

EXHIBIT 1

ABBREVIATIONS AND DEFINITIONS

(Attached)

EXHIBIT 2

DB CONTRACTOR'S PROPOSAL COMMITMENTS, ATCS AND SCHEMATICS

Appendix 1: **Proposal Commitments**

Appendix 2: **ATC's**

Appendix 3: **Schematics**

Appendix 1

Proposal Commitments

[To be provided from the Proposal]

Appendix 2

DB Contractor's ATC's

[To be provided from the Proposal]

Appendix 3

Schematics

EXHIBIT 3
FEDERAL REQUIREMENTS

<u>Exhibit Description</u>	<u>No. of Pages</u>
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b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT 3 TO EXHIBIT 3
FEDERAL PREVAILING WAGE RATE

(Attached; subject to change)

Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. Nondiscrimination programs require that Federal-aid recipients, subrecipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally funded or not. The factors prohibited from serving as a basis for action or inaction which discriminates include race, color, national origin, sex, age, and handicap/disability. The efforts to prevent discrimination must address, but not be limited to a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigations of complaints, allocations of funds, prioritization of projects, and the functions of right-of-way, research, planning, and design.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2) If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals.

For purposes of this Section A.5.c.(2), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business:

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in the first paragraph under Section A.5.c.(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of Section A.5.c.(2).

(3) With respect to materials or supplies purchased from DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

(4) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Sum, but subject to commitment of the unpaid balance of the Price to mitigation costs and damages on the Contract, 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 under the Contract.

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 \$_____ ***[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.

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 Obligea or its successors and assigns.

IN WITNESS WHEREOF, Principal and Surety have caused this Bond to be executed and delivered as of _____, 200__.

Principal:

By: _____
Its: _____
(Seal)

Surety:

By: _____
Its: _____
(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

SURETY

_____ or secretary attest

By: _____
Name
Title:
Address:

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

EXHIBIT 13

FORM OF GUARANTY

GUARANTY

THIS GUARANTY (this "Guaranty") is made as of _____, 20__ by _____, a _____ ("Guarantor"), in favor of the TEXAS DEPARTMENT OF TRANSPORTATION, an agency of the State of Texas ("TxDOT").

RECITALS

A. _____, as design-build contractor ("DB Contractor"), and TxDOT are parties to that certain Design-Build Agreement (the "Agreement") pursuant to which the DB Contractor has agreed to design, and construct 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 Agreement; and (ii) consummate the transactions contemplated thereby, Guarantor has agreed to enter into this Guaranty.

C. DB Contractor is a _____. The Guarantor is _____. The execution of the Agreement by TxDOT and the consummation of the transactions contemplated thereby will materially benefit Guarantor. Without this Guaranty, TxDOT would not have entered into the Agreement with DB Contractor. Therefore, in consideration of TxDOT's execution of the Agreement 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 the 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 the DB Contractor. If any payment made by the 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 the DB Contractor, Guarantor or their respective assets, and (b) the existence of any claim or set-off which the 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 the DB Contractor and if any default occurs hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the 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 the DB Contractor. Guarantor hereby waives the right to require TxDOT to proceed against the 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 the 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 the 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 the DB Contractor of the Guaranteed Obligations.

under the Agreement except (a) those expressly waived in this Guaranty, (b) failure of consideration, lack of authority of the DB Contractor and any other defense to formation of the Agreement, and (c) defenses available to the 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 16.1.3 of the Agreement.

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

a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DRAW REQUEST NO. _____ CERTIFICATION

The undersigned hereby certifies that (choose applicable bracketed language):

- ◆ Except as specifically noted in this certification, all Work, including that of designers, Subcontractors, and Suppliers, which is the subject of this Draw Request has been checked and/or inspected by [the Design Quality Assurance Manager with respect to Professional Services] [the Construction Quality Acceptance Manager with respect to construction Work];
- ◆ Except as specifically noted in this certification, all [Professional Services] [construction Work] which is the subject of this Draw Request conforms to the requirements of the Contract Documents;
- ◆ [The Design Quality Management Plan [The Construction Quality Management Plan] and all of the measures and procedures provided therein are functioning properly and are being followed; and
- ◆ [The Professional Services percentages and construction percentages indicated are accurate and correct.] [All quantities for which payment is requested on a unit price basis are accurate.]

