed from service pursuant to Section 5.3.3(b) of the Disputes Board Agreement because the dispute to be resolved is a Small Claim; (b) the Disputes Board Member may resign for health considerations or other reasons of disability; or (c) the Disputes Board Member shall resign if he or she discovers facts or circumstance that would, in such member's reasonable good faith judgment, prevent such member from discharging his or her duties in the resolution of a Dispute in the impartial and objective manner required under the Disputes Board Agreement or facts or circumstances that such member reasonably and in good faith believes would result in a Party terminating such member's appointment For

Cause. The Disputes Board Member shall endeavor to give 30 days' notice prior to the effective date of his or resignation.

Section 3. Representations, Warranties and Covenants.

3.1 Representations and Warranties. The Disputes Board Member hereby represents and warrants to TxDOT and DB Contractor, under penalty of perjury, that such Disputes Board Member satisfies the Disputes Board Member Qualifications.

3.2 Covenants. The Disputes Board Member covenants to TxDOT and DB Contractor that he or she:

(a) Shall be bound by and perform such member's obligations with respect to the Dispute Resolution Procedures in accordance with the procedures established under Appendix 1 to Exhibit 20 to the DBA;

(b) Shall not engage in any conduct, including, but not limited to, having any communications, dealings or interactions with either Party, the Conflicts Group or any other Person in any manner, that would be or result in a Disputes Board Error; and

(c) Shall preserve, maintain and protect the confidentiality of Confidential Materials in accordance with Section 10 of Appendix 1 to Exhibit 20 to the DBA.

Section 4. Compensation.

4.1 Invoicing and Payment. The Disputes Board Member's hourly billing rate and costs and expenses for service on the Disputes Board or means for calculating same are attached hereto as Annex I. Invoicing and payment of fees, costs and expenses shall take place in accordance with Sections 9.1, 9.2 and 9.3 of the Disputes Board Agreement.

4.2 No Compensation After Termination. If the Disputes Board Member's appointment to the Disputes Board is terminated, whether For Cause or otherwise, the Disputes Board Member will not be entitled to receive payment for any services rendered or costs and expenses incurred after the date of termination of such appointment.

Section 5. General Provisions.

5.1 Third Party Beneficiary. Whichever of TxDOT or DB Contractor that is not the Appointing Party is an express third party beneficiary of this Agreement entitled to enforce the terms and conditions hereof against the Disputes Board Member.

5.2 Nonassignability. The Disputes Board Member shall not assign or delegate any of the work or services to be rendered in connection with the Dispute Resolution Procedures without the prior written consent of both TxDOT and DB Contractor.

5.3 Disputes Board Member as Independent Contractor. The Disputes Board Member is acting in the capacity of an independent contractor and not as an employee or agent of TxDOT or DB Contractor. The Disputes Board Member is not entitled to any employee benefits from either Party.

5.4 Consequential Damages Waiver. In no event shall TxDOT or DB Contractor have any liability to the Disputes Board Member other than for payment of the Disputes Board Member's fees, costs and expenses hereunder. Neither TxDOT nor DB Contractor shall be liable to the Disputes Board Member for any special, consequential, indirect, enhanced, punitive, or similar damages (including lost profits that are not direct damages), including but not limited to attorneys' fees and expenses, arising under or in connection with this Agreement, and the Disputes Board Member expressly waives any right to the foregoing.

5.5 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to conflicts of law principles that would refer one to the Laws of another State.

5.6 Entire Agreement. This Agreement, and the documents referenced herein, contain the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties hereto with respect to its subject matter.

5.7 Amendment in Writing. This Agreement may be altered, amended or revoked only by an instrument in writing signed by each Party. No verbal agreement or implied covenant or agreement shall be held to vary the terms hereof, any statute, law or custom to the contrary notwithstanding.

5.8 Survival. This Agreement shall automatically terminate upon expiration or termination of the Disputes Board Member's service hereunder, except that the provisions of this Section 5 shall survive termination of this Agreement.

5.9 Counterparts. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the day and year first set forth above.

Appointing Party:
[TxDOT or DB Contractor]

By_____
Name:_____
Title:_____

Disputes Board Member

By: _____
Name:_____
Address:
_____
_____
_____
_____

Annex 1
to
Disputes Board Member Joinder Agreement

Fees, Costs, and Expenses

[*to be attached*]

ATTACHMENT 2 TO DISPUTES BOARD AGREEMENT

COMMERCIAL RULES

R-1. Agreement of The Parties

(a) The "Expedited Procedures" means the rules set forth in Sections E-1 through E-6 below. Unless the Parties determine otherwise, the Expedited Procedures shall apply to Fast-Track Disputes in addition to any other portion of these rules that is not in conflict with the Expedited Procedures.

(b) The "Procedures for Large, Complex Commercial Disputes" means the rules set forth in Sections L-1 through L-3 below. Unless the Parties agree otherwise, such Procedures shall apply to all cases in which the Dispute is valued at $500,000 or more, exclusive of claimed interest, fees and costs. The Parties may also agree to use such Procedures in cases involving non-monetary Disputes. Such Procedures shall be applied in addition to any other portion of these rules that is not in conflict with the Procedures for Large, Complex Commercial Disputes.

(c) All other cases shall be administered in accordance with Sections R-2 through R-43 of these rules.

(d) If there is any inconsistency between these Commercial Rules and Appendix 1 to Exhibit 20 to the DBA, Appendix 1 to Exhibit 20 to the DBA shall control.

R-2. Disputes Board

The term "Disputes Board" in these Commercial Rules refers to the three member Disputes Board, constituted for a particular case, or to the Disputes Board Chair, as the context requires.

R-3. Assumed Objection

Unless the responding Party states otherwise in its response to the claiming Party's notice of referral of a Dispute to the Disputes Board, all aspects of the Dispute will be deemed to be denied by the other Party (other than any objection to the Disputes Board's authority to resolve the Dispute, which must be affirmatively asserted).

R-4. Changes of Claim

After notice of referral of a Dispute to the Disputes Board is given or received, if either Party desires to make any amended, new, or different claim or counterclaim, it shall be made in writing and filed with the Disputes Board. The Party asserting such an amended, new or different claim or counterclaim shall provide a copy to the other Party, who shall have 15 days from the date of such transmission within which to file an answering statement with the Disputes Board.

R-5. Jurisdiction

(a) The Disputes Board shall have the power to rule on its own jurisdiction, i.e., to determine if an alleged Dispute is an Ineligible Matter.

(b) The Disputes Board shall rule on jurisdictional objections as a preliminary matter prior to proceeding with proceedings to resolve the underlying Dispute.

R-6. Administrative Conference

At the request of either Party or upon the Disputes Board's own initiative, the Disputes Board may conduct an administrative conference, in person or by telephone, with the Parties and/or their representatives. The conference may address such issues as the replacement of one or more Disputes Board Members, potential

mediation of the Dispute, potential exchange of information, a timetable for hearings and any other administrative matters.

R-7. Appointment

Because the Disputes Board Agreement between the Parties specifies a method of appointing a Disputes Board, that designation or method shall be followed.

R-8. Disclosure

(a) Any person appointed or to be appointed as a Disputes Board Member shall disclose to the Parties any circumstance likely to give rise to justifiable doubt as to such Disputes Board Member's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the Parties or their representatives. Such obligation shall remain in effect throughout the period of such member's service on the Disputes Board.

(b) In order to encourage disclosure by Disputes Board Members and candidates, disclosure of information pursuant to this R-8 is not to be construed as an indication that the disclosing individual considers that the disclosed circumstance is likely to affect impartiality or independence.

R-9. Disqualification of Disputes Board Member

Each Disputes Board Member shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for:

(a) inability or refusal to perform his or her duties with diligence and in good faith, and

(b) any grounds for disqualification provided by applicable law, the Disputes Board Agreement or the Contract Documents.

R-10. No Ex Parte Communication with Disputes Board Members

(a) During the period that any Disputes Board Member is then serving on a Disputes Board, (i) neither Party, including its counsel or designated representatives, shall communicate ex parte with such Disputes Board Member and (ii) no Disputes Board Member shall communicate ex parte with any Person (other than other Disputes Board Members), including but not limited to, either Party, its counsel or designated representatives, regarding any aspect of the applicable Dispute.

(b) Each Party may communicate with individuals listed on its respective Disputes Board Member Candidates List for the purposes of (i) ascertaining their availability to serve on a particular Disputes Board and/or (ii) reconfirming such individuals' qualifications under the Disputes Board Member Qualifications and the absence of Conflicts of Interest and Misconduct, provided that the communicating Party simultaneously furnishes copies of all such written correspondence with such individuals to the other Party and gives the other Party advance notice and opportunity to participate in all verbal communication with such individuals. Ex parte communication regarding the substance of any Dispute between a Party and individuals listed on its respective Disputes Board Member Candidates List is prohibited.

R-11. Hearings After Filling of Vacancies

In the event of the appointment of a substitute Disputes Board Member, the panel of Disputes Board Members shall determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

R-12. Preliminary Hearing

(a) At the request of either Party or at the discretion of the Disputes Board, the Disputes Board may schedule as soon as practicable a preliminary hearing with the Parties and/or their representatives. The preliminary hearing may be conducted by telephone at the Disputes Board's discretion.

(b) During the preliminary hearing, the Parties and the Disputes Board should discuss the future conduct of the case, including clarification of the nature of the Dispute, a schedule for the hearings and any other preliminary matters.

R-13. Exchange of Information; Discovery

(a) At least five Business Days prior to the hearing, the Parties shall exchange (i) copies of all exhibits they intend to submit at the hearing and (ii) lists of witnesses anticipated to be called at the hearing, in each case except for witnesses or exhibits to be offered for the purpose of impeachment or rebuttal.

(b) The Disputes Board Chair is authorized to resolve any disputes concerning the exchange of information or the Parties' discovery.

R-14. Date, Time, and Place of Hearing

The Disputes Board Chair shall set the date, time, and place for each hearing at a neutral and reasonably cost-efficient location in Travis County, Texas that is reasonably convenient for the Parties. The Parties shall respond to requests for hearing dates in a timely manner, be cooperative in scheduling the earliest practicable date, and adhere to the established hearing schedule. The Disputes Board shall send a notice of hearing to the Parties at least 5 Business Days in advance of the hearing date, unless otherwise agreed by the Parties.

R-15. Attendance of Witnesses

Except for each Party's counsel and other authorized representative, upon the request of either Party or its own initiative, the Disputes Board shall have the power to require the exclusion of any witness or potential witness during the testimony of any other witness.

R-16. Representation

Each Party may be represented by counsel or other authorized representative. A Party intending to be so represented shall notify the other Party and the Disputes Board of the name and address of the representative at least three days prior to the date set for the hearing at which that person is first to appear. When such a representative initiates or responds for a Party in the course of the Dispute Resolution Procedures, notice is deemed to have been given by the Party represented by such representative.

R-17. Dispute Board Members' Certifications; Witness Oaths

Before proceeding with the first hearing, each Disputes Board Member shall have entered into a Disputes Member Joinder Agreement with a Party in which he or she certifies, under penalty of perjury as to his or her meeting the Disputes Board Member Qualification and the absence of Conflicts of Interest and Misconduct (and a covenant to not engage in Misconduct). The Disputes Board shall require witnesses to testify under oath.

R-18. Stenographic Record

Any Party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other Party of these arrangements at least three days in advance of the hearing. The requesting Party shall pay the cost of the record. If the transcript is agreed by the Parties, or determined by the Disputes Board to be the

official record of the proceeding, it must be provided to the Disputes Board and made available to the other Party for inspection, at a date, time, and place determined by the Disputes Board.

R-19. Interpreters

Any Party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

R-20. Postponements

The Disputes Board may postpone any hearing upon agreement of the Parties, upon request of a Party for good cause shown, or upon the Disputes Board's own initiative for good cause shown.

