Texas Department of Transportation
Texas Turnpike Authority
125 East 11th Street
Austin, Texas 78701-2483

Attn. Mark Tomlinson, P.E.

Re: Request for proposals to develop, design, construct, finance, operate and maintain the North Tarrant Express through Comprehensive Development Agreements

Proposer: OHL Infrastructure, Inc.

Austin, TX. December 1, 2008

Dear Mr. Tomlinson:

Enclosed you will find the response to the Request for Proposals to develop, design, construct and maintain the North Tarrant Express through Comprehensive Development Agreements.

We believe OHL Infrastructure, Inc. will provide you with the best team for this project for the following reasons:

1. **TEAM LEADERSHIP.** The companies that comprise our team are among the best in their respective fields. An example of the leadership this team offers is the fact that **OHL Concesiones**, acting as both the parent company of the Proposer and the Equity Member in this Proposal, ranks 7th among Transportation Developers in the world due its number of concessions (according to *Public Works Financing, October 2008 edition*). However, due to its recent success in the last couple of years, with the awarding of nine different PPP projects in Spain, Brazil and Mexico, it is currently responsible for running and operating more than **2,500 highway miles worldwide** (ranks even higher according to the number of miles managed).

   In addition, the Construction Team is formed by a *Construction Joint Venture* of two of the most well recognized companies in the Texas Industry:

   - **Archer Western Contractors, Ltd.,** an industry leader across the nation and a subsidiary of The Walsh Group, a 107-year-old construction firm that ranks 20th on ENR's Top Contractors list, with 12 regional offices across the country and over $4.6b currently under contract.
   - **Texas Sterling Construction** specialized in the building and reconstruction of transportation and water infrastructure in large and growing markets in Texas.

   Other important members of our team include, among others:

- **TranSystems Corporation,** for the Project Design
- **VMS, Inc.,** for O&M activities
- **Raytheon,** for Toll Collection System
- **Telvent,** for the establishment and maintenance of the Traffic Management Center
- **Depfa Bank,** as our Financial Advisor

2. **AVAILABILITY AND KNOWLEDGE OF THE AREA.** Our team is familiar with the issues surrounding this project and the majority of members have worked with TxDOT previously. Furthermore, nearly the entire Design Build team is already established with local offices in the Dallas/Forth Worth area (Archer Western and TranSystems).

   In addition, VMS, our O&M Company, currently has a contract with TxDOT to perform maintenance activities on 1,000 lane miles of I-35 through Waco, in close proximity to the project area.

3. **TECHNICAL CAPABILITY AND PROJECT KNOWLEDGE.** The technical success of the project will be ensured in every aspect with the above-mentioned team structure. OHL Concesiones currently runs its toll highway miles worldwide with proven success. TranSystems will be in charge of all the engineering design and has also been working on the traffic and revenue studies for this proposal.

4. **FINANCIAL CAPABILITY.** The capacity to raise financing for PPP projects in the world by OHL Concesiones is proven worldwide, especially with the additional knowledge in closing transactions of the same nature, with the support provided by our financial advisor.

As of today **there are two important issues that have not been resolved yet** that are directly related to the Project and the current financial market conditions. The first one is that the **binding commitment from TIFIA** is not available at this point. The second one is the **tax treatment of the public funds**. To solve these issues, OHL Infrastructure would need TxDOT's close collaboration and additional time, as OHL Infrastructure forecasted in its letter sent to TxDOT on July 15, 2008.

Because of the above issues, OHL Infrastructure submits the enclosed Proposal subject to the following conditions, as stated in *Form A -Proposal Letter-* :

1) OHL Infrastructure obtains a binding commitment from TIFIA for TIFIA debt financing described in the enclosed Plan of Financing and reflected in the Financial Models for both Base and Ultimate Scope Proposals.

2) The executed CDA reflects the changes related to the treatment of the public funds from TxDOT, as requested by OHL Infrastructure in the November 10, 2008 letter to TxDOT (attached to the Proposal Letter as Annex A-1).

As a consequence, **OHL Infrastructure has decided not to include the original Proposal Security in the enclosed Proposal**. Nevertheless, OHL Infrastructure has included copies of the Proposal Security to show TxDOT that the original Proposal Security has been issued and to demonstrate the ability of the Proposer to obtain it. OHL Infrastructure would be willing to discuss with TxDOT the delivery of the original Proposal Security if we have the opportunity to enter into negotiations with TxDOT after submitting this Proposal.

We hope that the submittal of this Proposal helps TxDOT to move forward with the procurement, and we appreciate the opportunity to present this Proposal to you and are looking forward to working with you on this project.

Sincerely,

Roberto Hombrados
Authorized Representative
OHL Infrastructure, Inc.

Exhibit E

SUMMARY AND ORDER OF PROPOSAL CONTENTS

Proposal Component	Form (if any)	ITP Section Cross-Reference	Count Towards the Page Limit?
Technical Proposal			
Proposers shall follow the order of this checklist in their submissions. A referenced copy of this document shall be submitted with the Technical Proposal.			
A. Executive Summary			
Executive Summary **(Exclude price information)**	No forms are provided	Exhibit B, Section 3.1	No
B. Proposer Information, Certifications & Documents			
Proposal Letter	Form A	Exhibit B, Section 3.2.1	No
Authorization Documents	No forms are provided	Exhibit B, Section 3.2.1	No
Identification of Proposer and Equity Participants	Form B-1	Exhibit B, Section 3.2.2	No
Information About Proposer Organization	Form B-2	Exhibit B, Section 3.2.2	No
Information About Major Participants, Major Professional Services Firms and Identified Subcontractors	Form B-3	Exhibit B, Section 3.2.2	No
Responsible Proposer and Equity Participant Questionnaire	Form C	Exhibit B, Section 3.2.3	No
Industrial Safety Record for Team Members Performing Installation or Construction Work	Form D	Exhibit B, Section 3.2.4	No
Personnel Work Assignment Form	Form E	Exhibit B, Section 3.2.5	No
Key Personnel statement of availability	No forms are provided	Exhibit B, Section 3.2.5	No
Letter(s) Approving Key Personnel	No forms are provided	Exhibit B, Section 3.2.6	No

Proposal Component	Form (if any)	ITP Section Cross-Reference	Count Towards the Page Limit?
Letter(s) Approving Changes in Proposer's Organization	No forms are provided	Exhibit B, Section 3.2.6	No
Non-Collusion Affidavit	Form F	Exhibit B, Section 3.2.7	No
Buy America Certification	Form G	Exhibit B, Section 3.2.8	No
DBE Certification	Form H No forms are provided for the DBE Commitment Plan	Exhibit B, Section 3.2.9	No
Child Support Statement for State Grants, Loans and Contract	Form I	Exhibit B, Section 3.2.10	No
Conflict of Interest Disclosure Statement	Form J	Exhibit B, Section 3.2.11	No
Certification Regarding Communications with NTTA	Form R	Exhibit B, Section 3.2.12	No
Equal Opportunity Employment Certification	Form S	Exhibit B, Section 3.2.13	No
C. Concession Facility Development Plan			
Concession Facility Management Plan	No forms are provided	Exhibit B-1, Section 1.1	Yes
Operations and Maintenance Management and Technical Solutions	No forms are provided	Exhibit B-1, Section 1.2	Yes
Design-Build Management and Technical Solutions	No forms are provided	Exhibit B-1, Section 1.3	Yes
Milestone Schedule	Form O, Completion Deadlines	Exhibit B-1, Section 1.1.2.1	No
D. Appendices			
Key Personnel Resumes and References	No forms are provided	Exhibit B, Section 3.2.5.1	No

Proposal Component	Form (if any)	ITP Section Cross-Reference	Count Towards the Page Limit?
Technical Drawings, Graphs, Data, and Schematic(s)	No forms are provided	Exhibit B-1, Section 1.3.3	No
Project Schedules (Preliminary Baseline Schedule and Preliminary Renewal Work Schedule)	No forms are provided	Exhibit B-1, Section 1.1.2.1	No
E. Proposal Security (Proposal will include either a Proposal Bond or Letter of Credit in a form listed below)			
Proposal Bond	Form L-1	Exhibit B, Section 3.3.1	No
Letter of Credit	Form L-2	Exhibit B, Section 3.3.2	No
F. Escrow Agreement			
Escrow Agreement	Form M	Exhibit B, Section 3.4	No
G. Proposer Election and Provision of Concession CDA Terms			
Election of Terms for Termination Compensation	No forms are provided	Exhibit B, Section 3.5.1	No
Provision of Terms for the Allocation of the Revenue Payments	No forms are provided	Exhibit B, Section 3.5.2	No
Provision of Terms for the Allocation of the Refinancing Gain Payment	No forms are provided	Exhibit B, Section 3.5.3	No
Security Commitment for the Concession CDA	Form B-2	Exhibit B, Section 3.5.4	No

Proposal Component	Form (if any)	ITP Section Cross-Reference	Count Towards the Page Limit?
Proposal for the CDA for Segments 2-4			
Proposers shall follow the order of this checklist in their submissions. A referenced copy of this document shall be submitted with the Proposal for the CDA for Segments 2-4.			
A. Project Management Plan			
Project Management Plan	No forms are provided	Exhibit D, Section 2.0	Yes
Quality Management Plan	No forms are provided	Exhibit D, Section 2.1.3	Yes
B. Conceptual Development Plan			
Conceptual Development Plan	No forms are provided	Exhibit D, Section 3.0	Yes
C. Conceptual Financial Plan			
Conceptual Financial Plan	No forms are provided	Exhibit D, Section 4.2.1	Yes
Conceptual Financial Models	No forms are provided	Exhibit D, Section 4.2.2	No
D. Price Proposal for Initial Scope of Work			
Price Proposal for Initial Scope of Work	Form W	Exhibit D, Section 5.0	No
E. Appendices			
Key Personnel Resumes and References for CDA for Seg. 2-4	No forms are provided	Exhibit B, Section 3.2.5	No
Preliminary T&R Forecasts	No forms are provided	Exhibit D, Section 3.2	No
Approach to Draft Facilities Report	No forms are provided	Exhibit D, Section 3.2	No
Pro-forma Financial Statements	No forms are provided	Exhibit D, Section 3.2	No

Financial Proposal
Proposers shall follow the order of the Financial Checklist in their submissions. A referenced copy of this document shall be submitted with the Financial Proposal.

	Proposal No:	Location of information within submission documentation	
		Document Reference	Financial Model Sheet Reference
A.	**Updated financial information** The Proposer must provide the corporate and financial information identified in Section 2.0 of Exhibit C, for the Proposer and Equity Participants		
A1	Audited Financial Statements for all periods subsequent to QS and unaudited interim financial statements (Exhibit C, Section 2.0) ***[NOTE: FINANCIAL STATEMENTS FOR NON-PUBLIC ENTITIES MAY BE SUBMITTED DIRECTLY INTO ESCROW]***		
A2	Guarantor letters of support (as required) (Exhibit C, Section 2.0)		
A3	For publicly held companies, most recent SEC 10-K and 10-Q reports and any 8-Ks filed since the QSs (Exhibit C, Section 2.0)		
A4	Credit Ratings (Exhibit C, Section 2.0)		
A5	Letter regarding material change in financial condition since submission of the QS and for next reporting period (Exhibit		

	Proposal No:	Location of information within submission documentation	
		Document Reference	Financial Model Sheet Reference
	C, Section 2.0)		
A6	Letter disclosing all material off balance sheet liabilities (Exhibit C, Section 2.0)		
A7	Letter regarding non-recourse financing (Exhibit C, Section 2.0)		
B	**Financing Plan** (Exhibit C, Section 3.0)		
B1	Range of Financing Sources (Exhibit C, Section 3.1)		
B2	Details for Lenders and Lender Support Letters (Exhibit C, Section 3.2)		
B3	Details of Equity Source and letters from Equity Participants (Exhibit C, Section 3.3)		
B4	Financial Advisor Letter (Exhibit C, Section 3.4)		
B5	T&R Representation Letter (Exhibit C, Section 3.5)		
B6	Schedule for Commercial and Financial Close (Exhibit C, Section 3.6)		
B7	Identity of Financial Institution (Exhibit C, Section 3.7)		
B8	Financial Summary Form (Form V) (Exhibit C, Section 3.8) ***TO BE SUBMITTED WITH PROPOSAL TO TxDOT IN***		

	Proposal No:	Location of information within submission documentation	
		Document Reference	Financial Model Sheet Reference
	SEALED AND CLEARLY LABELED ENVELOPE		
C	**Feasibility of Financing Plan** (Exhibit C, Section 4.0)		
D	**Form K:** ***TO BE SUBMITTED DIRECTLY INTO ESCROW***		
D1	Public Funds Request for Base Scope Proposal and NTP Capacity Improvements Funds Request Form (Form K-1) (Exhibit C, Section 5.2)		
D2	Assigned Credits Form (Form K-2) (Exhibit C, Section 5.3)		
E	**Financial Models** (Exhibit C, Section 6.0) ***TO BE SUBMITTED DIRECTLY INTO ESCROW***		
E1	Base Scope Financial Model and Ultimate Scope Financial Model (Exhibit C, Section 6.0 to 6.3)		
E2	Financial Model Assumptions Book (Exhibit C, Section 6.4)		
E3	Financial Model Instructions Guide (Exhibit C, Section 6.5)		
E3	Financial Model Audit (Exhibit C, Section 6.6)		
F	**Cost and Pricing Data (separately sealed)** (Exhibit C,		

	Proposal No:	Location of information within submission documentation	
		Document Reference	Financial Model Sheet Reference
	Section 6.7) ***TO BE SUBMITTED DIRECTLY INTO ESCROW NO LATER THAN SEVEN DAYS AFTER THE PROPOSAL DUE DATE***		
G	**Detailed Costing Form for Concession CDA (Form P)** (Exhibit C, Section 7.0)		
H1	**Revenue Payment Table – Base Scope Proposal (Form U)** (Exhibit C, Section 8.0) ***TO BE SUBMITTED DIRECTLY INTO ESCROW***		

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	Responsible Proposer and Equity Participant Questionnaire	Form C, Page 1
	Industrial Safety Record for Team Members Performing Installation or Construction Work	Form D, Page 1
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NOVEMBER 2008

EXECUTIVE SUMMARY

Technical Proposal for the the North Tarrant Express Project as proposed by

OHL Infrastructure

OHL Infrastructure, Inc.

EXECUTIVE SUMMARY

Fort Worth, ranked as one of "America's Most Livable Communities" and the 18th largest city in the U.S., is considered a prime location to work, live, and do business. With affordable living, outstanding educational system, popular attractions, world-renowned arts, and a diverse business environment, it is no surprise why residents are so proud of their communities. This sense of pride serves as a model for other cities across the nation.

From 2000 to 2007, the population of North Central Texas grew 28 percent and this trend is expected to continue for many years. It is an exciting time as growth brings new economic and cultural opportunities to the area, but it is also a time for Fort Worth and the North Texas Region to plan for new and unique challenges. With a world-class transportation system and strong commitment to sustainable development, Fort Worth is about to embark on perhaps the largest, most important infrastructure project ever built: the North Tarrant Express.

This 36-mile roadway corridor project is easily identified as the single most important project of the last several decades. Located across the northern portion of Fort Worth and Tarrant County, the North Tarrant Express will greatly improve mobility along some of the most congested thoroughfares in the State: Loop 820 at Airport Freeway, Denton Highway and Rufe Snow Drive. This traffic congestion has direct negative effects on the environment, business and industry leaders, as well as the overall quality of life. The continued social and economic well-being of North Texas residents are just two of the many benefits of the North Tarrant Express project.

The OHL Team, with 90 years of experience and presence in 18 countries, runs 28 concessions currently and more than 2.500 managed miles. It ranks 7th among Transportation Developers in the world due its number of concessions. The OHL team is honored to have this opportunity to be a part of such a meaningful project that will have a lasting positive impact on the North Texas Region. This is an opportunity to be a pioneer in public transportation; North Tarrant Express has the ability to become the foremost example of an efficient and innovative Concession Development Agreement (CDA).

As a supporter of improved public transportation infrastructure, OHL and its Team proposes to develop, design, construct, finance, operate and maintain the North Tarrant Expressway and provide cost-effective mobility solutions for communities, corridor users and other key stakeholders to enjoy. We look forward to working with local, regional and state leaders in turning this project into a reality.