Exceptions:

Name: _____
[DQAM] [CQAM] Representative

Date

Seal:

DRAW REQUEST CHECKLIST

Enclosed with this cover sheet are the following:

- Monthly progress report as described in Section 2.1.1.2.4 of the Technical Provisions
- Certifications by the Design Quality Assurance Manager and the Construction Quality Acceptance Manager;
- Monthly report of personnel hours;
- Draw Request data sheet(s) and documents that support and substantiate the amount requested;
- An approved Schedule of Values or an approved revised Schedule of Values as described in Section 2.1.1.2.3 of the Technical Provisions
- DBE utilization reports;
- Cash flow curves and comparison to the Maximum Payment Schedule;
- An approved Project Status Schedule Update as described in Section 2.1.1.2.2 of the Technical Provisions

Eastbound IH 30 Main Lanes (Mixmaster – 4 Lane Section)			
	Time Period A Liquidated Damages Per Hour	Time Period B Lane Rental Fees Per Hour	Time Period C Lane Rental Fees Per Hour
One Lane Closed	\$ 10,000	\$ 50	\$ 50
Two Lanes Closed	\$ 20,000	\$ 2,000	\$ 200
Three Lanes Closed	\$ 50,000	\$ 10,000	\$ 1,000
Four or More Lanes Closed	\$ 100,000	\$ 50,000	\$ 5,000

Westbound IH 30 Main Lanes (Mixmaster – 4 Lane Section)			
	Time Period A Liquidated Damages Per Hour	Time Period B Lane Rental Fees Per Hour	Time Period C Lane Rental Fees Per Hour
One Lane Closed	\$ 10,000	\$ 50	\$ 50
Two Lanes Closed	\$ 20,000	\$ 2,000	\$ 200
Three Lanes Closed	\$ 50,000	\$ 10,000	\$ 1,000
Four or More Lanes Closed	\$ 100,000	\$ 50,000	\$ 5,000

Northbound IH 35E Main Lanes (Mixmaster – 2 Lane Section)				
	Time Period A Liquidated Damages Per Hour	Time Period B Lane Rental Fees Per Hour	Time Period C Lane Rental Fees Per Hour	Time Period D Lane Rental Fees Per Hour
One Lane Closed	\$ 50,000	\$ 10,000	\$ 200	\$ 50
Two or More Lanes Closed	\$ 100,000	\$ 50,000	\$ 5,000	\$ 2,000

Southbound IH 35E Main Lanes (Mixmaster – 2 Lane Section)				
	Time Period A Liquidated Damages Per Hour	Time Period B Lane Rental Fees Per Hour	Time Period C Lane Rental Fees Per Hour	Time Period D Lane Rental Fees Per Hour
One Lane Closed	\$ 50,000	\$ 10,000	\$ 200	\$ 50
Two or More Lanes Closed	\$ 100,000	\$ 50,000	\$ 5,000	\$ 2,000

#	Origin	Via	Destination	Incentive for Opening Early	Disincentive for Late Opening (Liquidated Damages)
2	NB IH 35E	NB IH 35E	Colorado	None	\$2000/day
8	NB IH 35E	EB IH 30 CD	Lamar/Griffin/Downtown	\$2000/day, max 30 days	\$2000/day
10	SB IH 35E	SB IH 35E	Commerce/Reunion	\$2000/day, max 30 days	\$2000/day
11	SB IH 35E	SB IH 35E	Riverfront	None	\$2000/day

12	SB IH 35E	SB IH 35E	Colorado	None	\$2000/day
13	SB IH 35E	SB IH 35E	Fleming	None	\$2000/day
21	SB IH 35E	EB IH 30 CD	Lamar/Griffin/Downtown	\$2000/day, max 30 days	\$2000/day
26	EB IH 30	EB IH 30 CD	EB IH 30 CD	None	\$2000/day
27	EB IH 30	EB IH 30 CD	Lamar/Griffin/Downtown	\$2000/day, max 30 days	\$2000/day
38	WB IH 30	SB IH 35E	Colorado	None	\$2000/day
39	WB IH 30	SB IH 35E	Fleming	None	\$2000/day
41	Commerce	WB IH 30	WB IH 30	\$2000/day, max 180 days	\$2000/day
43	Commerce	EB IH 30	EB IH 30	None	\$2000/day
44	Riverfront	SB IH 35E	SB IH 35E	None	\$2000/day
47	Colorado	NB IH 35E	NB IH 35E	None	\$2000/day
49	Colorado	Colorado	Colorado	\$2000/day, max 180 days	\$2000/day
52	Reunion	SB IH 35E	SB IH 35E	None	\$2000/day
53	Reunion	SB IH 35E	EB IH 30	None	\$2000/day

The above closures are described in Section 18 of the Technical Provisions.