R-21. Proceedings in the Absence of a Party or Representative

The Dispute Board's proceedings may proceed in the absence of either Party or representative who, after due notice, fails to be present or fails to obtain a postponement. A Disputes Board Decision shall not be made solely on the default of a Party. The Disputes Board shall require the Party who is present to submit such evidence as the Disputes Board may require for the making of a Disputes Board Decision.

R-22. Conduct of Proceedings

(a) The claimant Party shall present evidence to support its claim. The respondent Party shall then present evidence to support its defense. Witnesses for each Party shall also submit to questions from the Disputes Board and the adverse Party. The Disputes Board has the discretion to vary this procedure, provided that the Parties are treated with equality and that each Party has the right to be heard and is given a fair opportunity to present its case.

(b) The Disputes Board, exercising is discretion, shall conduct the proceedings with a view to expediting the resolution of the Dispute and may direct the order of proof, bifurcate proceedings and direct the Parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

(c) The Parties may agree to waive oral hearings in any case.

R-23. Evidence

(a) The Parties may offer such evidence as is relevant and material to the Dispute and shall produce such evidence as they or the Disputes Board deems relevant and necessary to an understanding and determination of the Dispute. Conformity to the Texas Rules of Evidence shall be required, except where these Commercial Rules contain a contrary rule. All evidence shall be taken in the presence of all of the Disputes Board Members and both of the Parties, except where a Party fails to attend the hearing or has waived the right to be present.

(b) Subject to the Texas Rules of Evidence, the Disputes Board shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the Disputes Board to be cumulative or irrelevant.

(c) The Disputes Board shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

(d) Special discovery and evidentiary rules:

(i) The Disputes Board Chair shall, at the request of either Party, issue subpoenas for the attendance of witnesses or the production of books, records, documents or other evidence, whether for deposition or for hearing, in the manner provided by law for issuance of a subpoena in a civil action pending in a state district court. All

provisions of the Texas Rules of Civil Procedure for service and response to subpoenas in a civil action pending in state district court shall apply to subpoenas issued pursuant hereto.

(ii) Each Party shall be entitled to take depositions of witnesses and to propound written discovery in the manner, and to the extent, provided by Law for discovery in a civil action pending in a state district court, consistent with Rule 190.3 of the Texas Rules of Civil Procedure. The Disputes Board Chair shall, at the request of either Party, or may, on his or her own initiative, adopt a discovery control plan as contemplated by Rule 190.4 of the Texas Rules of Civil Procedure.

(iii) The disclosure of expert witness information and the depositions of designated expert witnesses shall be conducted as provided by the Texas Rules of Civil Procedure for cases in state district court.

(iv) At the hearing, each Party shall have the right to be heard, to present evidence, including expert witness testimony, and to cross-examine witnesses, including the Independent Engineer.

R-24. No Evidence by Affidavit; Post-hearing Filing of Documents or Other Evidence

(a) The Disputes Board may not receive and consider the evidence of witnesses by declaration or affidavit.

(b) If the Parties agree or the Disputes Board directs that documents or other evidence be submitted to the Disputes Board after the hearing, the documents or other evidence shall be transmitted to each Disputes Board Member. Both Parties shall be afforded an opportunity to examine and respond to such documents or other evidence.

R-25. Inspection or Investigation

The Disputes Board may find it necessary to make an inspection or investigation in connection with its proceedings and, if so, shall so advise the Parties. The Disputes Board shall set the date and time of such inspection or investigation and notify the Parties thereof. Any Party who so desires may be present at such an inspection or investigation. In the event that one or both of the Parties are not present at the inspection or investigation, the Disputes Board shall make an oral or written report to the Parties on the result or findings from such inspection or investigation and afford them an opportunity to comment.

R-26. Interim Measures

(a) The Disputes Board may take whatever interim measures it deems necessary, including measures for the protection or conservation of property and disposition of perishable goods.

(b) Such interim measures may take the form of an interim Disputes Board Decision.

(c) A request for interim measures addressed by a Party to a Travis County, Texas district court shall not be deemed incompatible with the agreement to have the underlying Dispute resolved by the Disputes Board or a waiver of the right to have the underlying Dispute resolved by the Disputes Board.

R-27. Closing of Hearing

The Disputes Board shall specifically inquire of both Parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the Disputes Board shall declare the hearing closed. If briefs are to be filed, the hearing shall be declared closed as of the final date set by the Disputes Board for the receipt of briefs. If documents are to be filed as provided in R-24 and the date set for their receipt is later than that set for the receipt of briefs, the later date shall be the closing date of the hearing. The time limit within which the Disputes Board is required to make the Disputes Board Decision shall commence, in the absence of other agreements by the Parties, upon the closing of the hearing.

R-28. Reopening of Hearing

The hearing may be reopened only upon application of a Party for good cause shown, as determined in the discretion of the Disputes Board, at any time before the Disputes Board Decision is issued. The Disputes Board may reopen the hearing and shall have 30 days from the closing of the reopened hearing within which to issue the Disputes Board Decision.

R-29. Waiver of Rules

Any Party who proceeds with the Disputes Board proceedings after knowledge that any provision or requirement of these rules has not been complied with and who fails to state an objection in writing to the other Party and the Disputes Board shall be deemed to have waived the right to object.

R-30. Extensions of Time

The Parties may modify any period of time in these rules by mutual agreement. The Disputes Board may for good cause extend any period of time established by these rules, except the time for issuance of the Disputes Board Decision. The Disputes Board shall notify the Parties of any extension.

R-31. Serving of Notice

(a) Any papers, notices, or process necessary or proper for the initiation or continuation of Disputes Board proceedings under these rules, for any court action in connection therewith, or for the entry of judgment on any Disputes Board Decision made under these rules shall be given in accordance with Section 9.1 of the DBA.

(b) Unless otherwise instructed by the Disputes Board, any documents submitted by either Party to the Disputes Board shall simultaneously be provided to the other Party.

R-32. Majority Decision

When the panel consists of more than one Disputes Board Member, a majority of the Disputes Board Members must make all decisions.

R-33. Time of Issuance of the Disputes Board Decision

The Disputes Board Decision shall be issued promptly by the Disputes Board and no later than 30 days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the Parties' transmittal of the final statements and proofs to the Disputes Board.

R-34. Form of Disputes Board Decision

(a) Any Disputes Board Decision shall be in writing and signed by a majority of the Disputes Board Members.

(b) The Disputes Board shall also issue written findings of fact and conclusions of law to accompany the Disputes Board Decision.

R-35. Scope of Disputes Board Decision

(a) The Disputes Board may determine the occurrence of any event that is a prerequisite to a Party's claim for any remedy or relief in the Dispute, and grant any remedy or relief to resolve the Dispute, that the Disputes Board deems just and equitable and within the scope of the agreement of the Parties under Appendix 1 to Exhibit 20 to the DBA, including, but not limited to, specific performance of any obligation under the Contract Documents.

(b) In addition to a final Disputes Board Decision, the Disputes Board may make other decisions, including interim, interlocutory, or partial rulings, orders, and decisions. In any interim, interlocutory, or partial Disputes Board Decision, the Disputes Board may assess and apportion the fees, expenses, and compensation related to such Disputes Board Decision as the Disputes Board determines is appropriate, subject, however, to the limitations of the Disputes Board's authority in Section 4(e) of Appendix 1 to Exhibit 20 to the DBA.

(c) In the final Disputes Board Decision, the Disputes Board shall assess compensation amounts. The Disputes Board may apportion fees and expenses between the Parties in such amounts as the Disputes Board determines is appropriate in its discretion, subject, however, to the limitations of the Disputes Board's authority under Section 4(e) of Appendix 1 to Exhibit 20 to the DBA.

R-36. Disputes Board Decision upon Settlement

If the Parties settle the Dispute during the course of the Disputes Board proceedings and if the Parties so request, the Disputes Board may set forth the terms of the settlement in a "consent Disputes Board Decision."

R-37. Acceptance of Delivery of Disputes Board Decision

The Parties shall accept as notice and delivery of the written Disputes Board Decision, together with the written findings of fact and conclusions of law, addressed and provided to them in the manner provided under Section 9.1 of the DBA.

R-38. Correction of Errors in Disputes Board Decision

Within 5 Business Days after the transmittal of a Disputes Board Decision, either Party, upon notice to the other Party, may request the Disputes Board, through the Disputes Board Chair, to correct any clerical, typographical, or computational errors in the Disputes Board Decision. The Disputes Board is not empowered under this R-38 to redetermine the merits of any Dispute already decided. The other Party shall be given 5 Business Days to object to the request on the ground that there is no clerical, typographical, or computational error in the decision. The Disputes Board shall perform the request correction of errors within 10 Business Days after transmittal by the Disputes Board Chair of the request for correction of errors unless the other Party objects. Any unresolved disagreement between the Parties as to the existence of a clerical, typographical, or computational error in the Disputes Board Decision can be subsequently pursued, if at all, under R-28.

R-39. Release of Documents for Subsequent Proceedings

The Disputes Board shall, upon the written request of a Party, furnish to the Party, at the Party's expense, certified copies of any papers in the Disputes Board's possession that may be required in further administrative or judicial proceedings relating to resolution of the Dispute.

R-40. Applications to Court and Exclusion of Liability

(a) No judicial proceeding by a Party relating to a Dispute shall be deemed a waiver of the Party's right to have the Dispute resolved by Dispute Board proceedings.

(b) Neither any Disputes Board Member nor the Disputes Board in a proceeding under these rules is a necessary or proper Party in judicial proceedings relating to a Dispute.

R-41. Expenses

The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the Dispute Board's proceedings, including required travel and other expenses of the Disputes Board, Disputes Board representatives, and any witness and the cost of any proof produced at the direct request of the Disputes Board, shall be borne equally by the Parties, unless they agree otherwise or unless the Disputes Board in

the Disputes Board Decision assesses such expenses or any part thereof against any specified Party or the Parties (in the latter case subject, however, to the limitations of the Disputes Board's authority under Section 4(e) of Appendix 1 to Exhibit 20 to the DBA).

R-42. Interpretation and Application of Rules

The Disputes Board shall interpret and apply these rules insofar as they relate to the Disputes Board's powers and duties to resolve the particular Dispute for which such Disputes Board was empanelled to resolve.

R-43. No Suspension for Nonpayment

If a Disputes Board Member's compensation or administrative charges have not been paid in full, such Disputes Board Member may so inform the Parties in order that one of them may advance the required payment. If such payments are not made, and the non-paying Party does not within 30 days after its receipt of the unpaid Disputes Board Member's invoice provide notice to such member and the other Party as to such Party's dispute of such member's invoice, the Disputes Board may order the suspension or termination of the proceedings. If a Party disputes a Disputes Board Member's invoice and provides such notice, no suspension or termination of the proceedings shall occur. Ex parte conversations to resolve a fee dispute between the Dispute Board Member whose invoice is disputed and the disputed Party are prohibited during the Dispute Board's resolution of the Dispute, and any such conversations shall be deferred until the Disputes Board Decision is final.

EXPEDITED PROCEDURES FOR FAST-TRACK DISPUTES

E-1. Serving of Notices

In addition to notice provided pursuant to Section 9.1 of the DBA, the Parties can agree in writing to also accept notice by telephone. If the Parties so agree, a failure to confirm in writing any such oral notice, the proceeding shall nevertheless be valid if notice has, in fact, been given by telephone.

E-2. Exchange of Exhibits

At least two Business Days prior to the hearing, the Parties shall exchange copies of all exhibits they intend to submit at the hearing. The Disputes Board shall resolve disputes concerning the exchange of exhibits.