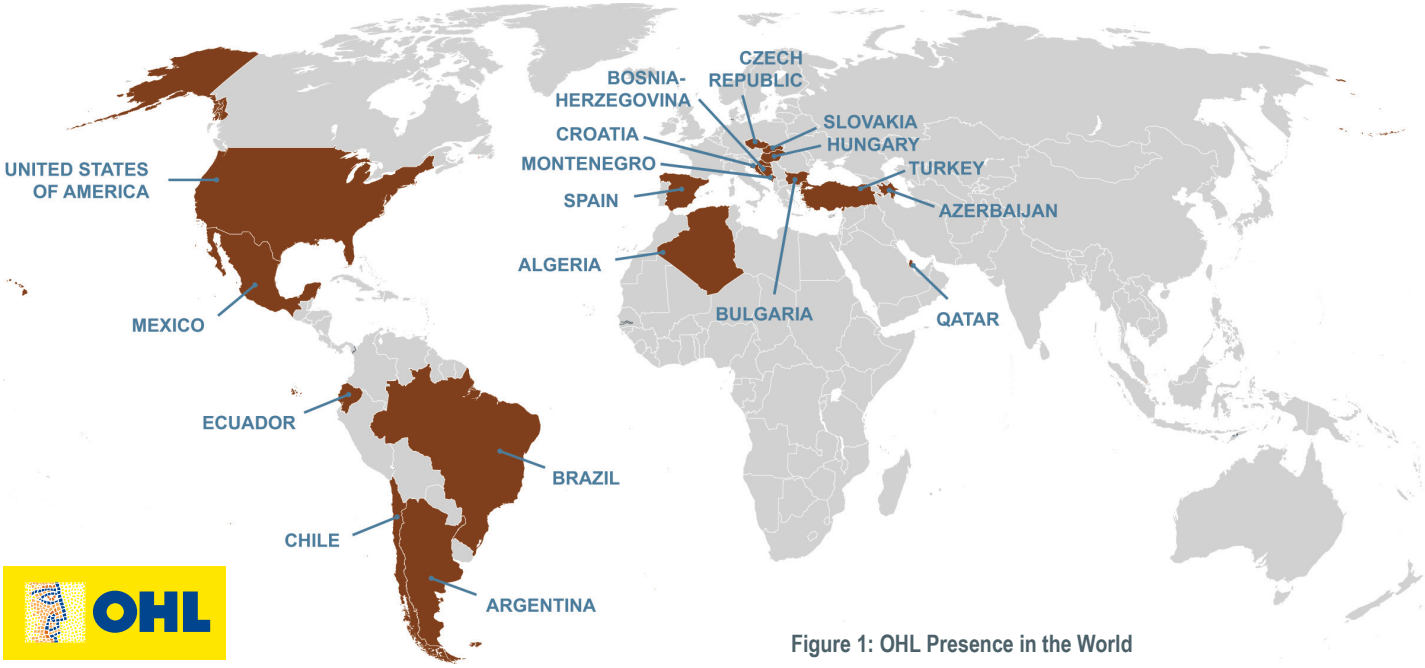


Figure 1: OHL Presence in the World

A. ORGANIZATION AND CONTENTS OF PROPOSAL

The organization of OHL's team is structured under 3 major participants:

- **Proposer & Developer** – OHL Infrastructure Inc.
- **Equity Participant** - OHL Concesiones, S.L.
- **D&B Team (Design and Build Team)** – Archer Western-Texas Sterling Joint Venture and TranSystems.

The contents of the present Technical Proposal have been organized in the order set forth in Exhibit E and is clearly indexed as specified in the ITP Exhibit B 1.0

B. A SUMMARY OF ANY CHANGES TO THE PROPOSER'S QS

Since the submittal of the RFQ, The OHL Team has expanded its operations and has increased its ranking among the main PPP Developers in the World, as mentioned earlier.

In respect to the SOQ itself, the main difference now is that the Proposer's Organization has been adjusted since being shortlisted by TxDOT to better fit the current scope of work, as explained in the next section.

In regards to the project, the original Segment 1 submitted in the RFQ as the concession facility has been broken down by TxDOT into two different scopes, Base Scope Proposal and Ultimate Scope Proposal. The OHL Team has identified these scopes as follows:

a) Base Scope Proposal, which covers the Mandatory Scope
b) Ultimate Scope Proposal, which adds Option 1, Option 2 and Option 3 (all belonging to Segment 1).

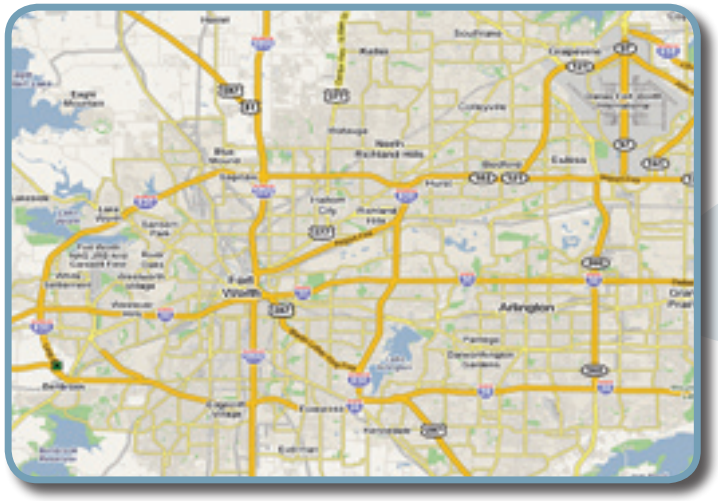


Figure 2: North Tarrant Express in DFW Area

C. CHANGES IN THE PROPOSER'S ORGANIZATION, EQUITY PARTICIPANTS, OTHER MAJOR PARTICIPANTS, AND KEY PERSONNEL SINCE SUBMISSION OF THE QS

The OHL Team has expanded since being shortlisted by TxDOT to augment and better fit the current scope of work. Our major changes in our organization are:

- **Constructor: Archer Wester-Texas Sterling Joint Venture.** AW is an outstanding and well-qualified construction team with several large projects for TxDOT in the area including the Rufe Snow interchange. They are also performing a significant amount of work for DART and thus have established strong working relationships with this key stakeholder for this project.

- **Financial advisor: Depfa Bank.** Its Infrastructure Finance Unit is recognized as a market leader in infrastructure financings. Its great added value is that it has been recently the financial advisor in two important transactions in the US: the Capital Beltway in the Washington, DC region ($2 billion) and the Pocahontas Parkway (Route 895,Virginia), using PABs and TIFIA.

- **O&M Contractor: VMS Inc.,** with local offices in Waco and Hutto, VMS provides infrastructure management services through more than 400 employees working on 26 projects throughout the United States, with a team of 30 professionals and other staff working in Texas.

- **Tolling systems Provider: Raytheon** is a world leader provider of free-flow electronic toll collection (ETC) lanes. The company remains a pioneer in ETC and can point to a number of successful large-scale projects.

- **ITS/TMC: Telvent,** delivers IT solutions through high value-added products, services and integrated solutions in the transportation, energy, environment and public administration industry segments. Telvent is well known in Texas for its contracts with Central Texas Regional Mobility Authority (CTRMA) in Austin and Harris County Toll Road Authority (HCTRA) in Houston.

- **Others: TBE Group** as subsurface utility engineering and utility adjustment, **Raba Kistner**, as QA/QC consultant, **Orrick** as legal advisor, **Ernst & Young** as tax advisor, **Marsh** as private equity and M&A advisor, etc.

Changes in Key Personnel

COMPANY	ROLE	NEW PERSONNEL	KEY PERSONNEL ROLE
OHLC	Equity Member	Luis Berrios	Project Manager (S1/S2-4)
AW-TS JV	Construction	Ben Withered	Construction & Scheduling Manager (S1)
Raba Kistner	QA/QC Consultant	Chien Fu	Independent Quality Acceptance Manager (S1)
		Scott Spradin	Quality Assurance Manager (S1)
		Ronald Seal	Quality Assurance Program Manager (S2-4)
Hicks & Company	Environmental Consultant	Thomas Van Zandt	Environmental Compliance Manager (S1)
		Jason Buntz	Environmental Service Manager (S2-4)
TranSystems	Design Firm	Brad Penn	Right of Way Acquisition Manager (S1)
		Craig Miller	Design Manager (S2-4)
		Joe Savage	Traffic & Revenues Services Manager (S2-4)
TBE	Subsurface utility engineering and utility adjustment	Lester Cisneros	Utility Adjustment Manager (S1)
PIA	Public Relations	Judy Meyer	Public Relations & Community Outreach Manager (S1)

D. SUMMARY OF CONCESSION FACILITY DEVELOPMENT PLAN

D.1 Summary of the proposed management, decision making, and day-to-day operation structure of Proposer, and a statement that each Major Participant has committed to provide the specific people

Management systems play a fundamental role in the achievement of OHL´s mission: value creation under sustainability conditions

OHL has a strong integrated approach to managing the NTE project. Proposed system structure will encourage day-to-day interaction through many touch points among TxDOT, NTTA, utility agencies, environmental compliance, public information, design, construction and O&M staff. The Team will accomplish this through its commitment to continuously "partner" with TxDOT and other stakeholders and by establishing a core office, "NTE Hub Office" to house key management, administrative, construction and design staffs.

Figure 3: One of OHL's meeting during NTE RFP phase

Advantages of our Organizational Management System:

- Integrates team with Key Managers in continuous contact and same location through the life of the project at the same location
- Members of construction, quality and O&M teams will assist engineers during design phase
- Optimized use of task workgroups for each work element focused in constructability, durability and maintainability throughout the design development process
- Schedule and milestones established in design, construction and O&M by Concession and TxDOT
- Communications through groups according to their involvement level

OHL has committed a superior collection of experts' through the joint effort of all Major Participants that will address the specific and unique requirements that will be encountered throughout the life of the project. Our team will be led by the Project Manager (PM) in conjunction with the Deputy Project Manager (DPM) who will serve as the single point of contact.

All major participants are fully committed to the NTE project as detailed in the following table:

OHL Infrastructure	OHL Concesiones	Archer Western | Texas Sterling Joint Venture	TranSystems	DEPFA BANK
PROPOSER & DEVELOPER	EQUITY MEMBER	CONSTRUCTION	DESIGN FIRM	FINANCIAL ADVISOR
VMS INC.	Raba Kistner	Raytheon	TELVENT	ORRICK
OPERATIONS & MAINTENANCE	QUALITY ASSURANCE PROGRAM	TOLLING INFRASTRUCTURE	ITS	LEGAL ADVISOR

D.2 Summary of the Proposer's approach to addressing public information and communications for the Project

OHL's communication with stakeholders is a key aspect taken. For this reason, we will establish and keep up-to-date appropriate channels of communication with stakeholders, for the purpose of being aware of their expectation acquiring specific commitments and demonstrating this in the performance of its activities (For example, a website for claims and traffic information, etc)

Our approach to public information will be based on the concepts of providing clear, consistent information to local communities and commuters on a timely basis that will help them cope with construction through this awareness. In addition, we will celebrate milestones with the public, which will keep the focus on progress and the inevitable completion of the project.

Figure 4: Public Hearing

D.3 Summary of the Proposer's approach to addressing environmental sensitivity and safety

Hicks & Company, a top rated, knowledgeable and experienced independent firm is posed to deliver the finest Environmental Protection Program achievable. Our team recognizes that the critical key to successfully managing environmental risks is to eliminate or minimize costly and unnecessary construction delays resulting from inattention to a project's environmental challenges. The team's approach to addressing environmental sensitivities and safety resulted in on-time and on-budget delivery of several highway projects, and also received the Texas Council of Engineering Companies 2007 Best Environmental Project Award.

OHL assumes environmental responsibility of its actions through the Environmental Management System, based on the UNE-EN ISO 14001 norm that guarantees the fulfillment of the environmental legislation and its continued improvement in its environmental application.

D.4 Summary of the Proposer's schematic and any innovative concepts and approved ATCs

The proposed schematics show that we have complied with the schematic provided by TxDOT and that no significant changes have been added. The OHL Team has refined this to determine the project impacts and costs accurately. In addition, we have developed a traffic control scheme that will balance the need for accomplishing the project in a fast track manner with the required sensitivity that is necessary for the right-of-way acquisition. This construction sequencing also

allows us to start construction in the median and allow for the open discussion of aesthetic components, in a robust dialogue with the public and major stakeholders, during the construction of the bridges and retaining walls in latter phases.

OHL considers innovation and technological development to be one of the basic pillars to achieve greater economic efficiency in its activities and, in the end, improved competitiveness.

OHL will bring to the NTE project its experience from the following innovative projects which our R&D departments are working on, such as SMART ROADS: Development of own free-flow toll system, CLEAM – CENIT Project: Research towards the sustainability of linear transport systems were out the lifecycle, RECOTAL Project: Revegetation and proposal of new techniques for ecological restoration of infrastructure environments, and others.

No ATCs are incorporated into this project.

D.5 Summary of the Proposer's approach to addressing ROW acquisitions

The OHL Team will facilitate the overall acquisition process and coordinate between TxDOT, local officials and the office of the Attorney General. We will ensure the acquisition process is completed in a timely manner and acquired in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended. In addition, the team will ensure that the property owners' rights are adhered to in regard to the Uniform Act and the Landowners Bill of Rights.

In regard to relocations, every effort will be made to ensure all displaced property owners / tenants are treated fairly and information provided regularly to the relocate Relocation offers will be made by the relocation agent who will work closely with the negotiator in regard to timing for efficiency. The relocation agent will coordinate between TxDOT officials and the relocatees to ensure their rights are protected and that they treated fairly.

D.6 Summary of the Proposer's approach to addressing Utility adjustments

OHL's team member, TBE, has been providing subsurface utility engineering (SUE) services in Texas since 1996 and continues to be one of the largest and most experienced SUE providers in the State. TBE has successfully completed over 400 individual SUE projects in Texas, ranging from one test hole of a couple hundred feet of designating to upwards of as many as 300 test holes and over 100 miles of designating. Their major local clients include Dallas Area Rapid Transit (DART), TxDOT, Dallas County, DFW Airport, Dallas Water Utilities, City of Dallas, City of Austin, TBE's Dallas-based field staff is supported by an industry leading equipment pool that includes one vacuum excavation truck, three designating trucks and a ground penetrating radar (GPR) unit. TBE has more experienced SUE professionals on staff than any other firm in the State.

The identification and adjustment of existing utilities will be a key component to the successful completion of Segment 1 of the North Tarrant Express project. Our Utility Adjustment Team understands that its overall goal and purpose in this contract is to minimize adverse utility-related impacts (including schedule, costs and safety) throughout this project's duration.

D.7 Summary of the Proposer's approach to working with TxDOT and third parties, including the approach to resolving conflicts

Communication and a true commitment to partnering are the best tools to avoid disputes; we embrace both. Tools used to aid in preventing disputes or quickly resolving those that may arise will include:

- Project Manager, in conjunction with the Deputy Project Manager, and TxDOT Project Manager will meet monthly to review the issues list;
- Adhere to the issue resolution process;
- Task force approach to assign and track actions items and work to resolve technical issues;
- True integration of our design, construction, ROW and utilities processes;
- Qualified personnel, consultants and subcontractors knowledgeable about the work and TxDOT standards;

D.8 Summary of the Proposer's approach for delivering the design and construction components of the Concession Facility

The construction joint venture of Archer Western and Texas Sterling will work closely with the design efforts, led by TranSystems, to form our Design Build Team. The Design Build Team will be comprised of four teams that will be staffed by design and construction professionals and lead by a single management team to insure consistency.

Segment 1 will be broken into three sections based on the three major watersheds **(Little Fossil Creek, Big Fossil Creek and Calloway Branch Creek)**. One design Team will be assigned to each of these sections with the fourth team responsible for all structures for each of the other sections. Each section will

progress in parallel while closely coordinating connectivity, construction sequencing and common design elements.

The Design Build Team has already been hard at work and has closely collaborated in developing our preliminary designs and strategies to accelerate Segment 1. Our construction sequencing plan has been developed to allow us to start construction quickly, where right of way acquisition and utility relocations are minimal.

Construction sequencing and the project schedule for Segment 1 were developed through brainstorming sessions between our designers and contractors. Safety for the traveling public, right-of-way, utilities, retaining walls, and drainage were major factors in determining the most efficient method of constructing the project.

The Design Build Team will be located in a shared facility (Design Build Center) throughout the deign-build process in order to facilitate communications, improve scheduling, address constructability issues and streamline quality control. This Design Build Center will bring together the design and build elements of the Concession Team under one roof and will host the Traffic Management Center as well.

Figure 5: Building / TMC of one of OHL's concessions

D.9 Summary of the Proposer's approach to quality management of the Concession Facility throughout the duration of the Concession CDA

OHL will apply its own Quality Management System which will be homogeneous for all teams and subcontractors reporting to the OHL for this project and which will also be integrated in the Environmental Management System. The Quality Process will adhere to the **UNE-EN ISO 9001** and is focused on client satisfaction and continuous improvements to processes, designs and communications.

OHL will provide a third-party firm, Raba-Kistner (RK), to lead and perform oversight of the development, implementation, and continual improvement of the Quality Management Systems (QMS) on the NTE as the Independent Quality Assurance Firm (IQAF). The Key Personnel from RK will operate independently of the production work and report directly to the Project Manager.

In conclusion, OHL provides 3 levels of quality:

- First level, between TxDOT and the SPV with the Independent Engineer
- Second level, between the SPV and the Design and Build Activity with Raba Kistner
- Third level, between the Design and Build Activity and the Operation & Maintenance Activity with OHL quality system for a toll road concession which is applied worldwide in more than 20 concessions.

D.10 Summary of the Proposer's approach to construction sequencing, traffic management and mobility during construction

The phases are designed to minimize major traffic pattern changes to the traveling public and to allow construction to begin without the acquisition of right-of-way and with minor utility relocations. This ensures the project can proceed in an expeditious manner with minimal impact to the traveling public.

All the works are organized under 4 phases:

- Phase 1 consists of constructing a portion of the East and Westbound managed lanes in the median of the existing main lanes.
- Phase 2A consists of constructing the northern half of the westbound frontage road while maintaining a minimum of one lane at all times and two lanes when required on the existing frontage road.
- Phase 2B will complete the remaining portion of the westbound frontage road.
- Phase 3 consists of constructing the westbound main lanes, ramps, remaining westbound managed lanes and retaining walls.
- Phase 4A consists of constructing the southern half of the eastbound frontage road while maintaining a minimum of one lane at all times and two lanes when required on the existing frontage road.
- Phase 4B consists of construction the eastbound main lanes, remaining portion of the eastbound managed lanes and frontage road, ramps and retaining walls.