(a) Liquidated Damages for Lane Closures and Lane Rental Fees shall be assessed in quarter-hour increments for any Lane Closure during the term of the DBA and more particularly during the Warranty Term, as described in Section 11.1.2 of the DBA. The assessment of Liquidated Damages for Lane Closures shall be for Lane Closures during which one or more lanes (including main lanes, ramps and direct connectors) are closed or have a width that is less than the minimum requirements for permitted Lane Closures set forth in Section 18 of the Technical Provisions.

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

(c) Each of the amounts of liquidated damages and lane rental fees set forth in Table 17-1 shall be increased annually on January 1 of each year after the Effective Date by a percentage equal to the percentage increase in the CPI between the CPI for October of the second immediately preceding year and the CPI for October of the immediately preceding year. In no event shall the amount be less than the amount in effect during the immediately preceding year. If there is a decrease or no increase in the CPI index then there shall be no increase in the amounts of liquidated damages or lane rental fees.

(d) Provision of liquated damage values for Time Period A does not in any way 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. Liquidated damages are provided for Time Period A to permit assessment of additional liquidated damages if Lane Closures extend from other Time Periods into Time Period A.

(e) The first \$500,000 of cumulative Lane Rental Fees incurred by the DB Contractor with respect to Lane Closures as described in this Exhibit will be forgiven by TxDOT and not assessed against the DB Contractor.

EXHIBIT 18

INITIAL DESIGNATION OF AUTHORIZED REPRESENTATIVES

TxDOT Authorized Representative(s)

TxDOT's Executive Director, Chief Planning and Projects Officer and their designees.

DB Contractor's Authorized Representative(s)

EXHIBIT 19

LIST OF REFERENCE INFORMATION DOCUMENTS (RID)

[To be updated prior to execution of DB Agreement]

- HORSESHOE
 - Horseshoe Aesthetics
 - Urban Design Technical Guidelines.pdf
 - Horseshoe DesignException
 - HS_DesignException_042512.pdf
 - Horseshoe IAJR
 - Horseshoe IAJR_0316_withAppDraftStamp.pdf
 - Horseshoe Schematic
 - PDF
 - DGN
 - VISSIM
 - Horseshoe Environmental
 - 0196-03-205_Draft Horseshoe EPIC_May 2012.pdf
 - 0196-03-205_HorseshoeEA_Final_draft_pre-PH_062812.pdf
 - Horseshoe Geotech
 - Boring_Misc_Combined_1-5_2012-04-12_All.pdf
 - BORINGS_IH35_COD.dgn
 - Historical Borings.pdf
 - I-35_Horseshoe_Borings_and_CPTs_New_and_Historical.pdf
 - I35E_CORE01-12.pdf
 - Soil_survey_pavement design_Final_6_13_2012.pdf
 - I35E_Geotechnical_Report.pdf
 - USACE Borings.pdf
 - WinCORE logs.pdf
 - Horseshoe Hazmat
 - SGMP
 - References
 - 1_HTRW Work Plan_Final_010912.pdf
 - 2_Figures_1 and 2_Final_010912.pdf
 - 3_Appendices A-N_Final_010912.pdf
 - Horseshoe VCP Files.zip
 - Pegasus PH I ESA.pdf
 - Horseshoe Preliminary Design
 - BridgePDF
 - BR-Layout-Exhibit
 - BridgeKeymap
 - BR-SCROLL
 - Drainage&UtilitesPDF
 - HORSESHOE_DRNG.pdf
 - Horseshoe Utility Conflict Contact List
 - IH 35 E Test Hole Layout 11X17.pdf
 - SIGNED TEST HOLES.pdf
 - Sump 2_Layout_Exhibit.pdf