E-3. Proceedings on Documents

Where no Party's claim exceeds $10,000, exclusive of interest and arbitration costs, and other cases in which the Parties agree, the Dispute shall be resolved by submission of documents, unless either Party requests an oral hearing, or the Disputes Board determines that an oral hearing is necessary. The Disputes Board shall establish a fair and equitable procedure for the submission of documents.

E-4. Date, Time, and Place of Hearing

In cases in which a hearing is to be held, the Disputes Board shall set the date, time, and place of the hearing, to be scheduled to take place within 10 days after appointment of the Disputes Board Chair. The Disputes Board will notify the Parties in advance of the hearing date.

E-5. The Hearing

(a) Each Party shall have equal opportunity to submit its proofs and complete its case.

(b) The Disputes Board shall determine the order of the hearing and schedule and control its duration consistent with the objective of expedited resolution of the Fast-Track Dispute, and may require further submission of

documents within two days after the hearing. For good cause shown, the Disputes Board may schedule additional hearings within seven Business Days after the initial hearing.

(c) Any Party desiring a stenographic record may arrange for one pursuant to the provisions of R-18.

E-6. Time of Award

Unless otherwise agreed by the Parties, the Disputes Board Decision shall be rendered not later than 14 days from the date of the closing of the hearing or, if oral hearings have been waived, from the date of the Parties' transmittal of the final statements and proofs to the Disputes Board.

PROCEDURES FOR LARGE, COMPLEX COMMERCIAL DISPUTES

L-1. Administrative Conference

Prior to the commencing proceedings to resolve a Dispute, the Disputes Board shall, unless the Parties agree otherwise, conduct an administrative conference with the Parties and/or their attorneys or other representatives by conference call within 7 days after the Disputes Board Chair is appointed. In the event the Parties are unable to agree on a mutually acceptable time for the administrative conference, the Dispute Board shall, upon three Business Days' advance notice, schedule the administrative conference for 9 a.m. (CST) on the fourth Business Day and such administrative conference shall take place at such date and time. Such administrative conference shall be conducted for the following purpose of obtaining additional information about the nature and magnitude of the Dispute and the anticipated length of hearing and scheduling and for such additional purposes as the Parties or the Disputes Board may deem appropriate.

L-2. Preliminary Hearing

As promptly as practicable after the appointment of the Disputes Board, a preliminary hearing shall be held among the Parties and/or their attorneys or other representatives and the Disputes Board. If the Parties agree, the preliminary hearing will be conducted by telephone conference call rather than in person. At the preliminary hearing the matters to be considered shall include, without limitation:

(a) service of a detailed statement of the Dispute, including damages and defenses, a statement of the issues asserted by each Party and positions with respect thereto, and any legal authorities the Parties may wish to bring to the attention of the Disputes Board;

(b) stipulations to uncontested facts;

(c) the extent to which discovery shall be conducted, in light of the special discovery and evidentiary rules set forth above in R-23(d);

(d) exchange and premarking of those documents which each Party believes may be offered at the hearing;

(e) the identification and availability of witnesses, including experts, and such matters with respect to witnesses including their biographies and expected testimony as may be appropriate;

(f) whether, and the extent to which, any sworn statements and/or depositions may be introduced;

(g) the extent to which hearings will proceed on consecutive days;

(h) whether a stenographic or other official record of the proceedings shall be maintained;

(i) the possibility of utilizing mediation or other non-adjudicative methods of dispute resolution; and

(j) the procedure for the issuance of subpoenas.

By agreement of the Parties and/or order of the Disputes Board Chair, the pre-hearing activities and the hearing procedures that will govern the Disputes Board's proceedings will be memorialized in a scheduling and procedure order (each, a "Scheduling and Procedure Order"). Nothing in any Schedule and Procedure Order shall conflict with the procedures established under Appendix 1 to Exhibit 20 to the DBA.

L-3. Management of Proceedings

(a) The Disputes Board shall take such steps as they may deem necessary or desirable to avoid delay and to achieve a just, speedy and cost-effective resolution of Large, Complex Commercial Cases, provided, however, that no action by the Disputes Board under this L-3 shall conflict with the procedures established under Appendix 1 to Exhibit 20 to the DBA.

(b) The Parties shall cooperate in the exchange of documents, exhibits and information within such Party's control if the Disputes Board(s) consider such production to be consistent with the goal of achieving a just, speedy and cost-effective resolution of a Large, Complex Commercial Case.

(c) The Parties may conduct discovery, subject to any limitations deemed appropriate and set forth in the discovery control plan and/or the Scheduling and Procedure Order. If the Parties cannot agree on production of documents and other information, the Disputes Board, consistent with the expedited nature of arbitration, may establish the extent of the discovery.

(d) The Parties shall exchange copies of all exhibits they intend to submit at the hearing 10 Business Days prior to the hearing unless the Disputes Board Chair determines otherwise.

(e) The exchange of information pursuant to this rule, as agreed by the Parties and/or directed by the Disputes Board Chair, shall be included within the Scheduling and Procedure Order.

(f) The Disputes Board is authorized to resolve any disputes concerning the exchange of information.

(g) Generally hearings will be scheduled on consecutive days or in blocks of consecutive days in order to maximize efficiency and minimize costs.

EXHIBIT 21

OPERATING PROCEDURES

1. GENERAL

Nothing in these Operating Procedures supersedes the Contract Documents or the Disputes Review Panel Agreement unless mutually agreed by the Parties.

These procedures are for the purpose of providing guidelines for operation of the DRP. They are based on the DBC and current practice of Dispute Review Panels, and are intended to be flexible to meet circumstances that may arise during the life of the Project.

The DRP will assist the parties in facilitating the timely resolution of disputes, claims and other controversies arising out of the work on the Project.

The parties should not default in their normal responsibility to settle issues by indiscriminately referring disputes to the DRP. The DRP will encourage the parties to resolve issues without resorting to the Dispute Review Panel procedure.

As provided in Section 4.9 of the General Conditions, except for their participation in the DRP's activities, neither the DB Contractor nor TxDOT will solicit or receive advice or consultation on job site construction from the DRP or its members on matters dealing with the conduct of the work or resolution of problems. During hearings and site visits, no Panel member will express any opinion concerning the merit of any facet of a controversy or a potential dispute.

The parties will furnish to each of the Panel members all documents necessary for the DRP to perform its functions including regular written reports, baseline CPM and updates and other relevant data.

The DRP encourages the use of e-mail to transmit agenda, reports and documents of reasonable size.

It must be emphasized and firmly understood that individual Board members are not the "representative of" or "advocate for" the party which nominated them. The entire DRP must function as an objective, impartial, and independent body at all times. In order to avoid any suggestion of partiality, there must be no individual communication concerning the project between Panel members and employees of the DB Contractor or TxDOT or of their agents and/or sub-contractors during the life of the Project. The Parties will direct any matters needing attention between meetings of the DRP to the Chairman of the DRP who shall be the only person to deal directly with the designated contact persons for the TxDOT and the DB Contractor.

The DRP will at all times be impartial, unbiased and neutral in all of its actions. There will be no ex parte communication, rendering of advice or other consultations between any Panel member and TxDOT or any DB Contractor-Related Entities.

2. FREQUENCY OF MEETINGS

The DRP will meet initially at 3-month intervals and at such other times as requested by the Parties. If conditions warrant, the Chairman, in consultation with the Parties, may reduce or increase the time between meetings to better

serve the Parties. Factors to be considered include work progress, occurrence of unusual events and the number and complexity of potential Disputes. The ensuing DRP meeting will be scheduled at each DRP regular meeting.

The DRP requests cooperation of the Parties to the end that no changes be requested to scheduled meeting dates unless absolutely necessary and unavoidable.

In the event that a member of the DRP is unable to attend a scheduled meeting, the Panel Chairperson will attempt to reschedule the meeting. Should rescheduling not be possible, the other two members will attend the meeting without the third.

3. AGENDA FOR MEETINGS

The Panel Chairperson will develop an agenda for each meeting and submit the draft agenda to the Parties 14 calendar days prior to the scheduled meeting date for review and suggested changes.

The Chairman will send the approved agenda, a memo confirming the DRP meeting and the DRP member travel schedules to the Parties and the DRP members.

The agenda will provide an opportunity for the DRP to hear a round table discussion by the Parties on the status of the work, a brief discussion of any issues and include ample time for a site visit.

At the conclusion of the meeting, the DRP will conduct a field observation of active sections of the Work accompanied by representatives of both the DB Contractor and TxDOT. The Parties will point out all areas of the Project that are subject to a potential issue.

4. MINUTES OF MEETINGS

The Parties may request the Panel Chairperson to prepare a summary of regular meetings, and if no request is made, the Panel Chairperson at his or her discretion may prepare a summary of regular meetings. If minutes are prepared, the Minutes will be circulated to all parties for comments, additions and corrections. Minutes as so amended will be adopted at the next meeting.

5. PROCEDURES FOR DISPUTE HEARINGS

5.1 Procedure to Take a Dispute to the DRP

After the parties have diligently attempted to negotiate to settle a Dispute pursuant to Section 4.9.5 of the General Conditions, either Party may refer it to the DRP. After all requirements of the DBC are met, the referring Party transmits a written notice meeting the requirements of Section 4.9.5.3 of the General Conditions to the Panel and the other Party.

The scope of the hearing and subsequent recommendation can be merit (entitlement) only, merit with guidelines for quantum if merit is found, or merit with quantum amount if merit is found. DRPs usually hear entitlement and, if appropriate, give guidelines for quantum. If the Parties cannot then negotiate quantum, the DRP considers quantum and issues an appropriate recommendation following a second hearing.

All hearings will be held at the job site except as agreed by the Parties.

The Panel, in a meeting or conference call with the Parties, will determine whether the hearing should be in conjunction with the next meeting or at a specially scheduled meeting, and agree on a date and time required for documentation and hearing preparation. Then the Panel Chairperson, in conference with the parties, will set dates for completion of each of the documents described below.

Pursuant to Section 4.9.8 of the General Conditions, discovery shall only be permitted at the discretion of the Panel.

The parties may submit documentary evidence for the hearing, which shall be exchanged by the Parties in accordance with Section 4.9.8 of the General Conditions. The Panel may also request that the Parties jointly prepare a statement of dispute and stipulated facts and a common reference document.

1. Statement of Dispute and Stipulated Facts

An agreed simple statement of the dispute on a single page ideally limited to one paragraph.

2. Common Reference Document (CRD)

A common set of exhibits prepared jointly by the parties to facilitate DRP review and understanding of the referring Party's written notice and other Party's response, and to minimize confusion during the hearing. The CRD should include stipulations to as many facts, dates, quantities, etc., as possible. The CRD should include all documents that either Party wants to use in support of their position. The Parties are encouraged to include visual aids, exhibits, charts or summaries of documents in order to facilitate the DRP's understanding of the issues, and to avoid the submission of voluminous records that are not necessary for the DRP's understanding and consideration.

To the greatest extent possible, the Parties should assemble all documents in chronological order. Large documents (submittals, daily records, photographs, etc.) may be included as appendices. It facilitates DRP review and is helpful during the hearing if the documents are assembled in subsections with a descriptive tab on each, e.g.:

A. Correspondence, in chronological order.
B. Contract Documents: Portions of specifications, drawings, geotechnical reports, change orders, etc. that are pertinent to the dispute.
C. Job Records: Pertinent shift, daily and weekly reports, diary pages, submittals, schedules, drawings, pictures, etc.
D. Reports: Any reports prepared specifically for the dispute by outside parties, consultants, etc.
E. Other

A master index should be prepared and all pages should be numbered sequentially (e.g., Bates stamp) in the lower right hand corner.

Other than the list of representatives described below, the Parties may not send the DRP any further exhibits or correspondence regarding the Dispute, without prior approval, between the time of submittal of the above pre-hearing documentation and the hearing.