IH-820 Overpasses will be staged constructed during each specific construction phases and the underpasses will be built as the phasing and traffic patterns permits.

D.11 Summary of the Proposer's approach to operations, maintenance, Renewal Work and handback

The Developer utilizes an industry-leading asset management system, which provides a basis for the development of life-cycle and asset management strategies to maximize the efficiency and effectiveness of the maintenance program and to ensure the assets are performing within their performance requirements.

TxDOT will be provided with Maintenance Management Plans, annual work plans, updates to the work plans and reports on work completion throughout the projects duration. This historical data, along with the maintenance manager's constant communication will help ensure a seamless transition of services.

An analysis of capital renewal needs and anticipated technological progress indicated the following expected life cycle and renewal costs:

Bridges: It is anticipated that bridge systems will last the entire concession term. Anticipated renewal needs include: Bridge joints will be evaluated every two years to identify any joint needs. Structural repair will be evaluated and performed if needed in order to ensure all bridges elements (beams, abutment walls, piles,…) are returned at acceptable condition and throughout the life cycle.

Pavement: will require renewal as follows: once the concrete pavement will be opened to the traffic, it will be evaluated every year with the IRI test, according to its results, a diamond grinding will be performed if necessary. Additionally, every 2 years, an evaluation about cracks will be conducted and if necessary, sealed. In the last year of the concession, a 2 inches asphalt repave will be executed on top of the existing concrete pavement to ensure viable residual pavement life.

Drainage: no large scale replacement of drainage assets is anticipated. Routine cleaning of closed and open drainage and prompt repair of erosion items such as damaged of separated headwalls and other minor repairs will be required.

Vegetation: Turf and landscaped areas will be maintained through routine maintenance. Replacement of landscape assets will take place as routine maintenance, if necessary every 5 years.

Signs: Overhead signs are likely to need renewal during the concession period due to fading of the legends and the need to replace sheeting, if necessary every 10 years. Pavement markings will be repainted every 2 years.

Guardrail and impact attenuators: Guardrail and attenuators will be frequently repaired and will not require capital renewal. They will be revised as damaged to conform to new standards every 10 years.

Programmed Major Maintenance & Renewal, Tolling, ITS: The technical provisions for this project includes a requirement that all elements be maintained in such a fashion and is expected to be renewed every 12 years

D.12 Summary of the Proposer's approach to managed lane tolling operations addressing toll collection, enforcement, customer relations, toll operations, and interoperability with other toll agencies

The Toll Collection Methodology will utilize non-disrupting electronic tolling equipment. Safety is our primary concern, and with that in mind, our deployment of tolling infrastructure will be located such that vehicle movements can be made safely at highway speeds. The requirements of the Tolling System and Managed Lanes Operation require that HOV users obtain a discount through self-declaration. To achieve this we provide a temporary lane that allows the HOV user to make a movement to that lane that is detected by the Toll System sensors. Through this, the HOV user's transaction will be tagged as eligible for a discount.

Figure 6: Details of the ORT System

The Managed Lanes Tolling System is a fully electronic, barrier free solution that is deployed on standard TxDOT overhead sign bridges.

The Managed Lanes Tolling System includes front and rear color cameras that capture the plates on vehicles; DSRC readers that capture TxTag, NTTA and HCTRA tags Ids; and classification systems that determine the vehicle toll class based on shape information.

The Toll Collection Methodology utilizes tags that identify user accounts. These accounts may be held with one of the state tolling agencies that includes primarily NTTA. Other account issuers such as TxDOT, CTRMA, and HCTRA also provide tags, and those users are equally encouraged to use the Managed Lanes. All toll transactions are processed by the OHL processing center and then forwarded to NTTA who performs the payment processing - while sorting NTTA transaction from others (considered interoperable). Payment for all transactions is returned to OHL.

E. SUMMARY OF THE PROPOSER'S APPROACH TO SATISFYING THE DBE REQUIREMENTS

Figure 7: DBE goals obtained…

OHL believes in contributing to society's well being by promoting and supporting initiatives in the communities to improve people's quality of life, especially those that are disadvantaged.

To fulfill this charge, OHL has assembled a social action plan based on the evaluation of the conditions and necessities of priority for the communities in which OHL has a presence.

Corporate responsibility within OHL is accomplished through the continued strive for improvement, innovation, preplanning, transparent information, rational and balanced integration of the diverse spaces in which we develop our business activity and the relationship with all interested parties, with the objective to foster dialog and transparency.

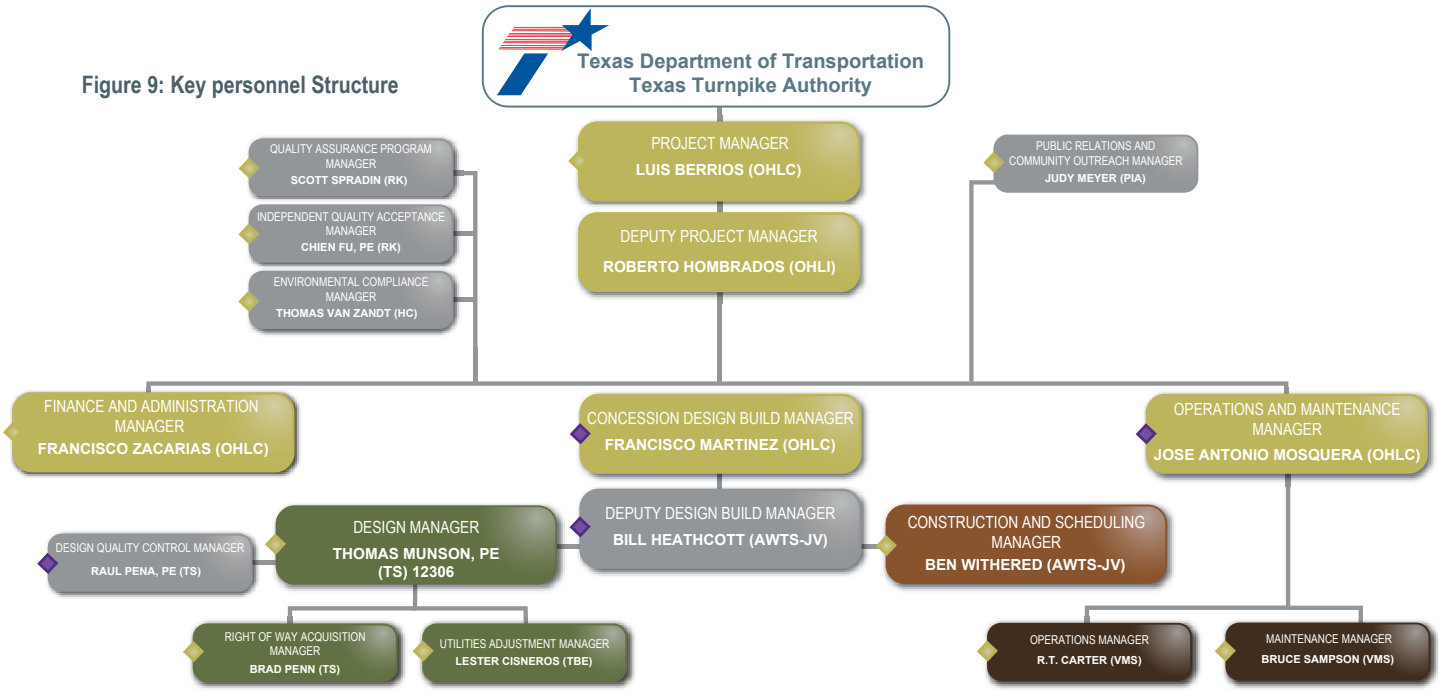
OHL's Mentoring and Training Program (MTP) will provide the DBE Trainee the opportunity and assistance to enable them to develop the expertise and skills necessary to compete in the market place and become successful in their trades.

OHL's Small Business Mentor Protégé Plan will be based on TxDOT's LINC program for Disadvantaged Business Enterprises (DBE), and its Mentoring Program shall seek the following goals:

- Increase the number of small business bidding and performing on TxDOT contracts;
- Prepare DBEs to bid and perform on TxDOT contracts through technical assistance;
- Promote networking between TxDOT technical and procurement staff with DBEs interested in developing business with TxDOT with them constitute the central points of action.

F. SUMMARY OF THE CONCEPTUAL DEVELOPMENT PLAN, CONCEPTUAL FINANCIAL PLAN, PROJECT MANAGEMENT PLAN AND GENERAL DESCRIPTION OF THEIR SUBSTANTIVE ELEMENTS

Figure 9: Key personnel Structure



Our team will be led by the Project Manager (PM) who will serve as the single point of contact, responsible for coordination for TxDOT. Within our team, the PM will work to enhance the project through the integration of the design, building and O&M phases. To ensure the project goals and milestones are met, he will maintain the teams focus on the best interest of the project.

Deputy Project Manager (DPM) will have thorough knowledge of all aspects of the project and understand there must be enough flexibility within each aspect to absorb modifications based on the current project control status. The PM and the DPM will work in close contact with all of the key individuals. To maintain communication, weekly progress/status meetings will take place internally with key individuals to control progress/status of the project.

The Design Build Manager (DBM) and DPM will allocate technical discipline resources across the project, coordinate the design schedule to the construction schedule, assure the availability of engineering resources needed for the project oversee establishment of all design policies and procedures, and coordinate with senior management of design Firms.
Key design team members will continue to participate in task force meetings during the construction phase, even after design has wrapped up, to help communicate the intent of the plans, provide technical support, and address problems in the field.

G. SUMMARY OF THE PROPOSER'S SCHEDULES, PHASING, SEQUENCING, KEY MILESTONES, ANTICIPATED MILESTONES, AND TXDOT'S AMOUNT OF FINANCIAL PARTICIPATION FOR THE DEVELOPING FUTURE SEGMENTS AS SET FORTH IN THE CONCEPTUAL DEVELOPMENT PLAN AND CONCEPTUAL FINANCIAL PLAN

ACTIVITY	START DATE	END DATE
Proposal Due	December 1 – 2008	
Conditional Award	January 29 – 2009	
CDA / NTP 1	March 31 – 2009	
NTP 2	December 26 – 2009	
Design, ROW, Utility Relocates	April 1 – 2009	December 27 – 2011
Phase 1	December 30 – 2010	September 26 – 2011
Phase 2A	January 26 – 2011	November 07 – 2011
Phase 2B	September 13 – 2011	April 04 – 2012
Phase 3	October 31 – 2011	February 04 – 2013
Phase 4A	July 01 – 2011	June 04 – 2012
Phase 4B	July 23 – 2012	January 05 – 2014
Service Commencement	January 06 – 2014	

The following table shows the milestones, starting and ending dates for every phase according to OHL's Conceptual Development Plan.

The OHL team has identified different strategies to save an important amount of public funds for TxDOT, according to the different sequences of development, as fully explained in the Conceptual Financial Plan of Segments 2-4 in this proposal, and shown briefly below:

VE COSTS VS. TXDOT COSTS AND SAVINGS			
SEGMENT	ORIGINAL TXDOT COST ESTIMATE	VE COST ESTIMATE	VE SAVINGS
Segment 2A	$1,153,160,000	$348,060,346	$400,471,182
Segment 2B		$404,628,471	
Segment 3A	$500,510,000	$419,705,585	$80,804,415
Segment 3B	$144,400,000	$124,276,124	$20,123,876
Segment 3C	$215,680,000	$182,412,474	$33,267,526
Segment 4	$452,360,000	$424,463,115	$27,896,885

H. SUMMARY OF THE PROPOSER'S APPROACH FOR WORKING WITH TXDOT AND THIRD PARTIES IN CONJUCTION WITH PROPOSER'S DEVELOPMENT OF THE MASTER DEVELOPMENT PLAN AND MASTER FINANCIAL PLAN

Working with TxDOT

(i) Master Development Plan

OHL Team is based on the team member partnership to succeed in the NTE project.

OHL has designated a single point of contact with TxDOT, our Project Manager (PM) in conjuction with the Deputy Project Manager (DPM) will have an overall responsibility and accountability of the Project. The PM and DPM will have the role of coordinating the design and build, finance and operation & maintenance team, through their respective managers. The key support roles will be provided by Deputy PM, a Design Manager, Construction Manager, Quality Assurance Program Manager, Operation and Maintenance Manager and leaders for both the ROW acquisition and Utility adjustments. Ultimately, the Proposer will ensure that its organizational structure corresponds with the standard TxDOT structure for overseeing such an important project. To supplement this structure and further ensure close coordination with TxDOT, the Proposer will co-locate key team personnel with TxDOT. This will allow constant interaction and consulting between the Proposer, TxDOT, and Independent engineers teams.

(ii) Master Financial Plan

Our Master Financial Plan will be developed according to our team philosophy. The proposer, through the financial & administration manager and with the help of our financial advisory, will work close with TxDOT Financial personnel to achieve the best financial close.

The Master Financial Plan and Master Development Plan are integrally linked and will be developed in close coordination with each other and with TxDOT. For development of the Master Financial Plan, the Proposer will also work closely with TTA and TxDOT Financial Division. The Team includes local, national and global finance experts. The Proposer anticipates regular interaction with TxDOT to include briefings on financing options and structures and progress reports on the development and outputs of the Master Financial Plan.

Working with Third Parties

(i) Master Development Plan

OHL Team will extend its philosophy to collaborate with the following stakeholders:

- **Federal Regulatory** Environmental Protection Agency (EPA), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Railroad Administration (FRA) and Federal Emergency Management Agency (FEMA)
- **State Regulatory** Texas Commission on Environmental Quality (TCEQ), Public Utility Commission of Texas (PUCT), Railroad Commission (RRC) of Texas, and Electric Reliability Council of Texas (ERCOT)
- **Planning Organizations** North Central Texas Council of Governments (NCTCOG) and Metropolitan Planning Organizations
- **Local Governments** City of Fort Worth, City of North Richland Hills, City of Haltom, City of Watauga, and Tarrant County
- **Tolling Authorities** North Texas Tollway Authority (NTTA) and appropriate Regional Mobility Authorities (RMAs)
- **Railroad** Union Pacific Railroad (UPRR) and Dallas Area Rapid Transit (DART)
- **Utilities** Above Net Communications, Atmos Energy, AT&T Communications, Barnett Gathering, LLC, Charter Communications, City of Fort Worth, City of North Richland Hills, City of Haltom City, City of Watauga, Explorer Pipeline, Exxon Mobil Pipeline, Level 3 Communications, TXU Electric Distribution, TXU Electric Transmission, Qwest Communications, Sprint, Sunoco Pipeline, Texas Midstream Pipeline, And, TWC telecom, Inc.

(ii) Master Financial Plan

Collaboration will be extended to the members of the Master Financial Plan Team through meetings with the identified third parties as these represent both financial and contractual partners for the development of the NTE Project such as, Texas state government finance officials, Rating agencies, Bond insurers, banks, Institutional investors, Real estate developers, Utility owners, Local Texas business, trade and finance organizations.

I. SUMMARY OF THE PROPOSER'S STRATEGY FOR ENVIRONMENTAL COMPLIANCE, MONITORING AND MITIGATION TO SUPPORT TXDOT IN FULFILLING THE NEPA PROCESS AND ENVIRONMENTAL COMMITMENTS FOR EACH FACILITY AND THE OVERALL PROJECT.

The OHL team will hit the ground running with its Comprehensive Environmental Protection Program, establishing the initial framework of the Environmental Management System at the outset of NTP1, while fostering a positive attitude toward of environmental compliance and protection amongst the entire staff. Proactive approaches to problem solving and open communication with TxDOT is the cornerstone of the environmental protection program. The right combination of the Environmental Team's technical expertise, managing NEPA processes for countless TxDOT projects, and years of hands-on experience with CDA toll road projects comes together with to ensure all environmental regulations and commitments are fulfilled, while fully supporting TxDOT and their compliance requirements.

TEXAS DEPARTMENT OF TRANSPORTATION
NORTH TARRANT EXPRESS PROJECT
INSTRUCTIONS TO PROPOSERS—Form A

PROPOSAL LETTER

PROPOSER: OHL Infrastructure, Inc.

Proposal Date: Dec 1, 2008

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

The undersigned ("**Proposer**") submits this detailed proposal (this "**Proposal**") in response to that certain Request for Proposals (the "**RFP**") issued by the Texas Department of Transportation ("**TxDOT**"), an agency of the State of Texas, dated March 3, 2008, to develop, design, construct, finance, operate and maintain the North Tarrant Express (the "**Project**"), as more specifically described herein and in the documents provided with the RFP (the "**RFP Documents**"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

Portions of the Financial Proposal, as described in Section 4.4.4 of the ITP, have been delivered to the Escrow Agent identified in the RFP.

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

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

b) if this Proposal is accepted, to provide security (including bonds, insurance and letters of credit) for the due performance of the Comprehensive Development Agreements ("**CDAs**") as stipulated in the CDAs and the RFP.