- Sump 3_Layout_Exhibit.pdf
- Utility Strip Map (1 of 2).pdf
- Utility Strip Map (2 of 2).pdf
- Microstation
- RoadwayPDF
 - DSR_IH35Eupdated.pdf
 - I35E TITLE01.pdf
 - I35E_COLORADO_XS_L.pdf
 - I35E_HALN.pdf
 - I35E_HDATA.pdf
 - I35E_PLAN01.pdf
 - I35E_PROF01.pdf
 - I35E_RDWY_LTRA.pdf
 - I35E_X-SECTIONS.pdf
 - IH35E_TYP01 with Proposed Pavement Structure.pdf
 - IH35E_TYP01.pdf
- Dallas Horseshoe Preliminary Design Exhibit
- Preliminary Design Revisions.zip
- Horseshoe ROW Status
 - Horseshoe RID ROW Status 04252012.pdf
 - Horseshoe RID ROW Status 06152012.pdf
 - HORSESHOE ROW
 - HORSESHOE ROW.pdf
 - HORSESHOE ROW.dgn
- Horseshoe Traffic Data
 - Dallas Horseshoe – Approved Traffic Data.pdf
- Horseshoe USACE
 - DFLeveeSPFvsDesigngrade.pdf
 - DrChecks_DQC_20120628.pdf
 - Drilling and Testing Quality Control Plan_I-35 Project_Revised.pdf
 - Horseshoe Initial 408 submittal to USACE 06.01.12.zip
 - HS_FOEP_CN_Revised 053012.pdf
 - Review Plan for IH 30-IH35E Dallas Horseshoe (16 Apr 12).pdf
- Horseshoe Utilities
 - DWU Horseshoe.zip
 - Utilities Record Drawings and Test Holes.zip
- City of Dallas Future Trail Plans.pdf
- DFCD Floodway Access Package.zip
- Margaret McDermott 90%
 - IH 30 Ped Bridges_90 %_Arch Steel Quantities_06-29-2012.pdf
 - IH 30 Ped Bridges_90 %_Drawings_06-29-2012.pdf
 - IH 30 Ped Bridges_90 %_Project Specs_06-029-2012.pdf
 - IH 30 Ped Bridges_90 %_Super Steel Quantities_06-29-2012.pdf
 - IH 30 Ped Bridges_Final Geotechnical Report_06-29-2012.pdf
- As-Builts CSJ 0196-03-209.zip
- As-Builts CSJ 0261-03-36.zip
- As-Builts.zip
- AT&T Records Information.pdf

- Bridge Asbestos Reports.zip
- City of Dallas Projects.zip
- Existing TxDOT ITS Communication Hub Locations.BMP
- IH 30- 35% Design- from Sylvan to IH 35E.zip
- Margaret McDermott DRAFT_RFP.zip
- Margaret McDermott- 50% Submittal.zip
- Original Pegasus ROW Maps.zip
- Project Pegasus.zip
- Survey Control Points.zip
- TxDOT QAP Design-Build Implementation Guide 2011.pdf
- TxDOT QAP_for _Design-Build_07-25-11.pdf

EXHIBIT 20

PROGRESS PAYMENT
CERTIFICATE

WHEREAS, the Texas Department of Transportation (“TxDOT”) and _____ (“DB Contractor”) are parties to a Design-Build Agreement to design, construct and at TxDOT’s option, maintain the Horseshoe Project (“Project”) in Dallas County, Texas; and

WHEREAS, TxDOT has issued to DB Contractor a Certificate of Final Acceptance for the design and construction of the Project; and

WHEREAS, pursuant to the Maximum Payment Schedule set forth in the DB Agreement, TxDOT’s payments to DB Contractor for design and construction of the Project must continue beyond the date of Final Acceptance of DB Contractor’s design and construction work by TxDOT; and

WHEREAS, TxDOT has determined that there is no dispute that it owes \$_____ to DB Contractor, to be paid in accordance with the schedule described in Section 12.4.6 of the DB Agreement; and

NOW THEREFORE, TxDOT acknowledges its obligation, subject to Texas law, to pay DB Contractor a total of \$_____, and hereby certifies that it will pay that obligation by monthly payments as set forth on Attachment 1.

Executed as of the _____.day of _____, _____.

TEXAS DEPARTMENT OF TRANSPORTATION

Phil Wilson
Executive Director

Exhibit 20

Attachment A

PAYMENT DATE	PAYMENT AMOUNT

Exhibit 21

KEY SUBCONTRACTORS

[Insert from Proposal Form Q]