5.2 List of Representatives

At least two weeks prior to the hearing date, the Parties exchange and submit to the DRP a list of the representatives and, if permitted by the Panel, testifying witnesses that each party intends to have present at the hearing. Only a limited number of representatives from each party should attend the hearing. The list of representatives and, if permitted, witnesses should contain the following information: the person's name, title, professional affiliation, and, if the person is a testifying witness, a brief summary of the matters that the person will address.

5.3 Presentation of Dispute

The hearing will be informal. The DRP will conduct the proceedings. The referring Party will make an initial presentation of its case, followed by the respondent. Then, one or more rebuttals to any assertion by the other party may be presented until the Panel determines that all aspects of the Dispute have been adequately covered. The Panel members may ask questions, request clarification, or ask for additional data. In large or complex cases, the hearing may be continued as necessary in order to consider and fully understand all the evidence presented by both parties.

One person for each party should be designated as the primary presenter, although other individuals may give portions of the presentations as required.

The Board members will control the hearings and guide the discussion of issues by questioning the Parties or focusing their presentation in order to expeditiously obtain all information that the DRP deems necessary to make its findings and recommendations.

Only one person, who has been recognized by the Panel Chairperson, may speak at a time. The Parties should address the Panel members, not each other. Except in summation, repetitious discussion is discouraged.

No questions or interruptions by one party will be allowed during the other party's presentation. Dialogue between the parties will be allowed only in exceptional situations and with the approval of the Panel Chairperson. At its discretion, the DRP may permit questioning of one party by another party if it facilitates the clarification of an issue. The Panel Chairperson will control and limit such questioning and response.

Panel members may interrupt to ask presenters to repeat statements that were not understood and may request pauses when presentations are too fast for adequate note taking. The DRP may also interrupt presentations when necessary to clarify a point or receive an explanation, which might be lost if left to a later time. The DRP may ask for additional factual documentation.

Documents and/or exhibits that were not included with the pre-hearing submissions will usually be inadmissible. If the DRP decides to permit their introduction, the hearing will be extended as necessary for the other Party to review the new information and to consider its position and present a rebuttal. If necessary the hearing may be adjourned and reconvened at a future date.

In exceptional cases a hearing transcript by a court reporter may be utilized if requested by either Party and if the DRP deems that a transcript will expedite its deliberations. No audio or video recording will be permitted. In the event that only one party requests a court reporter, that Party shall bear the cost, including the furnishing of one copy of the transcript to the non-requesting Party and to each Panel member. Otherwise the cost shall be shared equally.

Paper reproductions of overheads and computer screens such as Power Point, shall be provided to the DRP members prior to their use in the hearing.

5.4 Redundant Evidence and Oral Statements

The DRP may limit the presentation of documents or oral statements when it deems them to be irrelevant or redundant, or when it determines such material is of no added value to the DRP in understanding the facts and circumstances of the dispute and arriving at its findings and recommendations.

5.5 Disputes Involving Subcontractors

The DRP will not consider Disputes between Subcontractors and the DB Contractor unless they are actionable by the DB Contractor against TxDOT and actually "passed-through" to TxDOT.

The DB Contractor must clearly identify the portions of the Dispute in all pre-hearing submissions that involve a Subcontractor(s) and the identity of the Subcontractor(s). The DB Contractor must ensure that all Subcontractor documents are timely exchanged and submitted to the DRP as part of the DB Contractor's package, all as above described.

At any hearing regarding a Dispute that includes one or more Subcontractor Disputes, the DB Contractor will have a senior Subcontractor representative with direct and actual knowledge of the Dispute present. Such representative may assist in or make the presentation of the Subcontractor issues and answer questions.

5.6 DRP Deliberations

After the Dispute hearing is concluded, the DRP will meet to formulate findings and its recommendations for resolution of the Dispute. All deliberations will be conducted in private and will be confidential. The DRP may request post-hearing submittals including exhibits, job records, and written responses to DRP post-hearing questions directed in writing to either of the Parties. All such post-hearing submittals and written answers to directed questions sent to the DRP are to be simultaneously sent to the other Party.

5.7 Recommendation

Written recommendations will be forwarded to the Parties in accordance with the provisions of Section 4.9.11 of the General Conditions.

The DRP will make every reasonable attempt to formulate a unanimous recommendation but in the event that is not possible, a minority or dissenting recommendation will be prepared and included with the majority recommendation. All DRP recommendations will include information and expanded rationales to aid the parties in fully understanding them.

If requested by either Party following delivery of the recommendation, the DRP shall meet with TxDOT and the DB Contractor to provide additional clarification of its recommendation.

Pursuant to Section 4.9.13 of the General Conditions, DRP recommendations will not be admissible as evidence in any subsequent dispute resolution proceedings.

6. OTHER

The DRP reserves the right, with the agreement of the Parties, to revise the above procedures depending upon the circumstances of any particular Dispute.

EXHIBIT 22

DISPUTES REVIEW PANEL AGREEMENT

THIS DISPUTES REVIEW PANEL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, among: the Texas Department of Transportation, hereinafter referred to as "TxDOT", _____, hereinafter referred to as "DB Contractor", and the three members of the Disputes Review Panel, hereinafter referred to as the "Panel", consisting of _____, _____, and _____ hereinafter referred to as the "Panel Chairperson". TxDOT, DB Contractor, and the members of the Panel may be referred to individually herein as a "Party" or collectively as the "Parties". All capitalized terms used in this Agreement and not defined or modified herein shall have the same meaning as set forth in the Design-Build Contract, dated _____ between TxDOT and DB Contractor (the "DBC").

WHEREAS, TxDOT is now engaged in the development of the I-635 LBJ East Project ("Project"); and

WHEREAS, the DBC provides for DB Contractor to develop, design and build the Project and further provides for the establishment and operation of a Panel to assist in resolving certain disputes, claims and other controversies as specified therein; and

WHEREAS, the Panel is comprised of three members, one who was selected by TxDOT, one who was selected by DB Contractor, and the Panel Chairperson who was selected by the first two members and approved by TxDOT and DB Contractor.

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, or attached and incorporated and made a part hereof, the Parties agree as follows:

I. DESCRIPTION OF WORK

The DBC provides for establishment of the Panel to assist in the resolution of Disputes between TxDOT and DB Contractor. The purpose of the Panel is to fairly and impartially consider the Disputes placed before it, and to provide written Panel Recommendations to both TxDOT and DB Contractor, for resolution of these Disputes. The members of the Panel shall perform the services necessary to participate on the Panel in accordance with the scope of work set forth herein.

II. SCOPE OF SERVICES

The scope of services of the Panel includes the following.

A. Adopting Operating Procedures:

At the first regular meeting after the effective date of this Agreement, the Panel will meet with DB Contractor and TxDOT to establish the rules and procedures ("Operating Procedures") which will govern the Panel's participation in the Project as set forth in Section 4.9 of the General Conditions. In establishing the Operating Procedures, the Parties shall first consider the Form of Operating Procedures included in Appendix _ to the Design-Build Agreement and make any revisions necessary to the effective operation of the Panel and efficient resolution of Disputes. The agreed upon Operating Procedures shall not conflict with any provisions of the DBC. The Panel may establish any internal rules and procedures not covered in the DBC.

B. Conducting Regular Progress Meetings:

All regular meetings are expected to be held at or near the Project site. The regular progress meetings shall be held no less frequently than quarterly through Final Acceptance, although TxDOT and DB Contractor may request more frequent meetings, consistent with the construction activities and the matters under consideration and Dispute. Each meeting is expected to consist of a round table discussion and a field inspection of the work being performed on the Project. A member of TxDOT's staff is expected to conduct the round table discussion, and the round table discussion attendees are expected to include selected personnel from TxDOT and DB Contractor. The agenda for each meeting will be set by the Panel in accordance with Section 4.9.3.2 of the General Conditions.

C. Advisory Opinions:

If requested by TxDOT and DB Contractor, the Panel shall provide TxDOT and DB Contractor with an oral advisory opinion after concurrent submissions by TxDOT and DB Contractor of brief written summaries of the issue(s) in Dispute, pertinent facts and circumstances, and relevant provisions of the Contract Documents. The submissions from TxDOT and DB Contractor shall meet the requirements of and advisory opinions shall be provided in accordance with Section 4.9.6 of the General Conditions and any applicable provisions of the Operating Procedures.

D. Conducting Hearings on Disputes:

Upon receipt by the Panel of a Dispute, either from TxDOT or DB Contractor, the Panel shall convene a hearing to review and consider the Dispute in accordance with the procedures set forth in Section 4.9 of the General Conditions of the DBC and the Operating Procedures. Both TxDOT and DB Contractor shall be given a full and adequate opportunity to present their evidence at these hearings in accordance with Section 4.9 of the General Conditions of the DBC.

It is expressly understood that all Panel members are to act impartially and independently in the consideration of facts and conditions surrounding any dispute. Ex parte contact with representatives of TxDOT or DB Contractor is prohibited and is grounds for removal of the Panel member from the Panel.

III. PANEL RESPONSIBILITIES

The Panel is organized in accordance with Section 4.9 of the General Conditions of the DBC for the purposes described therein. A copy of Section 4.9 is attached hereto as Appendix 1 and is incorporated by reference herein. The Panel is intended to provide recommendations for resolving disputes, claims and other controversies between TxDOT and DB Contractor, arising under the DBC. The Panel will conduct hearings regarding Disputes under the DBC, including determining compensation payable with respect to such Disputes. If requested by TxDOT and DB Contractor, the Panel may provide Panel Recommendations on merit only, with compensation to be determined later if TxDOT and DB Contractor are unable to resolve the Dispute.

The Panel Recommendations shall be based on the pertinent provisions of the General Conditions and other Contract Documents and the facts and circumstances involved in the Dispute. Panel Recommendations shall be furnished in writing to TxDOT and DB Contractor.

Each Panel member represents, warrants and covenants on his/her behalf that he/she:

(a) Has been provided with a copy of the DBC and other Contract Documents and has taken the time necessary to become familiar with and understand Section 4.9 of the General Conditions;

(b) Satisfies the requirements for Panel membership set forth in Section 4.9 of the General Conditions;

(c) Shall not seek or accept other employment by TxDOT, any firm under contract with TxDOT, the DB Contractor, any Guarantor or any DB Contractor-Related Entity during the term of this Agreement or within one calendar year after his/her termination, withdrawal, or the termination of this Agreement;

(d) Shall not discuss employment, nor make any agreement regarding employment with TxDOT, the DB Contractor, any Guarantor or any DB Contractor-Related Entity during the term of this Agreement;

(e) Shall not take any other action that would result in disqualification from service as a Panel member; and

(f) Shall immediately notify TxDOT and the DB Contractor if circumstances arise which impair his/her qualification as a Panel member.

The Panel members shall conduct all Panel business in accordance with this Agreement and Section 4.9 of the General Conditions. In the event of any conflict between this Agreement and Section 4.9 of the General Conditions, Section 4.9 of the General Conditions shall control.

All Panel members are to act independently in the consideration of facts and conditions surrounding any Dispute. The Panel members acknowledge that neither TxDOT nor DB Contractor are permitted to seek the Panel members' advice or consultation, ex parte, although either TxDOT or DB Contractor may seek such advice or consultation from the entire Panel, at a Panel meeting, after first giving notice to all parties who might thereafter be parties before the Panel in a Dispute involving that matter. A Panel member who has ex parte contact with TxDOT or DB Contractor or their representatives shall be subject to removal from the Panel for cause.

Each Panel member further covenants to TxDOT and the DB Contractor that he/she:

(a) Shall be bound by and perform his/her obligations in accordance with the procedures set forth in Section 4.9 of the General Conditions;

(b) Shall protect the confidentiality of information provided by TxDOT and DB Contractor; and

(c) Shall disclose during the term of this Agreement any potential conflicts of interest related to such Panel member as described in Section 4.9.2.5 of the General Conditions.