If selected by TxDOT, Proposer agrees to do the following or to cause Developer to do the following: (a) if requested by TxDOT in its sole discretion, enter into good faith negotiations with TxDOT regarding the terms of the CDAs, in accordance with the requirements of the RFP; (b) enter into the CDAs without varying or amending its terms (except for modifications agreed to by TxDOT in its sole discretion), and satisfy all other

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

The following individual(s) is/are authorized to enter into negotiations with TxDOT on behalf of the Proposer and Developer in connection with this RFP, the Project and the CDAs: Roberto Hombrados.

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

- Executive Summary
- Technical Proposal, including Proposer Information, Certifications and Documents, Proposal Security and Escrow Agreement
- Proposal for the CDA for Segments 2-4
- Financial Proposal (portions of which have been delivered to the Escrow Agent)

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

Addendum 1 issued May 5, 2008

Addendum 2 issued June 4, 2008

Addendum 3 issued July 11, 2008

Addendum 4 issued July 31, 2008

Addendum 5 issued September 12, 2008

Addendum 6 issued October 6, 2008

Addendum 7 issued October 30, 2008

Addendum 8 issued November 10, 2008

Addendum #9 issued November 14, 2008

Addendum #10 issued November 17, 2008

Addendum #11 issued November 21, 2008

Addendum # 12 issued November 25, 2008

[List other addenda] _____

Responses issued April 25, 2008, July 3, 2008, August 12, 2008, August 22, 2008, October 2, 2008, October 28, 2008.

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions or conditions, **provided that the following issues are resolved:**

1) **The Proposer obtains a binding commitment from TIFIA for TIFIA debt financing described in the enclosed Plan of Financing and reflected in the Financial Models for both Base and Ultimate Scope Proposals.**

2) **The executed CDA reflects the changes related to the treatment of the public funds from TxDOT, as requested by Proposer in that November 10, 2008 letter from Proposer to TxDOT (attached to this proposal Letter as Annex A-1).**

Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the secure file transfer site for the Project, the Addenda and TxDOT's responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by Developer and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this Proposal; and that it has notified TxDOT of any deficiencies in or omissions from any RFP Documents or other documents provided by TxDOT and of any unusual site conditions observed prior to the date hereof.

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

Proposer understands that TxDOT is not bound to accept the Proposal requesting the least public funds or any Proposal TxDOT may receive.

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

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

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

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

Proposer's business address:

5914	West Courtyard Dr.	Suite 160
(No.)	(Street)	(Floor or Suite)

Austin	Texas	78730	USA
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization: Delaware Corporation

OHL Infrastructure, Inc.

By: _____

Print name: Roberto Hombrados

Title: Authorized Representative

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

A. Describe in detail the legal structure of the Proposer/Developer and Equity Participants. If any entity is not yet formed or if a modification to the organizational documents is contemplated prior to award, so state and (i) provide a brief description of the proposed legal structure of each such entity; (ii) provide applicable draft documents for each such entity; and (iii) indicate that the final organizational documents will be provided prior to award.

1. If the Proposer/Developer/Equity Participant is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for the Proposer/Developer and each corporation certified by an appropriate individual.

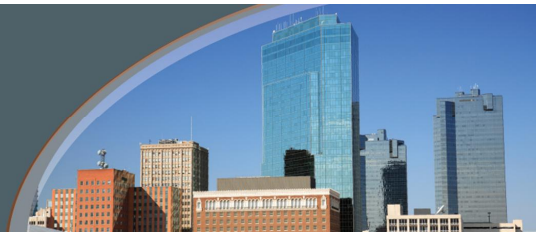
2. If the Proposer/Developer/Equity Participant is a partnership or includes a partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation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

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

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

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

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



Form A
Additional Requirements

A. Detailed Description of the legal structure of OHL Infrastructure, Inc

OHL Infrastructure, Inc.: Proposer

OHL Infrastructure, Inc. is a wholly owned United States subsidiary of OHL Concesiones; the world's 7th leading private transportation infrastructure developer. OHL Infrastructure, Inc. was incorporated on May 24, 2006. It was created to focus on executing concession projects throughout North America. OHL Infrastructure, Inc. is currently in good standing and does not have any hindrances for submitting this proposal.

The Bylaws for internal governance of OHL Infrastructure were adopted by the Board of Directors on July 20, 2006. A certified copy of the Bylaws is included with this Proposal.

Board of Directors.

OHL Infrastructure, Inc. is administered by a Board of Directors. The appropriate officers will serve at the sole pleasure of the Board of Directors until such time as the Board of Directors resolves to terminate such appointments. The current Board stands as follows:

Juan Luís Osuna Gómez
Felipe Ezquerra Plasencia

OHL Infrastructure, Inc's Board of Directors are highly influential in the decision making process. Their role is to accomplish and carry out the purposes and intent of the foregoing resolutions and any and all actions carried out going forward. To do this, the Board has the power to take action and prepare all papers, instruments, and documents that are deemed necessary.

OFFICER'S CERTIFICATE
OHL INFRASTRUCTURE, INC.

November 4, 2008

THE UNDERSIGNED, as the Vice President and Treasurer of OHL INFRASTRUCTURE, INC., a Delaware corporation authorized to transact business in the State of Texas (the "Corporation"), hereby certifies as follows:

1. The Articles of Incorporation of the Corporation, as amended, attached hereto as Exhibit A are correct and complete, and are in full force and effect as of the date hereof.

2. The Bylaws of the Corporation attached hereto as Exhibit B are correct and complete, and are in full force and effect as of the date hereof.

3. The Unanimous Consent of the Board of Directors of the Corporation dated October 31, 2008, attached hereto as Exhibit C, is correct and complete, and are in full force and effect as of the date hereof.

[Signature page and Certificate of Account Status follows]

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IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the date first written above.

OHL INFRASTRUCTURE, INC., a Delaware corporation

Francisco Roberto Hombrados Cuadrillero
Vice President and Treasurer

STATE OF TEXAS

COUNTY OF Travis

I HEREBY CERTIFY that, on the 4th day of November, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Francisco Roberto Hombrados Cuadrillero, the Vice President and Treasurer of OHL INFRASTRUCTURE, INC., a Delaware corporation, who executed the foregoing instrument on behalf of the Corporation and acknowledged to and before me that he did so voluntarily and for the purposes set forth therein, and who is personally known to me.

Deanna Moraga
Notary Public, State of Texas
Name: Deanna Moraga

My Commission expires: Sept. 07, 2011
(Notarial Seal)

DEANNA MORAGA
Notary Public, State of Texas
My Commission Expires
September 07, 2011

\\\MI - 027896/000002 - 132805 v1

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

November 13, 2008

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

OHL INFRASTRUCTURE, INC

is, as of this date, in good standing with this office having no franchise tax reports or payments due at this time. This certificate is valid through the date that the next franchise tax report will be due May 15, 2009.

This certificate does not make a representation as to the status of the entity's registration, if any, with the Texas Secretary of State.

This certificate is valid for the purpose of conversion when the converted entity is subject to franchise tax as required by law. This certificate is not valid for any other filing with the Texas Secretary of State.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 13th day of
November 2008 A.D.

Susan Combs
Texas Comptroller

Taxpayer number: 32020344316
File number: 0029761480

Form 05-304 (Rev. 12-07/17)

EXHIBIT A

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "OHL INFRASTRUCTURE, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FOURTH DAY OF MAY, A.D. 2006, AT 5:38 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "OHL INFRASTRUCTURES, INC." TO "OHL INFRASTRUCTURE, INC.", FILED THE TWENTY-FIFTH DAY OF JULY, A.D. 2006, AT 6 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "OHL INFRASTRUCTURE, INC.".

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

4164587 8100H

AUTHENTICATION: 6936200

081033875

DATE: 10-28-08

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

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:38 PM 05/24/2006
FILED 05:38 PM 05/24/2006
SRV 060500761 - 4164587 FILE

STATE *of* DELAWARE
CERTIFICATE *of* INCORPORATION
A STOCK CORPORATION

- **First:** The name of this Corporation is OHL Infrastructures, Inc.
- **Second:** Its registered office in the State of Delaware is to be located at 1308 Delaware Avenue, in the City of Wilmington, County of New Castle, State of Delaware 19806. The registered agent in charge thereof is Corporate Creations Network Inc. located at 1308 Delaware Avenue, in the City of Wilmington, County of New Castle, State of Delaware 19806.
- **Third:** The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.
- **Fourth:** The amount of the total stock of this corporation is authorized to issue is 1 ,000 shares of common stock with a par value of $0.01 per share.
- **Fifth:** The name and mailing address of the incorporator are as follows:

  Corporate Creations International Inc.
  941 Fourth Street
  Suite 200
  Miami Beach, FL 33139

- **I, the Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 24 th day of May, A.D. 2006.

BY: Maria Areiza
Corporate Creations International, Inc.
Maria Areiza, Assistant Secretary

NAME Maria Areiza
(type or print)

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:00 PM 07/25/2006
FILED 06:00 PM 07/25/2006
SRV 060701680 - 4164587 FILE

AMENDMENT

TO THE

CERTIFICATE OF INCORPORATION

OF

OHL INFRASTRUCTURES, INC.

OHL INFRASTRUCTURES, INC., a corporation organized and existing under the laws of the State of Delaware (the "***Corporation***"), does hereby certify as follows:

FIRST: The Board of Directors of the Corporation, by a unanimous written consent in accordance with the Delaware General Corporation Law and the Bylaws of the Corporation, duly adopted resolutions proposing and declaring advisable the amendment to the Certificate of Incorporation of the Corporation (the "***Certificate of Incorporation***") as set forth below.

SECOND: Article I of the Certificate of Incorporation of the Corporation shall be amended by deleting the same in its entirety and replacing it with the following:

"The name of this corporation shall be: OHL Infrastructure, Inc."

THIRD: The amendment to the Certificate of Incorporation, as set forth above, was duly approved and adopted by at least a majority of the total votes eligible to be cast by the holders of the outstanding stock of the Corporation entitled to vote thereon acting by written consent given in accordance with Section 228 of the Delaware General Corporation Law.

FOURTH: The amendment to the Certificate of Incorporation, as set forth above, was duly adopted and approved in accordance with the requirements of Section 242 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has, on this _20__ day of July, 2006, executed this Amendment to the Certificate of Incorporation.

OHL INFRASTRUCTURES, INC.

By: _____
Carlos García-Faure Enebral
President

93471-368050001 - 98116 v1

EXHIBIT B

OHL INFRASTRUCTURE, INC.

BYLAWS

Adopted

as of

July 20, 2006

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BYLAWS

OF

OHL INFRASTRUCTURE, INC.

1. OFFICES

1.1. Registered Office

The initial registered office of the OHL Infrastructure, Inc. (the "**Corporation**") shall be in Wilmington, Delaware, and the initial registered agent in charge thereof shall be Corporate Creations Network, Inc.

1.2. Other Offices

The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as may be necessary or useful in connection with the business of the Corporation.

2. MEETINGS OF STOCKHOLDERS

2.1. Place of Meetings

All meetings of the stockholders shall be held at such place as may be fixed from time to time by the Board of Directors or the President. Notwithstanding the foregoing, the Board of Directors may determine that the meeting shall not be held at any place, but may instead be held by means of remote communication.

2.2. Annual Meetings

Unless directors are elected by written consent in lieu of an annual meeting, the Corporation shall hold annual meetings of stockholders, commencing with the year 2006, on such date and at such time as shall be designated from time to time by the Board of Directors or the President, at which stockholders shall elect a Board of Directors and transact such other business as may properly be brought

before the meeting. If a written consent electing directors is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

2.3. Special Meetings

Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Board of Directors or the President.

2.4. Notice of Meetings

Notice of any meeting of stockholders, stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and (if it is a special meeting) the purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting (except to the extent that such notice is waived or is not required as provided in the General Corporation Law of the State of Delaware (the "**Delaware General Corporation Law**") or these Bylaws). Such notice shall be given in accordance with, and shall be deemed effective as set forth in, Sections 222 and 232 (or any successor section or sections) of the Delaware General Corporation Law.

2.5. Waivers of Notice

Whenever the giving of any notice is required by statute, the Certificate of Incorporation or these Bylaws, a written waiver thereof signed by the person or persons entitled to said notice, or a waiver thereof by electronic transmission by the person entitled to said notice, delivered to the Corporation, whether before or after the event as to which such notice is required, shall be deemed equivalent to notice. Attendance of a stockholder at a meeting shall constitute a waiver of notice (1) of such meeting, except when the stockholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (2) (if it is a special meeting) of consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the stockholder objects to considering the matter at the beginning of the meeting.

2.6. Business at Special Meetings

Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice (except to the extent that such notice is waived or is not required as provided in the Delaware General Corporation Law or these Bylaws).

2.7. List of Stockholders

After the record date for a meeting of stockholders has been fixed, at least ten days before such meeting, the officer who has charge of the stock ledger of the Corporation shall make a list of all stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address of each stockholder (but not the electronic mail address or other electronic contact information, unless the Board of Directors so directs) and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten days prior to the meeting: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (2) during ordinary business hours, at the principal place of business of the Corporation. If the meeting is to be held at a place, then such list shall also, for the duration of the meeting, be produced and kept open to the examination of any stockholder who is present at the time and place of the meeting. If the meeting is to be held solely by means of remote communication, then such list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

2.8. Quorum at Meetings

Stockholders may take action on a matter at a meeting only if a quorum exists with respect to that matter. Except as otherwise provided by statute or by the Certificate of Incorporation, the holders of a majority of the shares entitled to vote at the meeting, and who are present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. Where a separate vote by a class or series or classes or series is required, a majority of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter. Once a share is represented for any purpose at a meeting (other than solely to object (1) to holding the meeting or transacting business at the meeting, or (2) (if it is a special meeting) to consideration of a particular matter at the meeting that is not within the purpose or

purposes described in the meeting notice), it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for the adjourned meeting. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time.

2.9. Voting and Proxies

Unless otherwise provided in the Delaware General Corporation Law or in the Corporation's Certificate of Incorporation, and subject to the other provisions of these Bylaws, each stockholder shall be entitled to one vote on each matter, in person or by proxy, for each share of the Corporation's capital stock that has voting power and that is held by such stockholder. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed appointment of proxy shall be irrevocable if the appointment form states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. If authorized by the Board of Directors, and subject to such guidelines as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication, participate in a meeting of stockholders and be deemed present in person and vote at such meeting whether such meeting is held at a designated place or solely by means of remote communication, provided that (1) the Corporation implements reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (2) the Corporation implements reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (3) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action is maintained by the Corporation.

2.10. Required Vote

When a quorum is present at any meeting of stockholders, all matters shall be determined, adopted and approved by the affirmative vote (which need not be by ballot) of the holders of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote with respect to the matter, unless the proposed action is one upon which, by express provision of statutes or of the Certificate of Incorporation, a different vote is specified and required, in which case such express provision shall govern and control with respect to that vote on

that matter. If the Certificate of Incorporation provides for more or less than one vote for any share, on any matter, every reference in these Bylaws to a majority or other proportion of stock, voting stock or shares shall refer to a majority or other proportion of the votes of such stock, voting stock or shares. Where a separate vote by a class or classes is required, the affirmative vote of the holders of a majority of the shares of such class or classes present in person or represented by proxy at the meeting shall be the act of such class. Notwithstanding the foregoing, directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

2.11. Action Without a Meeting

Any action required or permitted to be taken at a stockholders' meeting may be taken without a meeting, without prior notice and without a vote, if the action is taken by persons who would be entitled to vote at a meeting and who hold shares having voting power equal to not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by the stockholders entitled to take action without a meeting, and delivered to the Corporation in the manner prescribed by the Delaware General Corporation Law for inclusion in the minute book. No consent shall be effective to take the corporate action specified unless the number of consents required to take such action are delivered to the Corporation within sixty days of the delivery of the earliest-dated consent. A telegram, cablegram or other electronic transmission consenting to such action and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this **Section 2.11**, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Corporation can determine (1) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (2) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is delivered to the Corporation in accordance with Section 228(d)(1) of the Delaware General Corporation Law. Written notice of the action taken shall be given in accordance with the Delaware General Corporation Law to all stockholders who do not participate in taking the action who would have been entitled to notice if such

action had been taken at a meeting having a record date on the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

3. DIRECTORS

3.1. Powers

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things, subject to any limitation set forth in the Certificate of Incorporation or as otherwise may be provided in the Delaware General Corporation Law.

3.2. Number and Election

The number of directors which shall constitute the whole board shall not be fewer than two nor more than five. The first board shall consist of two directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors.

3.3. Nomination of Directors

The Board of Directors shall nominate candidates to stand for election as directors; and other candidates also may be nominated by any Corporation stockholder, provided such other nomination(s) are submitted in writing to the Secretary of the Corporation no later than ninety days prior to the meeting of stockholders at which such directors are to be elected, together with the identity of the nominator and the number of shares of the Corporation's stock owned, directly or indirectly, by the nominator. The directors shall be elected at the annual meeting of the stockholders, except as provided in **Section 3.4** hereof, and each director elected shall hold office until such director's successor is elected and qualified or until the director's earlier death, resignation or removal. Directors need not be stockholders.

3.4. Vacancies

Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by the affirmative vote of a majority of the directors then in office, although fewer than a quorum, or by a sole remaining

director. Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the Certificate of Incorporation, vacancies and newly created directorships of such class or classes or series may be filled by the affirmative vote of a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected. Each director so chosen shall hold office until the next election of directors of the class to which such director was appointed, and until such director's successor is elected and qualified, or until the director's earlier death, resignation or removal. In the event that one or more directors resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office until the next election of directors, and until such director's successor is elected and qualified, or until the director's earlier death, resignation or removal.

3.5. Meetings

3.5.1. Regular Meetings

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

3.5.2. Special Meetings

Special meetings of the Board may be called by the President on one day's notice to each director, either personally or by telephone, express delivery service (so that the scheduled delivery date of the notice is at least one day in advance of the meeting), telegram, facsimile transmission, electronic mail (effective when directed to an electronic mail address of the director), or other electronic transmission, as defined in Section 232(c) (or any successor section) of the Delaware General Corporation Law (effective when directed to the director), and on five days' notice by mail (effective upon deposit of such notice in the mail). The notice need not describe the purpose of a special meeting.

3.5.3. Telephone Meetings

Members of the Board of Directors may participate in a meeting of the board by any communication by means of which all participating directors can simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

3.5.4. Action Without Meeting

Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more consents in writing or by electronic transmission describing the action taken, signed by each director, and delivered to the Corporation for inclusion in the minute book.

3.5.5. Waiver of Notice of Meeting

A director may waive any notice required by statute, the Certificate of Incorporation or these Bylaws before or after the date and time stated in the notice. Except as set forth below, the waiver must be in writing, signed by the director entitled to the notice, or made by electronic transmission by the director entitled to the notice, and delivered to the Corporation for inclusion in the minute book. Notwithstanding the foregoing, a director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

3.6. Quorum and Vote at Meetings

At all meetings of the board, a quorum of the Board of Directors consists of a majority of the total number of directors prescribed pursuant to **Section 3.2** of these Bylaws. The vote of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or by these Bylaws.

3.7. Committees of Directors

The Board of Directors may designate one or more committees, each committee to consist of one or more directors. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present and not disqualified from voting, whether or not such member or members constitute a quorum, may, by unanimous vote, appoint another member of the Board of Directors to act at the meeting in the place of such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all

the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the Delaware General Corporation Law to be submitted to stockholders for approval or adopting, amending or repealing any bylaw of the Corporation; and unless the resolution designating the committee, these bylaws or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock, or to adopt a certificate of ownership and merger pursuant to Section 253 of the Delaware General Corporation Law. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors, when required. Unless otherwise specified in the Board resolution appointing the Committee, all provisions of the Delaware General Corporation Law and these Bylaws relating to meetings, action without meetings, notice (and waiver thereof), and quorum and voting requirements of the Board of Directors apply, as well, to such committees and their members. Unless otherwise provided in the Certificate of Incorporation, these Bylaws, or the resolution of the Board of Directors designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

3.8. Compensation of Directors

The Board of Directors shall have the authority to fix the compensation of directors. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

4. OFFICERS

4.1. Positions

The officers of the Corporation shall be a President and a Treasurer, and such other officers as the Board of Directors (or an officer authorized by the Board of Directors) from time to time may appoint, including a Secretary, one or more Executive Vice Presidents, Vice Presidents, Assistant Secretaries and Assistant Treasurers. Each such officer shall exercise such powers and perform such duties as shall be set forth below and such other powers and duties as from

time to time may be specified by the Board of Directors or by any officer(s) authorized by the Board of Directors to prescribe the duties of such other officers. Any number of offices may be held by the same person, except that in no event shall the President and the Secretary be the same person. As set forth below, each of the President, and/or any Vice President may execute bonds, mortgages and other contracts under the seal of the Corporation, if required, except where required or permitted by law to be otherwise executed and except where the execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

4.2. President

The President shall be the chief executive officer and the chief operating officer of the Corporation and shall have full responsibility and authority for management of the day-to-day operations of the Corporation subject to the authority of the Board of Directors. The President may execute bonds, mortgages and other contracts, under the seal of the Corporation, if required, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

4.3. Vice President

In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President.

4.4. Secretary

The Secretary shall have responsibility for preparation of minutes of meetings of the Board of Directors and of the stockholders and for authenticating records of the Corporation. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors. The Secretary or an Assistant Secretary may also attest all instruments signed by any other officer of the Corporation.

4.5. Assistant Secretary

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there shall have been no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, perform the duties and exercise the powers of the Secretary.

4.6. Treasurer

The Treasurer shall be the chief financial officer of the Corporation and shall have responsibility for the custody of the corporate funds and securities and shall see to it that full and accurate accounts of receipts and disbursements are kept in books belonging to the Corporation. The Treasurer shall render to the President, and the Board of Directors, upon request, an account of all financial transactions and of the financial condition of the Corporation.

4.7. Assistant Treasurer

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there shall have been no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, perform the duties and exercise the powers of the Treasurer.

4.8. Term of Office

The officers of the Corporation shall hold office until their successors are chosen and qualify or until their earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board of Directors.

4.9. Compensation

The compensation of officers of the Corporation shall be fixed by the Board of Directors.

4.10. Fidelity Bonds

The Corporation may secure the fidelity of any or all of its officers or agents by bond or otherwise.

5. CAPITAL STOCK

5.1. Certificates of Stock; Uncertificated Shares

The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution that some or all of any or all classes or series of the Corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock represented by certificates shall be entitled to have a certificate (representing the number of shares registered in certificate form) signed in the name of the Corporation by the President or any Vice President, and by the Treasurer, Secretary or any Assistant Treasurer or Assistant Secretary of the Corporation. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar whose signature or facsimile signature appears on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

5.2. Lost Certificates

The Board of Directors, President or Secretary may direct a new certificate of stock to be issued in place of any certificate theretofore issued by the Corporation and alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming that the certificate of stock has been lost, stolen or destroyed. When authorizing such issuance of a new certificate, the board or any such officer may, as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or such owner's legal representative, to advertise the same in such manner as the board or such officer shall require and/or to give the Corporation a bond or indemnity, in such sum or on such terms and conditions as the board or such officer may direct, as indemnity against any claim that may be made against the Corporation on account of the certificate alleged to have been lost, stolen or destroyed or on account of the issuance of such new certificate or uncertificated shares.

5.3. Record Date

5.3.1. Actions by Stockholders

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, the Board of Directors may fix a record date, which record date shall not precede the date upon which the

resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty days nor less than ten days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, unless the Board of Directors fixes a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by the Delaware General Corporation Law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in the manner prescribed by Section 213(b) of the Delaware General Corporation Law. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the Delaware General Corporation Law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

5.3.2. Payments

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

5.4. Stockholders of Record

The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, to receive notifications, to vote as such owner, and to exercise all the rights and powers of an owner. The Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise may be provided by the Delaware General Corporation Law.

6. INDEMNIFICATION; INSURANCE

6.1. Authorization of Indemnification

Each person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether by or in the right of the Corporation or otherwise (a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, partner (limited or general) or agent of another corporation or of a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to an employee benefit plan, shall be (and shall be deemed to have a contractual right to be) indemnified and held harmless by the Corporation (and any successor to the Corporation by merger or otherwise) to the fullest extent authorized by, and subject to the conditions and (except as provided herein) procedures set forth in the Delaware General Corporation Law, as the same exists or may hereafter be amended (but any such amendment shall not be deemed to limit or prohibit the rights of indemnification hereunder for past acts or omissions of any such person insofar as such amendment limits or prohibits the indemnification rights that said law permitted the Corporation to provide prior to such amendment), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, ERISA taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person (except for a suit or action pursuant to **Section 6.2** hereof) only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. Persons who are not directors or officers of the Corporation and are not so serving at the request of the Corporation may be similarly indemnified in respect of such service to the extent authorized at any time

by the Board of Directors of the Corporation. The indemnification conferred in this **Section 6.1** also shall include the right to be paid by the Corporation (and such successor) the expenses (including attorneys' fees) incurred in the defense of or other involvement in any such proceeding in advance of its final disposition; provided, however, that, if and to the extent the Delaware General Corporation Law requires, the payment of such expenses (including attorneys' fees) incurred by a director or officer in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such director or officer to repay all amounts so paid in advance if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this **Section 6.1** or otherwise; and provided further, that, such expenses incurred by other employees and agents may be so paid in advance upon such terms and conditions, if any, as the Board of Directors deems appropriate.

6.2. Right of Claimant to Bring Action Against the Corporation

If a claim under **Section 6.1** is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring an action against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such action. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in connection with any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed or is otherwise not entitled to indemnification under **Section 6.1**, but the burden of proving such defense shall be on the Corporation. The failure of the Corporation (in the manner provided under the Delaware General Corporation Law) to have made a determination prior to or after the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law shall not be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct. Unless otherwise specified in an agreement with the claimant, an actual determination by the Corporation (in the manner provided under the Delaware General Corporation Law) after the commencement of such action that the claimant has not met such applicable standard of conduct shall not be a defense to the action, but shall create a presumption that the claimant has not met the applicable standard of conduct.

6.3. Non-exclusivity

The rights to indemnification and advance payment of expenses provided by **Section 6.1** hereof shall not be deemed exclusive of any other rights to which those seeking indemnification and advance payment of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

6.4. Survival of Indemnification

The indemnification and advance payment of expenses and rights thereto provided by, or granted pursuant to, **Section 6.1** hereof shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, partner or agent and shall inure to the benefit of the personal representatives, heirs, executors and administrators of such person.

6.5. Insurance

The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, partner (limited or general) or agent of another corporation or of a partnership, joint venture, limited liability company, trust or other enterprise, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of such person's status as such, and related expenses, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of the Delaware General Corporation Law.

7. GENERAL PROVISIONS

7.1. Inspection of Books and Records

Any stockholder, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose, and to make copies or extracts from: (1) the Corporation's stock ledger, a list of its stockholders, and its other books and records; and (2) other documents as required by law. A proper purpose shall mean a purpose reasonably related to such person's interest as a

stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office or at its principal place of business.

7.2. Dividends

The Board of Directors may declare dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation and the laws of the State of Delaware.

7.3. Reserves

The directors of the Corporation may set apart, out of the funds of the Corporation available for dividends, a reserve or reserves for any proper purpose and may abolish any such reserve.

7.4. Execution of Instruments

All checks, drafts or other orders for the payment of money, and promissory notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

7.5. Fiscal Year

The fiscal year of the Corporation shall end on December 31 of each year.

7.6. Seal

The Corporation shall have no corporate seal.

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OHL Concesiones

Form A
Additional Requirements

A. Detailed Description of the legal structure of OHL Concesiones, S.L.

OHL Concesiones, S.L: Equity Participant

OHL Concesiones, S.L. is a wholly owned Spanish subsidiary of OBRASCON HUARTE LAIN, S.A.; it is the world's 7th leading private transportation infrastructure developer. OHL Concesiones, S.L. was incorporated on November 27, 2000. It was created to focus, among other things, on designing, engineering, financing, construction, operation, management, etc, of all kinds of infrastructures worldwide. OHL Concesiones, S.L. is currently in good standing and does not have any hindrances for submitting this proposal.

The Bylaws for internal governance of OHL Concesiones, S.L. were adopted by the Board of Directors on November 27, 2000 (with some later modifications). A certified copy of the current Bylaws is included with this Proposal.

Board of Directors.

OHL Concesiones, S.L. is administered by a Board of Directors. The appropriate officers will serve at the sole pleasure of the Board of Directors until such time as the Board of Directors resolves to terminate such appointments. The current Board stands as follows:

Mr. Juan Villar-Mir de Fuentes– President
Mr. Mariano Aísa Gómez– First Vice President
Mr. José Antonio Fernández Eléjaga– Board Member
Mr. Tomás García Madrid– Board Member
Mr José Luis García-Villalba González– Board Member
Mr. Javier López Madrid– Board Member
Mr. Victor Morte Casabo– Board Member
Mr. Juan Luis Osuna Gómez– Chief Executive Officer
Mr. José María del Cuvillo Pemán– Secretary no board Member

OHL Concesiones, S.L's Board of Directors are highly influential in the decision making process. Their role is to accomplish and carry out the purposes and intent of the foregoing resolutions and any and all actions carried out going forward. To do this, the Board and its Chief Executive Officer have the power to take action and prepare all papers, instruments, and documents that are deemed necessary.

OHL
Concesiones

IN WITNESS WHEREOF, the undersigned Chief Executive Officer of OHL Concesiones, S.L. has executed this Form on and as of October, 22nd, 2008 in his or her capacity as Chief Executive Officer of the Company as set forth below.

Name: Juan Luís Osuna Gómez
Chief Executive Officer

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OHL
Concesiones

CHIEF EXECUTIVE OFFICER'S CERTIFICATE OF

OHL CONCESIONES, S.L.

The undersigned Chief Executive Officer of **OHL CONCESIONES, S.L.**, a company formed under the laws of Spain (the "Company") hereby delivers this certificate in connection with the Proposal submitted by the North Tarrant Express Project Team in response to that certain "Request for Proposals" issued by the Texas Department of Transportation.

The undersigned Chief Executive Officer **HEREBY CERTIFIES** on behalf of the Company that, as of the date hereof:

1. He is a duly elected, qualified and acting officer of the Company holding the office set forth under his or her respective name on the signature page hereof.

2. Me, in my condition of Chief Executive Officer of **OHL CONCESIONES, S.L.**, with full powers for this acts, I have authorized, adopted and approved the Proposal and its execution and delivery to TxDOT, and authorized, adopted and approved all of the transactions described in the Proposal and other agreements contemplated therein. Such decision are in full force and effect as of the date hereof.

3. No steps have been taken by the shareholders, directors or officers of the Company to dissolve, liquidate or terminate the existence of the Company.

4. Attached hereto as **Exhibit A** is a true and correct copy of the *Estatutos* (Articles and Bylaws) of the Company (the "Articles") in effect as of the date hereof. The Articles have not been modified, amended or rescinded in whole or in part, except as attached, and no steps have been taken by the officers of the Company to effect any amendment or other modification of the Articles.

IN WITNESS WHEREOF, the undersigned Chief Executive Officer of the Company has executed this Certificate on and as of October, 22nd, 2008 in his or her capacity as Chief Executive Officer of the Company as set forth below.

Name: Juan Luís Osuna Gómez
Chief Executive Officer

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NOTARIAL CERTIFIED COPY OF A PRIOR CERTIFIED COPY SIGNED BEFORE THE NOTARY PUBLIC OF MADRID, MR **JAIME RECARTE CASANOVA**, OF THE ORIGINAL INSTRUMENT TO NOTARISE CORPORATE RESOLUTIONS SIGNED BY THE COMPANY **"OHL CONCESIONES, S.L."**.

Number of public records – 1301/2007, on file at my notary's office.

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2ª A
28023 MADRID
TLF.-FAX: 91 357 28 93

04/2008
07/2007
01/2007
3x €0.15 stamp duty paid
3x ink stamp of the Spanish State

8X3240760 8E6170621 7V6686551
Jaime Recarte Casanova
Notary Public
Pº Gral. Martínez Campos, 41 – 2º
Telephone: 91 308 28 15
28010 MADRID
[3x ink stamp of the notary's office of Jaime Recarte Casanova in Madrid]

88420

INSTRUMENT TO NOTARISE CORPORATE RESOLUTIONS ISSUED AND SIGNED BY THE COMPANY OHL CONCESIONES, S.L.

NUMBER ONE THOUSAND THREE HUNDRED AND ONE.

In Madrid, on 12 April 2007.

Before me, JAIME RECARTE CASANOVA, Notary Public of Madrid and member of the Association of Notaries of Madrid

THERE APPEARS

MR JOSE MARIA DEL CUVILLO PEMAN, of legal age, with legal abode for the purposes of these proceedings in Madrid, Calle Gobelas, numbers 35-37, and holding National Identity/Tax Card number (Spanish DNI/NIF respectively) 31229245-Y.

ACTING HEREBY

In the name and on behalf of the Spanish company OHL CONCESIONES, S.L., Sole Proprietorship, with Tax Identification Code number (Spanish C.I.F.) B82871369, registered offices in Madrid, Calle Gobelas, numbers 35-37, and incorporated for an indefinite term by means of public instrument signed on 27

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

November 2000, before the Notary Public of Madrid, Ms Pilar López-Contreras Conde. The company is filed with the Companies House of Madrid, in volume 16,507, book 0, page 138, section 8, sheet M-281066, entry 1.

The AFFIANT WAS DULY AUTHORISED TO ACT IN THESE PROCEEDINGS at a meeting of the company's Board of Directors held on 27 March 2007, which he evidences by means of a certificate that he himself issued in his capacity as Secretary to the Board of Directors, following the approval of the Chairman, Mr Juan Villar-Mir de Fuentes. I hereby verify the signatures of the two individuals and, having been shown evidence to the effect that they continue to hold their aforementioned offices, attach the certificate to this original copy for insertion into any subsequent copies made hereof.

POSSESSING in my sound judgment the legal capacity required to sign this document in his respective capacity, the affiant, for all applicable legal purposes

HEREBY GRANTS THE FOLLOWING

ONE – In his respective capacity, and in furtherance of the corporate resolutions set forth in the certificate mentioned above, he hereby NOTARISES and consigns to public deed all the resolutions contained within the abovementioned certificate and INSTRUCTS ME, the Notary, to notarise them by means of this public instrument, which I agree to do. The certificate therefore becomes an integral part hereof and will be transcribed in any copies hereof that may be made.