IV. DB CONTRACTOR RESPONSIBILITIES

Except for its participation in the Panel's activities as provided in the DBC and in this Agreement, DB Contractor shall not solicit advice or consultation from the Panel or its members on matters dealing with the conduct of the work or the resolution of problems.

The DB Contractor shall furnish to each Panel member one copy of all documents it has, other than those furnished by TxDOT, which are pertinent to the performance of the Panel.

V. TxDOT'S RESPONSIBILITIES

Except for its participation in the Panel's activities as provided in the DBC and in this Agreement, TxDOT shall not solicit advice or consultation from the Panel or its members on matters dealing with the conduct of the work or resolution of problems.

TxDOT shall furnish the following:

A. Contract Documents and Other Documents

TxDOT shall furnish each Panel member one copy of (a) the DBC and all related Contract Documents, including, but not limited to, the Design-Build Standard Specifications, any modifications or amendments to the Contract Documents, (b) Project Schedule Updates, and (c) other documents, as agreed by TxDOT and DB Contractor that are pertinent to the performance of the DBC, and necessary to the Panel's work.

B. Coordination

TxDOT will, in cooperation with DB Contractor, coordinate the operations of the Panel.

C. Services

TxDOT and DB Contractor will arrange for or provide conference facilities at the Project Office or TxDOT's facilities, and will provide secretarial and copying services.

VI. TIME FOR BEGINNING AND COMPLETION

The Panel shall begin operation upon execution of this Agreement and written authorization by TxDOT, and shall terminate its activities upon later of (a) completion of all work required to be performed by DB Contractor under the DBC (including, unless the DBC is terminated earlier, work required pursuant to the Warranties) or (b) conclusion of any proceedings before the Panel.

Except for choosing a Panel Chairperson by the Party-appointed members, the Panel members shall not begin any work under the terms of this Agreement until authorized in writing by TxDOT.

VII. PAYMENT

Invoices of the Panel members for services performed and all direct expenses of the Panel incurred without mark-up shall be paid by DB Contractor subject to approval by TxDOT and DB Contractor. Payments shall constitute full compensation for work performed and services rendered, and for all materials, supplies and incidentals necessary to serve on the Panel. TxDOT shall reimburse the DB Contractor for one half of these fees and expenses.

A. Payment for Services and Expenses

The Party-appointed members will be reimbursed for their time and expenses devoted to choosing the Panel Chairperson.

Direct expenses will be reimbursed at the actual cost to the Panel member. These expenses may include, but are not limited to, travel expenses from the Panel member's point-of-departure to the initial point-of-arrival (including automobile mileage at the standard IRS rate in effect at the time the trip is taken, parking, airfare, automobile rental, food and lodging), printing, long distance telephone, postage and courier delivery. Billing for these expenses shall include an itemized listing supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting date. All expenses shall be subject to TxDOT standard requirements.

B. Payments

Each Panel member may submit invoices for payment for work completed not more often than once per month during the progress of work. Such invoices shall be in a format approved by TxDOT and DB Contractor, and accompanied by a general description of activities performed during that period. The value of work accomplished for payment shall

be established from the billing rate and hours expended by the Panel member together with direct expenses. Satisfactorily submitted invoices shall be paid within 30 days.

C. Inspection of Cost Records

The Panel members shall keep, available for inspection by representatives of TxDOT or DB Contractor for a period of four years after final payment, the cost records and accounts pertaining to this Agreement.

VIII. ASSIGNMENT

Panel members shall not assign any of the work of this Agreement.

IX. TERMINATION OF AGREEMENT

This Agreement may be terminated by mutual agreement of TxDOT and DB Contractor at any time upon not less than four weeks' prior written notice to the Panel members.

Panel members may withdraw from the Panel by providing four weeks' prior written notice to the other Parties. Panel members may be terminated for or without cause as specified in the DBC.

Each of TxDOT and DB Contractor shall be entitled to replace the Panel member selected by such Party without cause and without agreement of the other Parties (other than approval of the replacement). The Panel Chairperson may be replaced without cause only with the agreement of TxDOT and DB Contractor.

Should the need arise to appoint a replacement Panel member, the replacement member shall be appointed in the same manner as the original member was appointed. The selection of a replacement Panel member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 20 days. This Agreement will be amended to indicate changes in Panel membership.

X. LEGAL RELATIONS

The Parties hereto mutually understand and agree that each Panel member, in the performance of its duties on the Panel, is acting in the capacity of an independent agent and not as an employee of either TxDOT or DB Contractor.

The Panel members are absolved of any personal or professional liability arising from the activities and recommendations of the Panel. TxDOT and DB Contractor each agree to hold harmless each Panel member from such liability to the extent permitted by law.

XI. MISCELLANEOUS

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

PANEL MEMBER

_____

By:

PANEL MEMBER

_____

By:

PANEL MEMBER

_____

By:

DB CONTRACTOR:

_____

By:

Title:_____

TEXAS DEPARTMENT OF TRANSPORTATION

_____

By:

Title:_____

EXHIBIT 23

MUNICIPAL UTILITY AMENDMENTS

The General Conditions are amended as follows: (i) underlined text is hereby added to the General Conditions and (ii) stricken text is hereby deleted therefrom.

1. Section 4.5 of the General Conditions is hereby revised as follows:

4.5 Utilities

DB Contractor is responsible for causing, in accordance with the Project Schedule, all Utility Adjustment Work necessary to accommodate the design and construction of the Project. All Utility Adjustment Work performed by DB Contractor shall comply with the Contract Documents. DB Contractor shall coordinate, monitor, and otherwise undertake the necessary efforts to cause Utility Owners performing Utility Adjustment Work to perform such work timely, in coordination with the Work, and in compliance with the standards applicable to the Professional Services and Construction Work and other applicable requirements specified in the Contract Documents. However, regardless of the arrangements made with the Utility Owners and except as otherwise provided in Section 4.6, DB Contractor shall continue to be the responsible party to TxDOT for timely performance of all Utility Adjustment Work so that upon completion of the Work, all Utilities that might impact or be impacted by the Project (whether located within or outside the Project ROW) are compatible with the Project. DB Contractor agrees that (a) the Price (as it may be modified hereunder) covers all of the Utility Adjustment Work to be furnished, performed or paid for by DB Contractor, (b) it is feasible to obtain and perform all necessary Utility Adjustments within the time deadlines of the Contract Documents (as they may be modified pursuant to Section 4.6), and (c) the Price includes contingencies deemed adequate by DB Contractor to account for the potential risks of additional costs and delays relating to Utility Adjustments, except to the extent that an adjustment to the Price is permitted under this Section 4.5 and in accordance with Section 4.6.

<u>The Utility Adjustment Work for the City Utilities is included in the Work (including all requirements to be included in the City Utility Agreements) and the Price includes all costs associated with the City Reimbursable Utility Adjustments and DB Contractor's Utility coordination and permitting costs associated with all City Utilities.</u>

<u>DB Contractor shall not be required to enter into a PUAA with the City Utility Owners. DB Contractor and TxDOT will negotiate in good faith with each of the City Utility Owners the applicable City Utility Agreement setting the terms and price of the Utility Adjustment Work for the applicable City Utilities, based on the draft agreements included in the RID. Notwithstanding anything to the contrary in the Contract Documents, DB Contractor shall comply with the requirements for all Utility Adjustment Work for City Utilities in accordance with the requirements set forth in the applicable City Utility Agreement, without any right to any additional increase in the Price. If any of the City Utility Owners elects not to use DB Contractor to perform the applicable Utility Adjustments, TxDOT and DB Contractor will enter into a reductive Change Order removing such Utility Adjustments from the Work and decreasing the Price by: (a) with respect to City of Dallas Reimbursable Utility Adjustments, $11,593,100, (b) with respect to City of Garland Reimbursable Utility Adjustments, $1,121,800 and (c) with respect to City of Mesquite Reimbursable Utility Adjustments, $3,637,200.</u>

The term "**City Utility Delay**" shall mean a delay to a Critical Path that is directly attributable to the failure to cooperate in good faith with TxDOT and DB Contractor in performing Utility Adjustment Work within the time period reasonably scheduled by DB Contractor for performance of such work by an applicable City Utility Owner, where the applicable City Utility Agreement has not yet been executed. Subject to the restrictions and limitations set forth in Section 4.6 and Section 4.5.5.3, DB Contractor shall bear 100% of the risk of such delay prior to and during the 90-day period commencing on the later of (i) the first day of any such delay and (ii) the day on which TxDOT has determined that the applicable City Utility Owner failed to cooperate in good faith, and, in either case, DB Contractor has complied with all other requirements for a Change Order under this Design-Build Contract, including Section 4.6, and the risk of delay after such 90-day period shall be borne equally by each Party (i.e., any affected Completion Deadline shall be extended by one day for every two full days of City Utility Delay occurring after expiration of the 90-day period). If a City Utility Delay is concurrent with another delay that is DB Contractor's responsibility hereunder, DB Contractor shall not be entitled to a time extension on account of such City Utility Delay. If a City Utility Delay is concurrent with another City Utility Delay or with a Utility Owner Delay by another Utility Owner, only one of the delays shall be counted. If a City Utility Delay is concurrent with any other delay for which DB Contractor is entitled to a time extension under Section 4.6, the delay shall be deemed a City Utility Delay and the provisions of this Section 4.5 shall apply.

4.5.1 New Utilities and Unidentified Utilities

DB Contractor's entitlement to Change Orders for additional compensation or extension of time on account of New Utilities and omissions or inaccuracies in the Utility Strip Map shall be limited as set forth in this Section 4.5.1 and Section 4.6.9.2. DB Contractor shall use its best efforts to minimize costs for which DB Contractor is entitled to compensation pursuant to this Section 4.5.1, and to minimize any delay for which DB Contractor is entitled to an extension in the Completion Deadline pursuant to this Section 4.5.1 and Section 4.6.9.2, subject to DB Contractor's obligation to comply with all applicable requirements of the Contract Documents, including the Utility Accommodation Rules (UAR).

4.5.2 Utility Enhancements

DB Contractor shall be responsible for addressing any requests by Utility Owners that DB Contractor design or construct a Betterment or Utility Owner Project (collectively, "Utility Enhancements").

4.5.2.1 If a Utility Owner requests that DB Contractor design or construct a Betterment, then subject to Section 4.5.3.4, DB Contractor (or TxDOT and DB Contractor, if the Utility Owner is a City Utility Owner) shall use its best efforts to negotiate in good faith an agreement with the Utility Owner providing for DB Contractor to perform such work at the Utility Owner's expense, with payments to be made directly by the Utility Owner to DB Contractor (or by the applicable City Utility Owner to TxDOT for payment to DB Contractor if the Utility Owner is a City Utility Owner). Any such agreement shall be set forth in the applicable Utility Agreement. Any such Betterment shall be deemed added to the scope of the Work only upon execution by the Utility Owner and DB Contractor and approval by TxDOT (or execution by the applicable City Utility Owner and TxDOT, if the Utility Owner is a City Utility Owner) of a Utility Agreement identifying and providing for performance of such Betterment. Any change in the scope of the Work pursuant to this Section 4.5.2.1 shall not be treated as a TxDOT-Directed Change or extend the Completion Deadlines.

4.5.2.2 The Price shall not be increased on account of any Betterment added to the Work. Instead, DB Contractor shall have the right to collect payment for such work directly from the Utility Owner,

subject to the provisions of the applicable Utility Agreement. The amount of compensation payable by the Utility Owner to DB Contractor or TxDOT for a Betterment shall be determined pursuant to the process set forth in the applicable Utility Agreement. DB Contractor shall submit to TxDOT a copy of each invoice delivered to a Utility Owner pursuant to this Section 4.5.2.2, concurrently with its delivery to the Utility Owner.

4.5.2.3 If a Utility Owner (other than a City Utility Owner) requests that DB Contractor design or construct a Utility Owner Project, then subject to Section 4.5.3.4, DB Contractor shall use its best efforts to negotiate in good faith an agreement with the Utility Owner providing for DB Contractor to perform such work at the Utility Owner's expense, with payments to be made directly by the Utility Owner to DB Contractor. Any such agreement shall be a separate contract between DB Contractor and the Utility Owner; and any such Utility Owner Project shall be performed outside of this Design-Build Contract and the Work, without any impact on the Price and the Completion Deadlines and shall be subject to Section 4.5.8. The compensation payable by the Utility Owner to DB Contractor for a Utility Owner Project shall be determined in a manner acceptable to both DB Contractor and the Utility Owner. Notwithstanding the foregoing, for any Utility Owner Project where the Utility Owner is a City Utility Owner, DB Contractor shall use its best efforts to negotiate in good faith an agreement with the applicable City Utility Owner, providing for DB Contractor to perform such work at the applicable City Utility Owner's expense, which agreement upon approval by TxDOT may be incorporated as part of the initial applicable City Utility Agreement or an amendment thereto, with payments to be made by the applicable City Utility Owner to TxDOT and from TxDOT to DB Contractor pursuant to an increase in the Price solely for the costs of such Utility Owner Project included in a negotiated Change Order in accordance with Section 4.6 if such Utility Owner Project is included in an amendment to the applicable City Utility Agreement. DB Contractor shall not be entitled to a time extension for any Utility Owner Project negotiated in accordance with this Section 4.5.2.3.

4.5.2.4 DB Contractor is fully responsible for coordinating its efforts with Utility Owners and for addressing requests by Utility Owners that DB Contractor design or construct Utility Enhancements. Any Betterment performed as part of a Utility Adjustment, whether by DB Contractor or by the Utility Owner, shall be subject to the same standards and requirements as if it were a necessary Utility Adjustment, and shall be addressed in the appropriate Utility Agreement. Under no circumstances shall DB Contractor proceed with any Utility Enhancement that is incompatible with the Project or that cannot be performed within the other constraints of applicable Law, the Governmental Approvals and the Contract Documents, including the Completion Deadlines. Under no circumstances will DB Contractor be entitled to any Price increase or time extension hereunder as the result of any Utility Enhancement, whether performed by DB Contractor or by the Utility Owner. DB Contractor may, but is not obligated to, design and construct Utility Enhancements. DB Contractor shall promptly notify TxDOT of any requests by Utility Owners that DB Contractor considers to be Betterments, and shall keep TxDOT informed as to the status of negotiations with Utility Owners concerning such requests. DB Contractor shall provide TxDOT with such information, analyses, and certificates as may be requested by TxDOT in order to determine compliance with this Section 4.5.2.

4.5.3 Utility Agreements

4.5.3.1 As described in the Design-Build Specifications, DB Contractor is responsible for preparing and entering into Utility Agreements (other than the City Utility Agreements) with the Utility Owners, and TxDOT agrees to cooperate as reasonably requested by DB Contractor in pursuing Utility Agreements, including attendance at negotiation sessions and review of Utility Agreements. TxDOT is not providing any assurances to DB Contractor that the Utility Owners will accept,

without modification, the standard Utility Agreement forms specified in the Design-Build Specifications. DB Contractor is solely responsible for the terms and conditions of all PUAAs and UAAAs into which it enters (subject to the requirements of the Contract Documents, including Section 14.1.3 of the Design-Build Specifications). Utility Agreements ~~entered into by DB Contractor~~ shall not be considered Contract Documents. DB Contractor shall not be entitled to any increase in the Price or to any time extension on account of the terms of any Utility Agreement (including those related to any Betterment), except for the City Utility Agreements as described in this Section 4.5.

4.5.3.2 TxDOT will not be a party to the Utility Agreements (other than the City Utility Agreements); however, DB Contractor shall cause the Utility Agreements (other than the City Utility Agreements) to designate TxDOT as an intended third-party beneficiary thereof and to permit assignment of DB Contractor's right, title and interest thereunder to TxDOT without necessity for Utility Owner consent. DB Contractor shall not enter into any agreement with a Utility Owner that purports to bind TxDOT in any way, unless TxDOT has executed such agreement as a party thereto. However, TxDOT's signature indicating approval or review of an agreement between DB Contractor and a Utility Owner, or its status as a third-party beneficiary, shall not bind TxDOT as a party to such agreement.

4.5.3.3 If a conflict occurs between the terms of a Utility Agreement and those of the Contract Documents, the terms that establish the higher quality, manner or method of performing Utility Adjustment Work, establish better Good Industry Practice, or use more stringent standards shall prevail between DB Contractor and TxDOT.

4.5.3.4 DB Contractor shall comply with and timely perform all obligations imposed on DB Contractor by any Utility Agreement.

4.5.3.5 Each Utility Adjustment (whether performed by DB Contractor or by the Utility Owner) shall comply with the Adjustment Standards in effect as of the Proposal Due Date, together with any subsequent amendments and additions to those standards that (a) are necessary to conform to applicable Law or (b) are adopted by the Utility Owner and affect the Utility Adjustment pursuant to the applicable Utility Agreements. DB Contractor is solely responsible for negotiating any terms and conditions of its Utility Agreements that might limit a Utility Owner's amendments and additions to its Adjustment Standards after the Proposal Due Date. In addition, all Utility Adjustment Work shall comply with all applicable Laws, the applicable Utility Agreements, and all other requirements specified in the Contract Documents.

4.5.4 Failure of Utility Owners to Cooperate

4.5.4.1 DB Contractor shall use best efforts to obtain the cooperation of each Utility Owner as necessary for the Utility Adjustment. DB Contractor shall notify TxDOT immediately if (a) DB Contractor is unable (or anticipates that it will be unable), after diligent efforts, to reach agreement with a Utility Owner on a necessary Utility Agreement within a reasonable time, (b) DB Contractor reasonably believes for any other reason that any Utility Owner would not undertake or permit a Utility Adjustment in a manner consistent with the timely completion of the Project, (c) DB Contractor becomes aware that any Utility Owner is not cooperating in a timely manner to provide agreed-upon work or approvals, or (d) any other dispute arises between DB Contractor and a Utility Owner with respect to the Project, despite DB Contractor's diligent efforts to obtain such Utility Owner's cooperation or otherwise resolve such dispute. Such notice may include a request that TxDOT assist in resolving the dispute or in otherwise obtaining the Utility Owner's timely cooperation. DB Contractor shall provide TxDOT with such information as TxDOT requests regarding the Utility

Owner's failure to cooperate and the effect of any resulting delay on the Project Schedule. After delivering to TxDOT any notice or request for assistance, DB Contractor shall continue to use diligent efforts to pursue the Utility Owner's cooperation.

4.5.4.2 If DB Contractor requests TxDOT's assistance pursuant to Section 4.5.4.1, DB Contractor shall provide evidence reasonably satisfactory to TxDOT that (a) the Utility Adjustment is necessary, (b) the time for completion of the Utility Adjustment in the Project Schedule was, in its inception, a reasonable amount of time for completion of such work, (c) DB Contractor has made diligent efforts to obtain the Utility Owner's cooperation, and (d) the Utility Owner is not cooperating (the foregoing items (a) through (d) are referred to herein as the "conditions to assistance"). Following TxDOT's receipt of satisfactory evidence, TxDOT shall take such reasonable steps as may be requested by DB Contractor to obtain the cooperation of the Utility Owner or resolve the dispute; provided, however, that TxDOT shall have no obligation to prosecute eminent domain or other legal proceedings, or to exercise any other remedy available to it under applicable Law or existing contract, unless TxDOT elects to do so in its discretion. If TxDOT holds contractual rights that might be used to enforce the Utility Owner's obligation to cooperate and TxDOT elects in its discretion not to exercise those rights, then TxDOT shall assign those rights to DB Contractor upon DB Contractor's request; provided, however, that such assignment shall be without any representation or warranty as to either the assignability or the enforceability of such rights. DB Contractor shall reimburse TxDOT for TxDOT's Recoverable Costs in connection with providing such assistance to DB Contractor. Any assistance provided by TxDOT shall not relieve DB Contractor of its sole and primary responsibility for the satisfactory compliance with its obligations and timely completion of all Utility Adjustment Work, except as otherwise expressly set forth in this Section 4.5.4.

4.5.4.3 If TxDOT objects in writing to a request for assistance pursuant to Section 4.5.4.1, based on DB Contractor's failure to satisfy one or both of the conditions to assistance described in Sections 4.5.4.2(a) and (b), then DB Contractor shall take such action as is appropriate to satisfy the conditions and shall then have the right to submit another request for assistance on the same subject matter. If TxDOT objects in writing to a request for assistance pursuant to Section 4.5.4.1 based on DB Contractor's failure to satisfy one or both of the conditions to assistance described in Sections 4.5.4.2(c) and (d), then DB Contractor shall take such action as DB Contractor deems advisable during the next 30 days to obtain the Utility Owner's cooperation and shall then have the right to submit another request for assistance on the same subject matter. Notwithstanding the foregoing, no resubmittal will be accepted unless all TxDOT objections have been addressed in accordance with the preceding two sentences. This process shall be followed until DB Contractor succeeds in obtaining the Utility Owner's cooperation or in otherwise resolving the dispute or until TxDOT determines, based on evidence DB Contractor presents, that the conditions to assistance have been satisfied. DB Contractor shall have the right to submit the question of the reasonableness of TxDOT's determination through the dispute resolution process described in Section 4.9, Section 4.10 and DBA Exhibit 20.

4.5.5 Delays by Utility Owners

4.5.5.1 DB Contractor shall bear 100% of the risk of Critical Path delays caused by a Utility Owner's failure to timely comply with the requirements of an executed Utility Agreement ~~that has been executed by DB Contractor and such Utility Owner~~.

4.5.5.2 The term "Utility Owner Delay" means a delay to a Critical Path that is directly attributable to a Utility Owner's (other than a City Utility Owner) failure to cooperate with DB Contractor in performing Utility Adjustment Work within the time period reasonably scheduled by DB Contractor

for performance of such work, where DB Contractor and such Utility Owner have not yet executed a Utility Agreement addressing such Utility Adjustment Work. DB Contractor shall bear 100% of the risk of each Utility Owner Delay prior to and during the first 90 days of any such Utility Owner Delay, provided that such 90-day period shall not commence until TxDOT has received evidence required by Section 4.5.4.2 that is reasonably satisfactory to TxDOT and DB Contractor has complied with all other requirements for a Change Order under this Design-Build Contract, including Section 4.6. The risk of any Utility Owner Delay after such 90-day period shall be borne equally by each Party (i.e., any affected Completion Deadline shall be extended by one day for every two full days of Utility Owner Delay occurring after expiration of the 90-day period). If a Utility Owner Delay is concurrent with another delay which is DB Contractor's responsibility hereunder, DB Contractor shall not be entitled to a time extension on account of such Utility Owner Delay. If a Utility Owner Delay is concurrent with another Utility Owner Delay by the same Utility Owner or by another Utility Owner, or with a City Utility Delay, only one of the delays shall be counted. If a Utility Owner Delay is concurrent with any other delay for which DB Contractor is entitled to a time extension under Section 4.6, the delay shall be deemed a Utility Owner Delay and the provisions of this Section 4.5.5 shall apply.