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

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07/2007
01/2007
3x €0.15 stamp duty paid
3x ink stamp of the Spanish State

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[3x ink stamp of the notary's office of Jaime Recarte Casanova in Madrid]

Such resolutions are as follows in abridged format:

- Delegation of powers upon the Board of Directors.

TWO – I, the Notary, duly advise the affiant of the obligation to file this instrument with the relevant Companies House.

The affiant, in the capacity in which he appears, requests the Registrar of the Companies House to file this public instrument within his records.

EXECUTION AND AUTHORISATION

I have advised the affiant of all pertinent legal concerns and caveats.

I, the Notary, in my capacity as the party ultimately responsible for the automated filing system of public records and notarial documents and likewise for the administrative and organisational files of this notary's office, hereby warrant full compliance with applicable regulations governing personal data protection. Pursuant to the requirements of Organic Act 15/1999 (*Ley Orgánica 15/1999*), the affiant has been informed that his details will be introduced into the aforementioned automated filing systems located in this notary's office and for which I remain responsible, and likewise that such data may be disclosed to any public administrative bodies entitled to receive such information

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
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in accordance with any applicable legally binding rules or regulations.

The notary guarantees all statutory rights to access, amend, withdraw or challenge such data that the interested party may be entitled to exercise, without prejudice to those rights reserved for public administrative bodies, courts or tribunals, and those which prove strictly necessary in order to carry out notarial functions.

Having chosen to read the foregoing, the affiant grants his consent and signs this document with me, the Notary.

I ATTEST to the identity of the affiant by means of his identity card, which he has duly shown me and which is described above, that he has granted his consent of his own free volition and that the signing of this deed is legally valid and conforms to the duly informed intention and will of the affiant. Insofar as necessary, I likewise attest to all other aspects of this public instrument, which has been prepared on two sheets of official paper for notarial documents and bears the seal of the Spanish State, with the series and numbers that appear on this sheet and on the previous two sheets in reverse numeric order.

THERE APPEARS THE SIGNATURE OF THE AFFIANT. SIGNED: JAIME RECARTE CASANOVA – SEALED AND STAMPED.

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

04/2008
07/2007
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3x €0.15 stamp duty paid
3x ink stamp of the Spanish State

8X3240762 8E6170623 7V6686553

[3x ink stamp of the notary's office of Jaime Recarte Casanova in Madrid]

Additional documentation enclosed below.

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

[corporate logo]

OHL CONCESIONES

JOSE MARIA DEL CUVILLO PEMAN, in his capacity as Secretary to the Board of Directors of **OHL CONCESIONES, S.L. Unipersonal**, whose office as such continues to take effect and has been duly filed with the pertinent registry:

HEREBY CERTIFIES TO THE FOLLOWING

A meeting of the Board of Directors was held in Madrid on 27 March 2007, with 7 out of the 8 Board members in attendance in their capacity as such (namely, Mr Juan Villar-Mir de Fuentes, Mr Mariano Aísa Gómez, Mr José Antonio Fernández Eléjaga, Mr Tomás García Madrid, Mr José Luis García-Villalba González, Mr Javier López Madrid and Mr Juan Luis Osuna Gómez). The following resolution was adopted unanimously, as evidenced by the minutes that were unanimously approved at the end of the meeting in relation to said resolution:

- To confer upon Board member Mr Juan Luis Osuna Gómez, of legal age, married, with professional abode in Madrid, Calle Gobelas 47 and holding National Tax Card number (Spanish NIF) 02526571-K, all the powers pursuant to law and the Articles of Association that the Board of Directors is authorised to delegate. Said powers will be joint and several, permanent and will remain in force for as long as he continues to hold office on the company's Board of Directors.

In witness whereof, I issue this certificate in Madrid, on 12 April 2007, following the approval of the Chairman of the Board of Directors.

[illegible signature]
Approved: THE CHAIRMAN
Juan Villar-Mir de Fuentes

[illegible signature]
THE SECRETARY
José María del Cuvillo Peman

OHL Concesiones, S.L.
Gobelas, 45-49. El Plantío – 28023 Madrid
Telephone: +34 91 348 41 00 – Fax: +34 91 384 45 79

Companies House of Madrid, Volume 16,507 of Book 0, Page 138, Section 8, Sheet number M-281,066, Entry 1, 27 November 2000.
Tax Code number (Spanish CIF) B-82871369

JAVIER GONZALEZ DE LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO 35 - 2º A
28023 MADRID
TLF.-FAX: 91 357 25 53

04/2008
07/2007
01/2007
3x €0.15 stamp duty paid
3x ink stamp of the Spanish State

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[3x ink stamp of the notary's office of Jaime Recarte Casanova in Madrid]

THIS IS A CERTIFIED COPY of the original instrument, on which this copy has been duly noted. I hereby issue this document in favour of the AFFIANT IN THE CAPACITY IN WHICH HE ACTS on four sheets of sealed government paper for notarial use, numbers 7V6686551, 7V6686552, 7V6686553 and 7V6686554, the last sheet to be used for notes from registries and public offices. I sign, initial, seal and stamp this document in Madrid, on 17 April 2007. I ATTEST TO THE FOREGOING.

[ink stamp of the General Council of Spanish Notaries – *Consejo General del Notariado Español* – Number 0104637865]

[ink stamp of the notary' offices of Jaime Recarte Casanova – Madrid]
[illegible signature]

Professional fees pursuant to Additional Provision 3 of Act 8/1989
DOCUMENT WITH NO ASSIGNED VALUE

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

[official seal of the Spanish State]
COMPANIES HOUSE OF MADRID

P.º de la Castellana, 44 – 28046 MADRID

DOCUMENT PRESENTED	**2007 62,823.00**
JOURNAL ENTRY	**1760** / **28**

Having analysed and evaluated the preceding document pursuant to articles 18 of the Commercial Code (*Código de Comercio*) and 6 of the Companies House Regulations (*Reglamento del Registro Mercantil*), the signatory COMPANIES REGISTRAR has decided to file the document in:

VOLUME: 21,604 BOOK: 0 PAGE: 144
SECTION: 8 SHEET: M-281066
ENTRY: 19

It is hereby stated that the appointed person/s set forth in this document currently being filed with this Companies House is/are not listed in the Spanish Registry of Bankruptcy Resolutions (*Registro de Resoluciones Concursales*), pursuant to the terms of article 61 bis of the Companies House Regulations (*Reglamento del Registro Mercantil*).

[illegible ink stamp]

Madrid, 17 MAY 2007
THE COMPANIES REGISTRAR
[illegible signature]
[ink stamp of the Companies Registry of Madrid]

Tax ID nº (Spanish NIF): E81458556

Reduction applied pursuant to Royal Decree Law 6/1999 and 6/2000.
CALCULATION BASE: TRANSACTION WITHOUT VALUE
FEES AS PER INVOICE: FIFTY-NINE EUROS AND NINETEEN CENTS
*********59.19

Company: OHL CONCESIONES SL

Pursuant to articles 333 of the Mortgage Regulations (*Reglamento Hipotecario*) and 80 of the Companies House Regulations (*Reglamento del Registro Mercantil*, or RRM), and as evidenced by the electronic files of the Registry (articles 12 and 79 RRM), the sheet of the company on file with the Registry remains in full effect, there being no entries concerning the bankruptcy, receivership or liquidation of the Company.

[illegible ink stamp]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

04/2008
07/2007
2x €0.15 stamp duty paid
2x ink stamp of the Spanish State

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[2x ink stamp of the notary's office of Jaime Recarte Casanova in Madrid]
[ink stamp of the Notaries' Associations of Spain – Colegios Notariales de España]

This sheet has been attached to the document bearing the signature of Mr/Ms **Jaime Recarte Casanova** ……. ……. ……., dated **17 April 2007**.

Hague Apostille (or single legalisation procedure)
(Hague Convention dated 5 October 1961)
(Spanish Royal Decree 2433/1978, dated 2 October)

1. Country: *Spain*
This public document

2. Has been signed by ***Mr. Jaime Recarte Casanova***,
3. Acting in his capacity as NOTARY PUBLIC, and
4. Duly bears the ink stamp *of his Notary's Offices*

HEREBY ISSUED

5. In Madrid, 6. On **11 July 2007**
7. By the Dean of the Association of Notaries of Madrid,

8. Under number 46777

9. Seal/stamp:
[ink stamp of the Notaries Association of Madrid]
[ink stamp of the General Council of Spanish Notaries – *Consejo General del Notariado Español* – Number 0111823573]
[€0.20 stamp duty paid]

10. Signature:
[illegible signature]
Mr Ignacio Gomá Lanzón
Member of the Governing Board exercising the functions of Dean.

ASSOCIATION OF NOTARIES OF MADRID
OFFICE OF THE DEAN

Legalisation of the seal, signature and initials of Mr.
Jaime Recarte Casanova
Notary Public attached to this Association
Madrid, 11 July 2007

[illegible signature]
Mr Ignacio Gomá Lanzón
Member of the Governing Board exercising the functions of Dean

[ink stamp of the General Council of Spanish Notaries – *Consejo General del Notariado Español* – Number 0111823577]
[ink stamp of the Notaries Association of Madrid]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

LEGALISATION [illegible] ***Mr Ignacio Gomá Lanzón***, member of the Governing Board of the Notaries' Association of ***MADRID***

Madrid, 18 JUL 2007
[illegible ink stamp]
P.p. The Director General
The Department Head of the General Registry
[illegible signature]
Signed: Mª Teresa García Junquera

Consulado-Geral do Brasil em Madri

SPANISH MINISTRY FOR FOREIGN AFFAIRS AND COOPERATION
LEGALISATIONS DEPARTMENT
Approval to legalise the foregoing signature on the basis that it appears genuine, with no further certification concerning the accuracy of the document contents or any subsequent use thereof.

Madrid, **23 JUL 2007**
The Undersecretary
[illegible signature]
Montserrat Pantoja Gutiérrez
Head of Department

CONSULADO-GERAL DO BRASIL EM MADRI

[Extract in Portuguese]

[illegible signature]
María dos Dôres da S. Lima Filha
Vice-Consul
[ink stamp of the *Consulado-Geral da República Federativa do Brasil em Madri*]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

04/2008
07/2007
2x €0.15 stamp duty paid
2x ink stamp of the Spanish State

8X3240775 8E6170693

[ink stamp of the notary's office of Jaime Recarte Casanova in Madrid]
[illegible ink stamp]

THE FOREGOING IS ACCURATE and the parts transcribed are a carbon copy of the original instrument I have before me. Upon the request of **"OHL CONCESIONES, S.L."**, I, **MARTIN MARIA RECARTE CASANOVA, Notary Public of Madrid and member of the Association of Notaries of Madrid**, hereby issue this **CERTIFIED COPY** on **SIX** sheets of sealed series **8E** government paper for notarial use, number **6170621**, the **FOUR** following numbers in ascending numerical order and this sheet, which I duly sign, initial, stamp and seal in Madrid, on 1 October 2007. I **ATTEST** to the foregoing.

[illegible ink stamp]
[ink stamp of the General Council of Spanish Notaries – *Consejo General del Notariado Español*]
[€0.15 right of standing and legalisation stamp – Number A44778085]
[illegible signature]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

THE FOREGOING IS ACCURATE and the parts transcribed are a carbon copy of the original instrument I have before me. Upon the request of **"OHL CONCESIONES, S.L."**, I, **JAIME RECARTE CASANOVA, Notary Public of Madrid and member of the Association of Notaries of Madrid**, hereby issue this **CERTIFIED COPY OF A PRIOR CERTIFIED COPY** on **SIX** sheets of sealed series **8X** government paper for notarial use, number **3240760**, the **FOUR** following numbers in ascending numerical order and this sheet, which I duly sign, initial, stamp and seal in Madrid, on 2 October 2008. I **ATTEST** to the foregoing.

[ink stamp of the General Council of Spanish Notaries – *Consejo General del Notariado Español* – 0133755101]
[€0.15 right of standing and legalisation stamp – Number A100927119]
[ink stamp of the notary' offices of Jaime Recarte Casanova – Madrid]

[illegible signature]

Hague Apostille (or single legalisation procedure)
(Hague Convention dated 5 October 1961)
(Spanish Royal Decree 2433/1978, dated 2 October)

1. Country: *Spain*
This public document

2. Has been signed by ***Mr. Jaime Recarte Casanova***,
3. Acting in his capacity as NOTARY PUBLIC, and
4. Duly bears the ink stamp *of his Notary's Offices*

HEREBY ISSUED

5. In Madrid, 6. On **30 OCT 2008**
7. By the Dean of the Association of Notaries of Madrid,

8. Under number 77645

9. Seal/stamp:
[ink stamp of the Notaries Association of Madrid]
[ink stamp of the General Council of Spanish Notaries – *Consejo General del Notariado Español* – 0042097422]
[€0.20 stamp duty paid]

10. Signature:
[illegible signature]
Ms Mª Nieves González de Echávarri Díaz
Signing on behalf of the Dean

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

I, Javier González, Sworn English Translator, hereby certify that this document is an accurate and complete translation into English of a document written in Spanish. Madrid, 3th November 2008	**Yo, Javier González, Intérprete Jurado de Inglés, certifico que la que antecede es una traducción fiel y completa al inglés de un documento redactado en español. En Madrid, a 03 de noviembre de 2008.**

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TRIGO, 125 - 2º A
28002 MADRID
TLF.-FAX 91 357 28 93

TESTIMONIO LITERAL DE TESTIMONIO AUTORIZADO POR EL NOTARIO DE MADRID **DON JAIME RECARTE CASANOVA,** DE LA ESCRITURA DE PROTOCOLIZACION Y ELEVACION A PUBLICO DE ACUERDOS SOCIALES OTORGADA POR LA SOCIEDAD **"OHL CONCESIONES, S.L."** ----------

Número de Protocolo.- 1301/2007, de mi protocolo. --

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

8X3240760

04/2008

8E6170621

07/2007

7V6686551

01/2007

Jaime Recarte Casanova
NOTARIO
Pº Gral. Martínez Campos, 41 - 2º
Teléfono 91 308 28 15
28010 MADRID

Jaime Recarte Casanova
NOTARIO
Pº Gral. Martínez Campos, 41 - 2º
Teléfono 91 308 28 15
28010 MADRID

88420

ESCRITURA DE PROTOCOLIZACION Y ELEVACION A PUBLICO DE ACUERDOS SOCIALES, OTORGADA POR LA SOCIEDAD OHL CONCESIONES, S.L..----------

NUMERO MIL TRESCIENTOS UNO.----------

EN MADRID, a doce de abril del dos mil siete.-------

Ante mí, JAIME RECARTE CASANOVA, Notario de esta capital y de su Ilustre Colegio. ----------

----------COMPARECE:----------

DON JOSE MARIA DEL CUVILLO PEMAN, mayor de edad, casado, vecino a estos efectos de Madrid, calle Gobelas, número 35-37, con DNI/NIF número: 31.229.245-Y.----------

INTERVIENE.-----------

En nombre y representación de la Sociedad denominada OHL CONCESIONES, S.L. Sociedad Unipersonal, de nacionalidad española, con CIF B82871369, domiciliada en Madrid, calle de Gobelas, número 35-37, constituida por tiempo indefinido mediante escritura otorgada ante la Nota-

rio de Madrid, Doña Pilar López-Contreras Conde, el día 27 de Noviembre de 2.000. Figura inscrita en el Registro Mercantil de Madrid, al tomo 16.507, libro 0, folio 138, sección 8ª, hoja M-281.066, inscripción 1ª. ----------

FACULTADO PARA ESTE OTORGAMIENTO en la reunión del Consejo de Administración de dicha Sociedad de fecha 27 de Marzo del 2.007, que acredita con certificación librada por el aquí compareciente como Secretario del Consejo de Administración, con el Visto Bueno del Sr. Presidente, Don Juan Villar-Mir de Fuentes, cuyas firmas ambas legitimo en este acto constándome el ejercicio actual de sus citados cargos y que dejo unida a esta matriz para insertar en sus copias. ----------

TIENE a mi juicio el compareciente según interviene, la capacidad legal necesaria para este acto, y al efecto, ------
----------OTORGA:----------

PRIMERO.- Que en el concepto en que interviene, y cumpliendo los acuerdos a que se refiere la certificación antes citada, ELEVA A INSTRUMENTO PUBLICO todos y cada uno de los acuerdos que constan en dicha certificación y ME REQUIERE a mí el Notario para que la protocolice con esta escritura, lo que así hago, pasando a formar parte integrante de la misma y se transcribirá en todas las copias que de esta escritura se libren. ----------

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

8X3240761

04/2008

8E6170622

07/2007

7V6686552

01/2007

Dichos acuerdos, en síntesis, son los siguientes: -------

- Delegación de facultades al Consejo. ----------

SEGUNDO.- Advierto yo el Notario al compareciente la obligación de inscribir en el Registro Mercantil la presente escritura. ----------

El compareciente según interviene, solicita del Sr. Registrador Mercantil la inscripción de esta escritura en los libros a su cargo. ----------

----------OTORGAMIENTO Y AUTORIZACION:--------

Hice las reservas y advertencias legales. ----------

Yo, el notario, como responsable del fichero automatizado de Protocolo y documentación notarial y del fichero de administración y organización de la Notaría, garantiza el pleno cumplimiento de la normativa de Protección de Datos de Carácter Personal, y así, de acuerdo con la L.O. 15/99. los comparecientes quedan informados de la incorporación de sus datos a los ficheros automatizados existentes en la notaría a mi cargo, antes mencionados, así como del hecho de que tales datos pueden ser cedidos a aquellas administra-

ciones Públicas que de conformidad con una norma con rango de Ley tenga derecho a ellos. ----------

El notario garantiza los derechos de acceso, rectificación, cancelación y oposición, ejercitables por el interesado afectado, y a salvo los que legalmente han de estar a disposición de Administraciones Públicas, Jueces y Tribunales, o los que sean inexcusables para el ejercicio de la función notarial. ----------

Leído cuanto antecede por el compareciente, previa su elección, lo encuentra conforme con su voluntad y firma conmigo el Notario. ----------

De haber identificado al compareciente por el medio supletorio de su documento de identidad por el mismo presentado y al principio reseñado, de que el consentimiento ha sido prestado libremente, de que el otorgamiento se adecua a la legalidad y a la voluntad debidamente informada del otorgante e interviniente, y en cuanto proceda de lo demás consignado en esta escritura que queda extendida en dos folios de papel timbrado del Estado exclusivo para documentos notariales, serie y números el del presente y los anteriores en orden correlativo inverso, yo el Notario DOY FE.=

SIGUE LA FIRMA DEL COMPARECIENTE.- SIGNADO: JAIME RECARTE CASANOVA . -RUBRICADOS Y SELLADO. ----------

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

8X3240762

04/2008

8E6170623

07/2007

7V6686553

01/2007

Sigue Documentación Unida.-

OHL
Concesiones

JOSE MARIA DEL CUVILLO PEMAN, en calidad de Secretario del Consejo de Administración de **OHL CONCESIONES, S.L. Unipersonal,** con el cargo vigente y debidamente inscrito,

CERTIFICA

Que en Madrid el 27 de marzo de 2007 el Consejo de Administración celebró reunión con asistencia de 7 de los 8 consejeros en el ejercicio de sus cargos (D. Juan Villar-Mir de Fuentes, D. Mariano Aísa Gómez, D. José Antonio Fernández Eléjaga, D. Tomás García Madrid, D. José Luis García-Villalba González, D. Javier López Madrid y D. Juan Luis Osuna Gómez), y según consta en el acta que fue aprobada en lo referente a ese acuerdo, por unanimidad, al final de la sesión, aprobó por unanimidad el siguiente acuerdo:

- Delegar en el consejero D. Juan Luis Osuna Gómez mayor de edad, casado, con domicilio profesional en Madrid, calle Gobelas 47, y provisto de NIF número 02526571-K , con carácter solidario y permanente y por el plazo que dure su nombramiento como consejero de la Sociedad, todas las facultades legal y estatutariamente delegables por el Consejo de Administración.

Y para que conste expido la presente certificación con el visto bueno del Presidente del Consejo de Administración, en Madrid, a 12 de abril de 2007.

VºBº PRESIDENTE
Juan Villar-Mir de Fuentes

EL SECRETARIO
José María del Cuvillo Pemán

OHL Concesiones, S.L.
Gobelas, 45-49. El Plantío - 28023 Madrid
Teléfono: +34 91 348 41 00, Fax: +34 91 384 45 79

Registro Mercantil de Madrid, Tomo 16.507, del Libro 0, Folio 138, Sección 8ª, Hoja número M-281.066, Inscripción 1ª, 27 de Noviembre de 2006, C.I.F.: B-82877369

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

8X3240763

04/2008

8E6170624

07/2007

7V6686554

01/2007

ES COPIA exacta de su matriz donde queda anotada su expedición. La expido para EL COMPARECIENTE SEGUN INTERVIENE en cuatro folios de papel timbrado del estado para documentos notariales, números 7V6686551, 7V6686552, 7V6686553 y 7V6686554, el último para la consignación de notas por los registros y oficinas públicas que signo, firmo, rubrico y sello. En Madrid, el diecisiete de abril del dos mil siete. DOY FE.

Aplicación Arancel, Disposición Adicional 3ª Ley 8/89
DOCUMENTO SIN CUANTIA

REGISTRO MERCANTIL DE MADRID P.º de la Castellana, 44 - 28046 MADRID

DOCUMENTO PRESENTADO	2.007 62.823,0
DIARIO	1.760
ASIENTO	28

EL REGISTRADOR MERCANTIL que suscribe previo examen y calificación del documento precedente de conformidad con los artículos 18 del Código de Comercio y 6 del Reglamento del Registro Mercantil, ha resuelto proceder a su inscripción en el:

TOMO: 21.604 LIBRO: 0 FOLIO: 144
SECCION: 8 HOJA: M-281066
INSCRIPCION: 19

Se hace constar la no inclusión de la/s persona/s nombrada/s a que se refiere la inscripción practicada en este Registro en virtud de este documento, en el Registro de Resoluciones Concursales conforme a lo dispuesto en el artículo 61 bis del Reglamento del Registro Mercantil

Madrid, 17 de MAYO de 2.007

EL REGISTRADOR

Aplicada la Reducción de los R.D.L. 6/1999 y 6/2000
BASE: SIN CUANTIA
HNOS S/M: CINCUENTA Y NUEVE CON DIECINUEVE CÉNTIMOS
********59,19

Entidad: OHL CONCESIONES SL

De conformidad con los artículos 333 RH y 80 RRM, SE HACE CONSTAR, que según resulta de los archivos informáticos del Registro (artículos 12 y 79 RRM), la hoja registral de la entidad no se halla sujeta a cierre registral alguno, ni en la misma consta extendido asiento relativo a quiebra, suspensión de pagos o disolución.

N.I.F. - E-81458556

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

8X3240764

04/2008

8E6170625

07/2007

El presente folio es el agregado al documento en el que figura la firma de D./Dª **Jaime Recarte Casanova** ..... de fecha **17 de abril de 2007**

Apostille (o legalización única)
(Convention de La Haye du 5 octobre 1961)
(Real Decreto 2433/1978, de 2 de octubre)

1. País: *España*
El presente documento público
2. Ha sido firmado por **D. Jaime Recarte Casanova**
3. Actuando en calidad de *NOTARIO*
4. Se halla sellado / timbrado con *el de su Notaría*

CERTIFICADO

5. En Madrid 6. El **11 . julio . 2007**
7. Por el Decano del Colegio Notarial de Madrid.
8. Con el número 46777
9. Sello / timbre: 10. Firma

Don Ignacio Gomá Lanzón
Miembro de la Junta Directiva en funciones de Decano

ILUSTRE COLEGIO NOTARIAL DE MADRID
DECANATO

Legalización del signo, firma y rúbrica de **D. Jaime Recarte Casanova**

Notario de este Ilustre Colegio.

Madrid, a **once** de **julio** de **dos mil siete**

Don Ignacio Gomá Lanzón
Miembro de la Junta Directiva en funciones de Decano

LEGALIZACIÓN [illegible] Dirección General de los Registros y del Notariado para legalizar la firma de D. Ignacio Gomá Lanzón
Miembro de la Junta Directiva del Colegio Notarial de MADRID

Madrid, 18 JUL 2007

P.D. La Directora General
La Jefa de Negociado del Registro General

Fdo.: Mª Teresa García Junquera

CONSULADO-GERAL DO BRASIL EM MADRI

MINISTERIO DE ASUNTOS EXTERIORES Y DE COOPERACION
LEGALIZACIONES
Visto Bueno para legalizar la firma que antecede por ser, al parecer, auténtica, sin prejuzgar la veracidad del contenido del documento al ulterior destino que pueda dársele.

Madrid, 23 JUL 2007

P. EL SUBSECRETARIO

Montserrat Pantoja Gutiérrez
Jefa de Negociado

CONSULADO-GERAL DO BRASIL EM MADRI

Reconheço verdadeira(s), por semelhança, a(s) assinatura(s) SUPRA neste (ou no anexo) documento com 05 folha(s) de Montserrat Pantoja Gutierrez, funcionário(a) do Setor de Legalizações do Ministério de Assuntos Exteriores e de Cooperação da Espanha, em Madri, Espanha.

E, para constar onde convier, mandei passar o presente, que assinei e fiz selar com o selo deste Consulado-Geral. Dispensada a legalização no Brasil da assinatura da autoridade consular, de acordo com o artigo 2º, do Decreto nº 84.451, de 31.01.80.

"A presente autenticação não implica aceitação do teor do documento"

Pagou R$ 20,00 € 25,- Tab. 416 Outro

Madri, 24 de julho de 2007

SELO CONSULAR

CONSULADO GERAL DA REPÚBLICA FEDERATIVA DO BRASIL
ORDEM E PROGRESSO
MADRI

María das Dôres da S. Lima Filha
Vice-Cônsul

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

8X3240775

04/2008

8E6170693

07/2007

LO RELACIONADO ES CIERTO y lo transcrito concuerda bien y fielmente con el original exhibido y a instancia de **"OHL CONCESIONES, S.L."**, expido el presente **TESTIMONIO LITERAL**, yo, **MARTIN MARIA RECARTE CASANOVA, Notario de esta Capital y de su Ilustre Colegio,** que queda extendido en **SEIS** folios de papel timbrado del Estado para documentos notariales, serie **8E,** números **6170621,** los **CUATRO** siguientes en orden correlativo ascendente, y el del presente que firmo, signo, rubrico y sello en Madrid, a 01 de octubre de 2007. **DOY FE.-**

0,15 € SELLO DE LEGITIMACIONES Y LEGALIZACIONES

NIHIL PRIUS FIDE

A44778085

011783269 1

LO RELACIONADO ES CIERTO y lo trascrito concuerda bien y fielmente con el original exhibido y a instancia de **"OHL CONCESIONES, S.L."**, expido el presente **TESTIMONIO LITERAL DE TESTIMONIO,** yo, **JAIME RECARTE CASANOVA, Notario de esta Capital y de su Ilustre Colegio,** que queda extendido en **SEIS** folios de papel timbrado del Estado para documentos notariales, serie **8X,** números **3240760,** los **CUATRO** siguientes en orden correlativo ascendente, y el del presente que firmo, signo, rubrico y sello en Madrid, a 02 de octubre de 2008. **DOY FE.-**

SELLO DE LEGITIMACIONES Y LEGALIZACIONES

COLEGIOS NOTARIALES

NIHIL PRIUS FIDE

A100927110

0133755104

CONSEJO GENERAL DEL NOTARIADO ESPAÑOL · NOTARIADO EUROPA · NIHIL PRIUS FIDE · FE PUBLICA NOTARIAL

Apostille (o legalización única)
(Convention de La Haye du 5 octobre 1961)
(Real Decreto 2433/1978, de 2 de octubre)

1. País: *España*
El presente documento público
2. Ha sido firmado por D. Jaime Recarte Casanova
3. Actuando en calidad de *NOTARIO*
4. Se halla sellado/timbrado con *el de su Notaría*
CERTIFICADO
5. En Madrid 6. El 30 OCT. 2008
7. Por el Decano del Colegio Notarial de Madrid
8. Con el número 77645
9. Sello/timbre: 10. Firma:

0,20 COLEGIO NOTARIAL DEL TERRITORIO COMUN · NIHIL PRIUS FIDE · VEINTE CENTIMOS · CONSEJO GENERAL DEL NOTARIADO ESPAÑOL · NOTARIADO EUROPA · FE PUBLICA NOTARIAL

0042097422

Doña Mª Nieves González de Echávarri Díaz
Firma delegada del Decano

OHL Concesiones
[Corporate logo]

[Ink stamp of the Notary's offices of Jaime Recarte Casanova – Madrid]

I, **JOSÉ MARÍA DEL CUVILLO PEMÁN**, in my capacity as non-board member Secretary to the Board of Directors of the company OHL CONCESIONES, S.L. Sole Proprietorship, hereby furnish the following documents in relation to the public invitation to tender entitled **"North Tarrant Express Project"** announced by the Texas Department of Transportation (TxDOT):

1) Deed of incorporation of OHL CONCESIONES, S.L. Sole Proprietorship (hereinafter, the Company), including the Articles of Association thereof.

2) Certificate of good standing, certificate evidencing the composition of the Company's Board of Directors and certificate detailing all amendments made to the Company's Articles of Association issued by the Companies House of Madrid.

In Madrid, on October 17, 2008

[Illegible signature]

Signed: José María del Cuvillo Pemán

Secretary to the Board of Directors

OHL CONCESIONES, S.L. Sole Proprietorship

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2ª A
28023 MADRID
TLF.-FAX: 91 357 28 93

[Seal: Spanish Association of Notaries Public- Notary Certification 0133755577]

[Ink stamp of the notarial offices of Jaime Recarte Casanova – Madrid]

[0.15 euro stamp reading: seal of authenticities and legalisations- Notaries Public-Nihil Prius Fide-A010927099]

PROOF OF SIGNATURE: I, **JAIME RECARTE CASANOVA**, Notary Public of the Association of Notaries of Madrid, **HEREBY ATTEST TO AND AUTHENTICATE** the preceding signature as belonging to **MR JOSÉ MARIA DEL CUVILLO PEMÁN**, with both National Identification document and Tax Identification number 31229245-Y, due to the fact his signature appears in my notarial records.

Record book, section B, page number: **4669.**

In Madrid, on October 21st, 2008.

[Illegible signature]

APOSTILLE
(Hague Convention of 5 October 1961)
(Royal Decree 2433/1978, 2 October)

1. Country: Spain
   This public document

2. Has been signed by Mr **JAIME RECARTE CASANOVA**

3. Acting in the capacity of Notary Public

4. Bears the seal/stamp of The Said Notary Public

Certified

5. at Madrid

6. the 21st October 2008

7. by the Madrid Association of Notaries Public' Dean
8. Number 75215

9. Stamp

10. Signature
[illegible]
M Carlos Solís Villa
Delegated Dean's Signature

[Seal: Spanish Association of Notaries Public- Notary certification 0042091089]

[Stamp: value of €0.20]

[Seal: Madrid Association of Notaries Public]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

I, Javier González, Sworn English Translator, hereby certify that this document is an accurate and complete translation into English of a document written in Spanish. Madrid, 21 October 2008.	**Yo, Javier González, Intérprete Jurado de Inglés, certifico que la que antecede es una traducción fiel y completa al inglés de un documento redactado en español. En Madrid, a 21 de octubre de 2008.**

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TAJO, 125 - 2º A
28002 MADRID
TLF.-FAX 91 357 28 93

B 35363

OHL Concesiones

NOTARIA DE JAIME RECARTE CASANOVA · MADRID

JOSÉ MARÍA DEL CUVILLO PEMÁN, en mi condición de Secretario no Consejero del Consejo de Administración de OHL CONCESIONES, S.L. Unipersonal, vengo a informar que, en relación con el Concurso público convocado por el Departamento de Trasportes de Texas (TxDOT) denominado "**North Tarrant Express Project**", se acompaña la siguiente documentación:

1) Escritura de constitución de OHL CONCESIONES, S.L. Unipersonal (en adelante, la "sociedad"), incluyendo la redacción original de los Estatutos.

2) Certificado del Registro Mercantil de Madrid de vigencia de la sociedad, composición del Consejo de Administración de la sociedad, así como todas las modificaciones estatutarias de la sociedad.

En Madrid, a 17 de octubre de 2008.

Fdo.: José María del Cuvillo Pemán
Secretario del Consejo de Administración
OHL CONCESIONES, S.L. Unipersonal

SELLO DE LEGITIMACIONES Y LEGALIZACIONES

COLEGIOS NOTARIALES

NIHIL PRIUS FIDE

A010927099

LEGITIMACION DE FIRMA.- Yo, **JAIME RECARTE CASANOVA**, Notario del Ilustre Colegio de Madrid, **DOY FE Y LEGITIMO** la firma que antecede de **DON JOSÉ MARIA DEL CUVILLO PEMAN, con DNI/NIF número 31.229.245-Y**, por constar en mi protocolo.----------

Libro indicador, sección b, folio número.- **4669.**----------

Madrid, a 21 de octubre de 2008. ----------

NOTARIA DE JAIME RECARTE CASANOVA · MADRID

CONSEJO GENERAL DEL NOTARIADO ESPAÑOL · NOTARIADO EUROPA · NIHIL PRIUS FIDE

FE PÚBLICA NOTARIAL

0133755571

Apostille (o legalización única)
(Convention de La Haye du 5 octobre 1961)
(Real Decreto 2433/1978, de 2 de octubre)

1. País: *España*

El presente documento público

2. Ha sido firmado por **D. Jaime Recarte Casanova**
3. Actuando en calidad de *NOTARIO*
4. Se halla sellado / timbrado con *el de su Notaría*

CERTIFICADO

5. En Madrid 6. El **21 . octubre . 2008**
7. Por el Decano del Colegio Notarial de Madrid.
8. Con el número 75215
9. Sello / timbre: 10. Firma

Don Carlos Solis Villa
Firma delegada del Decano

0,20 € VEINTE CÉNTIMOS

ILUSTRE COLEGIO NOTARIAL DEL NOTARIADO ESPAÑOL · NIHIL PRIUS FIDE

CONSEJO GENERAL DEL NOTARIADO ESPAÑOL · NOTARIADO EUROPA · NIHIL PRIUS FIDE

0042091089

OHL Concesiones

EXHIBIT A

ARTICLES (ESTATUTOS)

[See Attachment]

NOTARIAL CERTIFIED COPY OF A TRANSCRIPT OF THE DEED OF INCORPORATION OF THE LIMITED LIABILITY COMPANY **OHL, CONCESIONES, S.L.** SIGNED BEFORE THE NOTARY PUBLIC OF MADRID, **MR JAIME RECARTE CASANOVA.**

Notarial record number 2820/2000 of the Notary Public of Madrid, Ms Pilar López-Contreras Conde.