4.5.5.3 No Change Order for delay to a Critical Path shall be allowable pursuant to Section 4.5.5.2 or, with respect to City Utility Delays, Section 4.5 unless all of the following criteria are met:

(i) the general requirements and conditions for Change Orders set forth in Section 4.6 have been met;

(ii) DB Contractor has provided evidence reasonably satisfactory to TxDOT that (i) DB Contractor took advantage of Float time available early in the Project Schedule for coordination activities with respect to the affected Utility and (ii) DB Contractor has made diligent efforts to obtain the Utility Owner's cooperation but has been unable to obtain such cooperation;

(iii) if applicable, DB Contractor has provided a reasonable Utility Adjustment plan to the Utility Owner;

(iv) DB Contractor or the Utility Owner has obtained, or is in a position to timely obtain, all applicable approvals, authorizations, certifications, consents, exemptions, filings, leases, licenses, permits, registrations, opinions and rulings required by or with any Person in order to design and construct such Utility Adjustment;

(v) no other circumstance exists that would delay the affected Utility Adjustment even if the Utility Owner were cooperative; and

(vi) the delay is allowable under Section 4.6.5.3.

4.5.5.4 Except as set forth in Section 4.5.5.2 with respect to certain Utility Owner Delays and Section 4.5 with respect to City Utility Delays, DB Contractor shall not be entitled to an extension of any Completion Deadline on account of any delays caused by a Utility Owner. DB Contractor shall not be entitled to any increase of the Price or reimbursement of any additional costs which it may incur as a result of any delays caused by a Utility Owner, regardless of whether DB Contractor is entitled to an extension of any Completion Deadlines on account of such delays pursuant to Section 4.5.5.2, or, with respect to City Utility Delays, Section 4.5. Any action or inaction by TxDOT as described in Section 4.5.4.2 shall have no bearing on the restriction set forth in this Section 4.5.5.4.

4.5.6 Utility Adjustment Costs

4.5.6.1 Subject to Section 4.5.1, DB Contractor is responsible for all costs of the Utility Adjustment Work, including costs of acquiring Replacement Utility Property Interests and costs with respect to relinquishment or acquisition of Existing Utility Property Interests, but excluding costs attributable to Betterments and any other costs for which the Utility Owner is responsible under applicable Law. DB Contractor shall fulfill this responsibility either by performing the Utility Adjustment Work itself at its own cost (except that any assistance provided by any DB Contractor-Related Entity to the Utility Owner in acquiring Replacement Utility Property Interests shall be provided outside of the Work, in compliance with Section 14.2.4 of the Design-Build Specifications), or by reimbursing the Utility Owner for its Utility Adjustment Work (however, DB Contractor has no obligation to reimburse Utility Adjustment costs for any Service Line Utility Adjustment for which the affected property owner has been compensated pursuant to Section 4.4.2). DB Contractor is solely responsible for collecting directly from the Utility Owner any reimbursement due to DB Contractor for Betterment costs or other costs incurred by DB Contractor for which the Utility Owner is responsible under applicable Law.

4.5.6.2 For each Utility Adjustment, the eligibility of Utility Owner costs (both indirect and direct) for reimbursement by DB Contractor, as well as the determination of any Betterment or other costs due to DB Contractor, shall be established in accordance with applicable Law and the applicable Utility Agreements, all of which shall incorporate by reference 23 CFR Part 645 Subpart A.

4.5.6.3 For each Utility Adjustment, DB Contractor shall (a) compensate the Utility Owner for the market value of each Existing Utility Property Interest relinquished pursuant to Section 14.2.4 of the Design-Build Specifications, to the extent TxDOT would be required to do so by applicable Law and provided that TxDOT has approved the Utility Owner's claim or (b) reimburse the Utility Owner's reasonable acquisition costs for a Replacement Utility Property Interest. The Utility Owner will determine which method of compensation is satisfactory. DB Contractor shall pay any compensation due to the Utility Owner and all costs and expenses associated therewith (including any incurred by TxDOT on DB Contractor's behalf for eminent domain proceedings or otherwise) in accordance with Section 4.4.2. DB Contractor shall be responsible for all eligible costs of right of way engineering, surveying, appraisals, administration, acquisition, environmental permitting and related services for compensating the Utility Owner or replacing each Existing Utility Property Interest, including all costs and expenses associated with negotiation and condemnation action. DB Contractor shall also carry out the duties in Section 14.2.4.2 of the Design-Build Specifications.

4.5.6.4 If for any reason DB Contractor is unable to collect any amounts owed to DB Contractor by any Utility Owner, then (a) TxDOT shall have no liability for such amounts; (b) DB Contractor shall have no right to collect such amounts from TxDOT or to offset such amounts against amounts otherwise owing to DB Contractor from TxDOT; and (c) DB Contractor shall have no right to stop work or to exercise any other remedies against TxDOT on account of such Utility Owner's failure to pay DB Contractor.

4.5.6.5 If any local Governmental Entity is participating in any portion of Utility Adjustment costs, DB Contractor shall coordinate with TxDOT and such local Governmental Entity regarding accounting for and approval of those costs.

4.5.6.6 DB Contractor shall maintain a complete set of records for the costs of each Utility Adjustment (whether incurred by DB Contractor or by the Utility Owner), in a format compatible with the estimate attached to the applicable Utility Agreement and in sufficient detail for analysis. For both Utility Owner costs and DB Contractor costs, the totals for each cost category shall be shown in

such manner as to permit comparison with the categories stated on the estimate. DB Contractor also shall indicate in these records the source of funds used for each Utility Adjustment. All records with respect to Utility Adjustment Work shall comply with the record keeping and audit requirements of the Contract Documents. This Work includes the deliverables identified in the final closeout procedures of Section 14.5.3 of the Design-Build Specifications.

4.5.7 FHWA Utility Requirements

4.5.7.1 Unless TxDOT advises DB Contractor otherwise, the following provisions apply to Utility Adjustments.

4.5.7.2 The Project will be subject to 23 CFR Part 645 Subpart A (including its requirements as to plans, specifications, estimates, charges, tracking of costs, credits, billings, records retention, and audit) and 23 CFR Section 635.410 (Buy America) and FHWA associated policies. DB Contractor shall comply (and shall require the Utility Owners to comply) with 23 CFR Part 645 Subpart A and 23 CFR Section 635.410. DB Contractor acknowledges, however, that without regard to whether such compliance is required, (a) it is not anticipated that DB Contractor will be eligible for FHWA reimbursement of any Utility Adjustment outlays and (b) DB Contractor will not have any share in any reimbursement from FHWA or other federal financing or funding that TxDOT may receive on account of Utility Adjustments.

4.5.7.3 DB Contractor shall prepare and deliver to TxDOT the Alternate Procedure List in appropriate format, together with all other documentation required by FHWA or TxDOT for compliance with the FHWA Alternate Procedure.

4.5.7.4 Promptly upon determining that any Utility Owner not referenced on the Alternate Procedure List is impacted by the Project, DB Contractor shall submit to TxDOT all documentation required by FHWA or TxDOT to add these Utilities to the Alternate Procedure List.

4.5.7.5 TxDOT will forward the approved list to DB Contractor.

4.5.8 Applications for Utility Permits

4.5.8.1 It is anticipated that during the Work, Utility Owners will apply for utility permits to install Utilities that would cross or longitudinally occupy the Project ROW, or to modify, upgrade, relocate or expand existing Utilities within the Project ROW for reasons other than accommodation of the Project. The provisions of this Section 4.5.8 shall apply to all such permit applications. TxDOT shall provide DB Contractor with a copy of each such permit application received after the Effective Date, within 30 days after TxDOT's receipt of such application.

4.5.8.2 For all such utility permit applications pending as of or submitted after the Effective Date, DB Contractor shall furnish the most recent Project design information or as-built plans, as applicable, to the applicants, and shall assist each applicant with information regarding the location of other proposed and existing Utilities.

4.5.8.3 DB Contractor shall assist TxDOT in deciding whether to approve a permit described in Section 4.5.8.1. Within a time period that will enable TxDOT to timely respond to the application, DB Contractor shall analyze each application and provide to TxDOT a recommendation (together with supporting analysis) as to whether the permit should be approved, denied, or approved subject to conditions. As part of the recommendation process, DB Contractor shall furnish to TxDOT Utility No Conflict Sign-Off Forms, signed by both DB Contractor's Utility Design Coordinator (UDC) and

DB Contractor's Utility Manager (UM), using the standard forms included in the Contract Documents. DB Contractor shall limit the grounds for its recommendation to the grounds on which TxDOT is legally entitled to approve or deny the application or to impose conditions on its approval. However, TxDOT shall have the right to issue Utility permits in its discretion. Applications for Utility permits and associated coordination described in this Section 4.5.8 shall not be subject to a Change Order and are not considered a New Utility or Unidentified Utility as described in Section 4.5.1.

4.5.9 Security for Utility Adjustment Costs; Insurance

4.5.9.1 Upon request from a Utility Owner entitled to reimbursement of Utility Adjustment costs, DB Contractor shall, at its sole cost, provide security for such reimbursement by way of a payment bond, letter of credit or retention account, in such amount and on such terms as are negotiated in good faith between DB Contractor and the Utility Owner (or between TxDOT, DB Contractor and the applicable City Utility Owner, where the Utility Owner is a City Utility Owner).

4.5.9.2 DB Contractor may satisfy a Utility Owner's requirement that DB Contractor provide liability insurance by naming such Utility Owner as an additional insured on the insurance provided by DB Contractor or any Subcontractor pursuant to Section 3.5.

4.5.10 Additional Restrictions on Change Orders for Utility Adjustments

4.5.10.1 In addition to all of the other requirements and limitations contained in this Section 4.5 and in Section 4.6 the entitlement of DB Contractor to any Change Order under this Section 4.5 shall be subject to the restrictions and limitations set forth in this Section 4.5.10.

4.5.10.2 DB Contractor shall provide documentation satisfactory to TxDOT showing that the required analysis was performed and an appropriate determination made regarding the need for the Utility Adjustment, and shall also bear the burden of proving that the amount of any additional costs or time incurred by DB Contractor are both necessary and reasonable.

4.5.10.3 As part of the Work, DB Contractor is responsible for causing all Utility Adjustment Work and Incidental Utility Adjustment Work to occur, for reimbursing the Utility Owners for their costs of performing or furnishing Utility Adjustment Work and Incidental Utility Adjustment Work, and, subject to Section 4.5.5.2, for scheduling all Utility Adjustment Work and Incidental Utility Adjustment Work (whether performed by DB Contractor or the affected Utility Owner) so as to meet the Completion Deadlines herein. Accordingly, if a Utility Owner performs or furnishes Utility Adjustment Work or Incidental Utility Adjustment Work that was initially anticipated to be performed or furnished by DB Contractor, or if DB Contractor performs or furnishes Utility Adjustment Work or Incidental Utility Adjustment Work that was initially anticipated to be performed or furnished by the Utility Owner, there shall be no resulting time extension and no resulting change in the Price. The foregoing shall not affect TxDOT's right to any credit that may be owing under Section 4.6.

4.5.10.4 DB Contractor shall not be entitled to a Change Order for any costs or delays that are attributable to (a) any errors, omissions, inaccuracies, inconsistencies or other defects in designs furnished by any Utility Owner, including any failure of such designs to comply with the requirements of Section 14.3 of the Design-Build Specifications or (b) any defect in construction performed by any Utility Owner or other failure of such construction to comply with the requirements of Section 14.4 of the Design-Build Specifications.

4.5.10.5 DB Contractor shall not be entitled to a Change Order for any costs or delays resulting from the performance of Incidental Utility Adjustment Work by DB Contractor or any Utility Owner (including with respect to New Utilities for which DB Contractor is otherwise entitled to a Change Order under Section 4.5.1 and 4.6.9.2).

4.5.10.6 Any Change Order increasing the Price pursuant to this Section 4.5 shall include only the incremental costs arising from the circumstances giving rise to such Change Order.

4.5.10.7 DB Contractor shall not be entitled to any increase in the Price for any costs of coordinating with Utility Owners (including with respect to New Utilities for which DB Contractor is otherwise entitled to a Change Order under Section 4.5.1).

4.5.10.8 Any information with respect to Utilities provided in the Reference Information Documents is for DB Contractor's reference only, has not been verified, and shall not be relied upon by DB Contractor. Without limiting the generality of the foregoing, DB Contractor acknowledges that such information does not identify most of the Service Lines that may be impacted by the Project and that there may be other facilities impacted by the Project that are not identified in such information. DB Contractor shall verify all information with respect to Utilities included in the Reference Information Documents and shall perform its own investigations as provided in Sections 14.3.1 and 14.4.2 of the Design-Build Specifications. Accordingly, there shall be no changes in the Price and no time extensions on account of any inaccuracies in the Reference Information Documents with respect to any Utilities. Except as provided in Section 4.5.1, DB Contractor shall not be entitled to any increase in the Price or time extension as a result of any of the following:

(a) any increase in the extent or change in the character of the Utility Adjustment Work necessary to Adjust any Utility from that anticipated by DB Contractor;
(b) any difference in the cost to Adjust a Utility from that anticipated by DB Contractor;
(c) any inaccuracy in the information included in the Reference Information Documents as to the existence, location, ownership, type, or any other characteristic of any Utility;
(d) any inaccuracy in the Reference Information Documents as to whether any Utility is located within privately owned property or public right of way; or
(e) any inaccuracy in the Reference Information Documents as to the existence or nature of any rights or interest relating to the occupancy of any real property by any Utility.

4.5.10.9 Inasmuch as DB Contractor is both furnishing the design of and constructing the Project, DB Contractor may have opportunities to reduce the costs of certain portions of the Work, which may increase the costs of certain other portions of the Work. In considering each such opportunity, DB Contractor shall consider the impact of design changes on Utility Adjustments to the extent practical. Accordingly, except as otherwise provided in Section 4.6 with respect to TxDOT-Directed Changes, the following provisions shall apply with respect to any increase or decrease in the cost of the Work and any delay associated with design changes during the course of the Project which either reduce the nature or extent of or eliminate any Utility Adjustment, or result in unanticipated Utility Adjustments or an increase in the nature or extent of anticipated Utility Adjustments:

(a) DB Contractor shall not be entitled to extension of any Completion Deadline on account of delays resulting from any such design changes.

(b) DB Contractor shall not be entitled to any increase in the Price for any such additional costs that DB Contractor incurs (including both additional costs of Utility Adjustment Work and the costs of any additional Work on other aspects of the Project undertaken in order to avoid or minimize Utility Adjustments).

(c) If TxDOT incurs any such additional costs, then DB Contractor shall reimburse TxDOT for such costs within 10 days after receipt of TxDOT's invoice therefor, or in TxDOT's discretion, TxDOT may deduct the amount of reimbursement due from any payment due to DB Contractor under this Design-Build Contract.

(d) TxDOT shall not be entitled to a credit on account of reductions in the cost of the Work due to any such avoided or minimized Utility Adjustments.

4.5.10.10 If DB Contractor elects to make payments to Utility Owners or to undertake any other efforts which are not required by the terms of the Contract Documents, DB Contractor shall not be entitled to a Change Order in connection therewith. DB Contractor shall promptly notify TxDOT of the terms of any such arrangements.

4.5.10.11 Except as specified in this Section 4.5 or in Section 4.6, DB Contractor shall not be entitled to any Change Order with respect to any Utility Adjustments, including any act or omission of any Utility Owner that may result in a delay to the Project Schedule or in DB Contractor's incurring costs not included in the Price.

2. Section 4.6.3.1.1(c) of the General Conditions is hereby amended as follows:

(c) delays relating to <u>any City Utility Delay to the extent permitted by Section 4.5 and other delays relating to</u> Utilities, to the extent permitted by Sections 4.5.1, 4.5.5 and 4.6.9.2.

EXHIBIT 24

REMAINING PROJECT ROW

ROW Acquisition

Parcels to be acquired by DB Contractor:

2374-01-189: 11 and 32
2374-01-151: None.
2374-02-115: 67, 75, 77, 77(E), 118, 119, 120, 121, 106(E) and 113

Relocation Assistance

Parcels for which DB Contractor is responsible for relocation:

2374-01-189: 11, 32 and 34
2374-01-151: 93, 94, 103 and 114OAS
2374-02-115: 67, 68, 124OAS, 125OAS and 126OAS

The General Conditions are amended as follows: (i) underlined text is hereby added to the General Conditions and (ii) stricken text is hereby deleted therefrom.

1. Section 4.4.1.1 of the General Conditions is hereby revised as follows:

4.4.1.1 All Project ROW, including Additional Properties but excluding temporary interests in property for Project Specific Locations, shall be acquired by DB Contractor in the name of the State. DB Contractor shall undertake and complete the acquisition of all **Remaining** Project ROW, including Additional Properties, in accordance with Item 15 of the Design-Build Specifications, the approved Right of Way Acquisition Management Plan and all applicable Laws relating to such acquisition, including the Uniform Act. DB Contractor shall also be responsible for submitting the completed files in accordance with the closeout procedures as defined by TxDOT in Section 15.2.11 of the Design-Build Specifications.

2. Section 4.4.1.3 of the General Conditions is hereby revised as follows:

4.4.1.3 TxDOT shall (a) provide review and approval or disapproval of Acquisition Packages and Condemnation Packages for **Remaining** Project ROW, (b) except as provided below, undertake eminent domain proceedings, if necessary, for **Remaining** Project ROW in accordance with the procedures and time frames established in Item 15 of the Design-Build Specifications and the approved Right of Way Acquisition Management Plan, and (c) provide review and approval for the following Submittals: payment Submittals, relocation Submittals, administrative settlement Submittals and closing Submittals for **Remaining** Project ROW in accordance with the procedures and time frames established in the Design-Build Specifications and the approved ROW Acquisition Management Plan. TxDOT shall also provide review and approval for final closeout procedures established in Section 15.2.12 of the Design-Build Specifications.

3. Section 4.4.2.1 of the General Conditions is hereby revised as follows:

4.4.2.1 For real property needed for ROW within the Schematic ROW, TxDOT shall be responsible for (a) the purchase price of such real property, (b) any market rental consideration paid in connection with PUAs in accordance with Section 15.4.1 of the Design-Build Specifications, (c) relocation

assistance payments required in connection with such real property and (d) title insurance for such real property. Subject to the immediately preceding sentence and Section 4.4.2.6, DB Contractor shall be responsible for the performance and the costs of all right of way engineering, surveying, appraisals, administration, acquisition, relocation assistance, environmental permitting (other than certain mitigation requirements expressly excluded under Section 4.7.1) and related services for all such parcels **that are Remaining Project ROW (excluding the Additional Properties)**, including all costs and expenses of negotiation. If TxDOT incurs and pays any such costs and expenses on DB Contractor's behalf, DB Contractor shall reimburse TxDOT within 10 days of TxDOT's submittal to DB Contractor of an invoice for such TxDOT costs and expenses. Alternatively, TxDOT may deduct the amount of such costs and expenses from any sums owed by TxDOT to DB Contractor pursuant to this Design-Build Contract. For any parcels within the Schematic ROW that require acquisition by eminent domain, DB Contractor shall be responsible for the performance of support services for the condemnation proceedings described in Item 15 of the Design-Build Specifications; provided, however, that DB contractor shall be entitled to reimbursement for DB Contractor's reasonable out-of-pocket costs for providing such services to the extent allowed in accordance with DBA Exhibit 11. Such costs may be included in any Draw Request after the services are provided and incurred by DB Contractor. DB Contractor's responsibility for such support services shall terminate upon Final Acceptance of the Project. Notwithstanding the foregoing, TxDOT shall be responsible for the legal costs for the Office of the Attorney General or fees for private counsel retained as directed by the Office of the Attorney General in connection with any condemnation actions, except for such legal fees and costs that arise out of the acts, omissions, negligence, intentional misconduct, or breach of applicable Law, contract or Governmental Approval of a DB Contractor-Related Entity in the performance of its obligations under the Contract Documents.

4. Section 4.4.5 of the General Conditions is hereby revised as follows:

4.4.5 Negotiations and Condemnation Proceedings

4.4.5.1 Negotiations for any **Remaining** Project ROW shall be undertaken as set forth in the Contract Documents, including Section 15.4.1 of the Design-Build Specifications. DB Contractor shall obtain TxDOT's written approval of any offer to be extended to an owner of any interest in **Remaining** Project ROW prior to making such offer, in accordance with Section 15.3.6 of the Design-Build Specifications. DB Contractor shall notify TxDOT in writing, for its concurrence, of the failure of negotiations with respect to the acquisition of any parcel included in the **Remaining** Project ROW and shall submit to TxDOT for approval a Condemnation Package for the parcel as described in Section 15.4.4 of the Design-Build Specifications. TxDOT shall have 10 Business Days either to (a) approve the Condemnation Package or (b) provide its comments or request for additional information to DB Contractor if TxDOT determines that the Condemnation Package is incomplete or otherwise deficient. DB Contractor shall incorporate any suggested changes and provide any additional information requested by TxDOT and shall resubmit the Condemnation Package to TxDOT for review and approval. TxDOT shall have 10 Business Days to approve or provide comments to DB Contractor on any resubmittals.

4.4.5.2 Condemnation proceedings for any **Remaining** Project ROW will be brought by TxDOT within a reasonable time following approval by TxDOT of a complete Condemnation Package for the parcel as described in Section 15.4.4 of the Design-Build Specifications. TxDOT will deliver the petition for the parcel to DB Contractor within 105 days from the date of approval of the Condemnation Package. TxDOT will provide the payment for the parcel within 45 days from the date the Special Commissioners' award is filed with the court. Subject to the cost reimbursement provisions in Exhibit 11 to the DBA, DB Contractor shall cooperate in all respects with TxDOT and shall cause all expert witnesses, appraisers, surveyors, land planners and other consultants utilized by DB

Contractor in connection with the acquisition of the **Remaining** Project ROW subject to condemnation to be available to and assist TxDOT in connection with the condemnation proceedings, including discovery, depositions, prehearing preparation, Special Commissioner's hearing, jury trial, or other proceedings. Counsel engaged for settlement and condemnation proceedings shall be from the Office of the Attorney General representing TxDOT.

4.4.5.3 Except as provided in Section 4.4.2.5, DB Contractor shall be entitled to a Change Order in accordance with Section 4.6.9.5 for delays to the Critical Path due to **(a)** failure of TxDOT to make available the portion of the **Remaining** Schematic ROW or any Additional Properties that must be acquired due to a TxDOT-Directed Change, Relief Event, or a Necessary Basic Configuration Change, described in a condemnation packet within 365 days after approval of the Condemnation Package, **and (b) failure of TxDOT to make available the portion of the Schematic ROW that is not the Remaining Project ROW within 365 days after NTP1, in each case** excluding any delay caused in whole or in part by an act, omission, negligence, intentional misconduct, or breach of applicable Law, contract or Governmental Approval by any DB Contractor-Related Entity in performing the services required under the Contract Documents; provided, however, that the risk of delay following the expiration of **any** such 365-day period, on an individual parcel basis, shall be borne equally by each Party for the first 100 days thereafter (i.e., for each parcel, DB Contractor shall be entitled to one day of time extension for every two days of delay). Following the expiration of the first 100 days after the initial 365-day period, DB Contractor shall be entitled to one day of time extension for each day of eligible delay. The term "make available," as used herein, means to make available for (a) relocation of occupants and personal property, for occupied parcels, (b) demolition, for unoccupied, improved parcels, or (c) construction, for unoccupied, unimproved parcels. DB Contractor through due diligence shall initiate, cooperate and be responsible for all efforts necessary for the processing of the administrative portion of the condemnation action, up to and including the deposit of the award of Special Commissioners.