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[Numbers 8Z0464765 to 8Z0464777 and 06/2008 appear on alternate pages; the last page is numbered 8Z0464783]
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DEED OF INCORPORATION OF THE LIMITED LIABILITY COMPANY "OHL, CONCESIONES, S.L.", Sole Proprietorship

NUMBER TWO THOUSAND EIGHT HUNDRED AND TWENTY

In MADRID, on November 27, 2000.

Before me, **PILAR LOPEZ-CONTRERAS CONDE**, Notary Public of Madrid and member of the Association of Notaries of said city,

THERE APPEARS

MR JOSÉ-LUIS GARCÍA-VILLALBA GONZÁLEZ, of legal age and Spanish nationality, married, a civil engineer, with legal abode for the purposes of these proceedings in Madrid, Calle Gobelas, 35-37, and holder of National Identity/Tax Card number (Spanish D.N.I./N.I.F. respectively) 1682640-Y.

ACTING HEREBY

In the name and on behalf of the Spanish public limited company **"OBRASCON HUARTE LAIN, S.A."**, in his capacity as Vice Chairman and

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Chief Executive Officer thereof. Said company has Tax Identification Code number (Spanish C.I.F.) A-48010573, registered offices in Madrid, Calle Gobelas 35-37, and was incorporated for an indefinite term under the name "SOCIEDAD GENERAL DE OBRAS Y CONSTRUCCIONES, S.A. (OBRASCON)" by virtue of public deed signed on May 15, 1911, before the former Notary Public of Bilbao, Mr Francisco de Santiago y Marín, with number 288 of his notarial records, and duly filed with the Companies House of Bilbao in volume 38 of the Companies Book, page 122, sheet number 1708, entry 1. Its Articles of Association were subsequently amended to bring them in line with the current Spanish Public Limited Companies Act (*Ley de Sociedades Anónimas*) and its name changed to "SOCIEDAD GENERAL DE OBRAS Y CONSTRUCCIONES OBRASCON, S.A." by virtue of public deed signed on December 12, 1990, before the Notary Public of Madrid, Mr José-María Lucena Conde, with number 2589 of his notarial records, and duly filed with the Companies House of Madrid in general volume 794 of the Companies Book, page 40, sheet M-11125, entry 179. Its Articles of Association were once again amended and its corporate purpose extended following two public deeds both dated July 23, 1997, with notarial record numbers 1919 and 1920 respectively, and duly filed under entries 236 and 235. The Articles of Association were again amended and the

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name of the company changed to "OBRASCON HUARTE, S.A." by virtue of public deed dated September 3, 1998, with notarial record number 2386, and duly filed as entry 249 on page 198. The registered offices were likewise changed to the aforementioned address by virtue of public deed dated October 23, 1998, with notarial record number 2899, and duly filed with the Companies House under entry 254, volume 2483, page 2 of the same sheet number. All the foregoing amendments were signed before me, the Notary. Following a number of resolutions adopted at the General Shareholders' Meeting on April 20, 1999, and subsequently notarised in public deed on May 27, 1999, before me, with number 273 of my notarial records, "OBRASCON HUARTE, S.A." assumed control of the company "CONSTRUCCIONES LAIN, S.A." and therefore changed its name to the abovementioned **"OBRASCON HUARTE LAIN, S.A."**. Said changes were duly recorded with the Companies House of Madrid, in volume 2483, book 0, page 33, section 8, sheet M-11125, entry 277.

The affiant has been appointed to his office as mentioned above for the term of five years, following resolutions to such effect adopted by the General Shareholders' Meeting and by the Board of Directors at the meetings

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thereof held on April 20, 1999. The Board has likewise conferred all its powers upon the affiant, with the exception of those that may not be delegated in accordance with law. Said resolutions were notarised by means of the aforementioned deed of merger signed before me on May 27, 1999. His terms of office was subsequently ratified following a resolution adopted by the Board of Directors on June 9, 1999, and duly notarised in public deed signed on July 1, 1999, before me, with number 591 of my notarial records. Such deed was duly filed with the Companies House of Madrid, in volume 2483, book 0, page 62, section 8, sheet M-11125, entry 316.

The affiant hereby confirms that his powers and office have not been limited, suspended or revoked in any shape or form. In light of the fact that his principal company continues to operate as described above, I consider him to possess the legal capacity required to sign this deed to INCORPORATE A LIMITED LIABILITY COMPANY, pursuant to the following

PROVISIONS

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ONE – INCORPORATION AND NAME: The affiant hereby incorporates a sole proprietorship limited liability company under the name **"OHL, CONCESIONES, S.L."**, SOLE PROPRIETORSHIP, a name it does not share with any other company pursuant to the certificate issued by the Central Companies House I have before me and which I attach hereto (Document 1).

TWO – ARTICLES OF ASSOCIATION: The Company will be governed by the Articles of Association attached hereto and comprising four sheets of standard paper, which the affiant hereby reads, ratifies and signs at the end thereof, and which are deemed incorporated by reference herein. They therefore form an integral part of this deed and will be reflected in any subsequent copies made hereof (Document 2).

THREE – SUBSCRIPTION AND PAYMENT

The equity capital of THREE THOUSAND AND SIX EUROS (€3,006), represented by 3,006 EQUITY HOLDINGS, numbered from one to three thousand and six (1 to 3,006), both inclusive, and each with a par value of ONE

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(1) EURO, is subscribed in full by the sole partner **"OBRASCON HUARTE LAIN, S.A.".**

The founding Company has fully paid up the total value of the equity holdings it has assumed by paying the Company the corresponding cash deposit into the current account held in the name of the Company Office with branch 0756 of the banking institution CAIXA DE CATALUNYA.

The parties have evidenced such contribution by showing me the corresponding certificate, which I have duly attached hereto (Document 3).

FOUR – GOVERNING BODY: The sole founding partner has decided that the Company will be governed by a Board of Directors, and hereby appoints the individuals stipulated below as Company Directors, all of whom will hold office for the term of five years. Said persons shall accept their appointment to office in separate proceedings and will aver that they do not fall within any of the grounds for legal incapacity, or any of the legally prescribed prohibitions or incompatibilities from holding office, particularly those set forth in Act 12/95, dated May 11, 1995, and Act 14/95, dated April 21, 1995, both enacted by the Autonomous Community of Madrid.

- **MR JOSÉ-ANTONIO FERNÁNDEZ ELÉJAGA**, married, with national Identity Card number (Spanish D.N.I.) 14670451-Q.

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- **MR JUAN-MIGUEL FOULQUIE USAN**, married, with National Identity/Tax Card number (Spanish D.N.I./N.I.F. respectively) 2176263-A.

- **MR JOSÉ-LUIS GARCÍA-VILLALBA GONZÁLEZ**, married, with National Identity/Tax Card number (Spanish D.N.I./N.I.F. respectively) 1682640-Y.

- **MR TOMÁS GARCÍA MADRID**, married, with National Identity/Tax Card number (Spanish D.N.I./N.I.F. respectively) 8958314-K.

- **MR JAVIER LÓPEZ MADRID**, married, with National Identity/Tax Card number (Spanish D.N.I./N.I.F. respectively) 811651-G.

- **MR VICTOR MORTE CASABÓ**, married, with National Identity/Tax Card number (Spanish D.N.I./N.I.F. respectively) 72636892-V.

- **MR JULIÁN NÚÑEZ OLÍAS**, married, with National Identity/Tax Card number (Spanish D.N.I./N.I.F. respectively) 207785-A.

- **MR JUAN OSUNA GOMEZ**, married, with National Identity/Tax Card number (Spanish D.N.I./N.I.F. respectively) 2526571-K.

- **MR JUAN VILLAR-MIR DE FUENTES**, married, with National Identity/Tax Card number (Spanish D.N.I./N.I.F. respectively) 7210534-B.

All the abovementioned individuals are of legal age and Spanish nationality and have legal abode for the purposes of these proceedings in Madrid, Calle Gobelas, number 35-37.

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FIVE – PROHIBITIONS AND INCAPACITIES: The affiant, in his respective capacity, hereby expressly states that persons who fall within any of the grounds for prohibition or incapacity, particularly those set forth in the Acts stipulated in Provision FOUR above, may not hold office within the Company.

SIX – PARTIAL INSCRIPTION: Pursuant to the terms of article 63 of the Regulations governing Spanish Companies Houses (*Reglamento del Registro Mercantil*), the affiant grants his express consent to the partial inscription of this public deed and of the Articles of Association that form part hereof in the event that any of the clauses, provisions or terms thereof do not meet the established requirements in the opinion of the Companies Registrar.

I duly advise the affiant of all relevant legal concerns, including those set forth in article 15 of the Spanish Limited Liability Companies Act (*Ley de Sociedades Limitadas*) and other pertinent tax issues.

EXECUTION

The affiant duly confirms that I have provided him with the opportunity to read this deed and that he has done so of his own free will. He assures me that

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he fully understands the contents hereof and hereby grants his consent and lends his signature hereto.

AUTHORISATION

Having identified the affiant and, in general, being fully aware of the nature and content of this public instrument, which has been drawn up on five sheets of stamped notarial paper, numbers 302241215, 302241216, 302241217, 302241220 and this sheet, I, the Notary, ATTEST to the foregoing.

FEE APPLICATION PURSUANT TO ADDITIONAL PROVISION 3 OF ACT 8/1989 AND ROYAL DECREE 1426/1989. CALCULATION BASE: declared. FEE NUMBERS: 2, 4, 5, 7. NOTARY FEES (EXCL. VAT) PESETAS AND EUROS RESPECTIVELY: as per bill.

There follows the signature of the affiant.

Signed: P. L. Contreras. Signed and sealed.

NOTARISED DOCUMENT

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[logo of the Central Companies House, Company Names Dept.]

PRINCIPE DE VERGARA, 94
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28006 MADRID

CERTIFICATE N° 00208346

I, Mr Jose Luis Benavides del Rey , Registrar of the Central Companies House, following a request to such effect made by:

Mr/Mrs/Ms OBRASCON HUARTE LAIN, S.A.,

submitted on 11/10/2000, under file number 00047224

CERTIFY TO THE FOLLOWING: There is NO RECORD ON FILE of the company name:

"OHL, CONCESIONES, S.L."

As a result, said name has been reserved for the applicant and will remain available for the term of fifteen months counted from today's date, pursuant to the terms of article 412.1 of the Regulations governing Spanish Companies Houses (*Reglamento del Registro Mercantil*).

In Madrid, on October 13, 2000.

THE REGISTRAR
[illegible signature]
[logo of the Central Companies House in Madrid – Jose Luis Benavides del Rey]

NOTE: For the purposes of formalising public deeds, this certificate will remain in effect for the term of TWO MONTHS counted from the date of issue, in accordance with the provisions of article 414.1 of the Regulations governing Spanish Companies Houses.

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ARTICLES OF ASSOCIATION OF THE LIMITED LIABILITY COMPANY "OHL CONCESIONES, S.L."

HEADING I: NAME, PURPOSE, TERM AND REGISTERED OFFICES

ARTICLE 1: NAME

A limited liability company is hereby incorporated under the name "OHL, CONCESIONES, S.L.". Said company will be governed by these Articles of Association and, for any matters not expressly covered herein, by the provisions of the Spanish Limited Liability Companies Act (*Ley de Sociedades Limitadas*), the Regulations governing Spanish Companies Houses (*Reglamento del Registro Mercantil*) and any other applicable legislation.

ARTICLE 2: TERM OF THE COMPANY

The Company is incorporated for an indefinite term and commenced operations on the date the deed of incorporation was signed.

ARTICLE 3: REGISTERED OFFICES

The registered offices are located at Calle Gobelas, nº 35-37, Madrid, these being the premises from which the company is effectively administered and managed.

The Company will be entitled to establish branches, agencies or offices either in Spain or abroad following a decision to such effect by the Governing Body, which is likewise authorised to agree to move the registered offices to other locations within the same municipal district, as well as to eliminate or move any branches, agencies or offices that may exist.

ARTICLE 4: CORPORATE PURPOSE

The Company is involved in the design, construction, performance, running, management, administration, maintenance and concession of all manner of infrastructures and construction work. For such purposes, it may be awarded such contracts by attending competitive biddings, auctions or any other kinds of proceedings currently envisaged by law or which may be envisaged in the future.

In order to fulfil its corporate purpose, the Company may carry out the abovementioned activities either fully, or partially and indirectly, by holding shares or equity holdings in

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other companies with the same or an analogous corporate purpose.

HEADING II: EQUITY CAPITAL AND HOLDINGS

ARTICLE 5: EQUITY CAPITAL

The equity capital is hereby set at the amount of THREE THOUSAND AND SIX EUROS (€3,006) and is fully subscribed and paid up. It is divided into THREE THOUSAND AND SIX (3,006) equity holdings, all equal, cumulative and indivisible and each with a par value of ONE EURO (€1), numbered consecutively from one to three thousand and six.

ARTICLE 6: PRE-EMPTIVE RIGHT

Whenever capital is increased via the creation of new equity holdings, each partner will be entitled to subscribe a number of holdings in proportion to the par value of those it already possesses.

This pre-emptive right may be exercised within the term established when the resolution to increase capital was adopted, which may not be less than one month from the date on which the offer to subscribe new equity holdings is published in the Official Gazette of the Companies House (*Boletín Oficial del Registro Mercantil*).

The Governing Body may resolve to send a written communication to each of the partners in lieu of publishing the offer in the Gazette. In such case, the term for subscribing the new holdings will commence from the time the communication is sent.

HEADING III: EQUITY HOLDINGS

ARTICLE 7: SYSTEM GOVERNING THE EQUITY HOLDINGS

1. Conveyances inter vivos

The following requirements must be complied with for any transfers of the holdings inter vivos:

1) The transfer will be free when it takes place between partners, or in favour of the spouse, ascendant or descendant of the transferring partner, on when made to companies belonging to the same business group.

2) Otherwise, the partner wishing to transfer any or all of its holdings must communicate its intention in writing to the Governing Body of the Company, specifying the number, price and purchaser thereof, as well as the address of the latter.

The transfer will remain subject to the prior consent of the Company, which may be issued via a resolution adopted at the General Meeting, pursuant to the terms of article 29 (b) of the Spanish Limited Liability Companies Act (*Ley de Sociedades de Responsabilidad Limitada*).

The company may only refuse to grant its consent to the transfer when one or various partners acquire the holdings in accordance with article 29 (c) of the abovementioned

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Act, or when the Company itself acquires them in order to redeem them and reduce its capital.

When the partners or the Company exercise their aforementioned pre-emptive acquisition right, the purchase price, in the absence of any express agreement between the parties, will amount to the effective value thereof determined by the Financial Auditor of the Company, or, if the latter is not required to audit the annual accounts, by an auditor appointed by the Companies Registrar for the area in which the registered offices of the Company are located, upon the request of either of the interested parties.

The terms of article 29 of said Act will apply for any matters not expressly covered above.

Once authorisation has been granted, the partner must proceed with the transfer under the same terms and conditions as those duly communicated to the Company and within the term of three months from when it receives the corresponding authorisation. If it fails to transfer within such term, it must request a new authorisation.

2. Mandatory conveyances

Mandatory transfers will be governed by the provisions of article 31 of the Spanish Limited Liability Companies Act. The pre-emptive acquisition right stipulated in section 3 of said article is therefore established in favour of both the partners and the Company itself.

3. Conveyances mortis causa

The acquisition of any equity holdings due to hereditary succession will confer the status of partner upon the heir, thereby entailing all the rights and obligations attached thereto.

Nevertheless, and unless the holdings are acquired by the spouse, the descendants or ascendants of the deceased partner, the surviving partners will be entitled to a pre-emptive right to purchase the holdings in question. Said holdings will be valued at their real value on the date on which the partner passes away, and must be paid for on a cash basis. The valuation will be governed by the terms of article 100 of the Spanish Limited Liability Companies Act and the acquisition right must be exercised within the maximum term of three months from the date of communication of the hereditary succession to the company.

The acquisition of any holding by the spouse or an ascendant or descendent due to hereditary succession will confer the status of partner upon said heir or beneficiary, although the latter must always inform the Company of the acquisition.

ARTICLE 8: COMMUNICATIONS AND PARTNERS LEDGER

The Company shall keep a Partners Ledger, which will contain their personal details, the equity holdings they each possess and any variations that may occur. Any partner may consult the Ledger, which will be kept by and remain the responsibility of the Governing

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Body. Partners are entitled to obtain a certificate accrediting their holdings, rights or liens as set forth in the Partners Ledger under their name.

The personal details of the partners may be amended upon their request, and will not become binding on the Company until such time as they have been consigned to the Ledger.

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HEADING IV

SYSTEM OF CORPORATE GOVERNANCE AND ADMINISTRATION

ARTICLE 9: CORPORATE BODIES

The Company will be run by the General Meeting of partners, which is the supreme decision-making body reflecting the wishes of the Company via a majority vote on the issues it has jurisdiction to decide upon, and a Board of Directors, entrusted with the task of managing, administering and representing the Company and with the powers conferred upon it by law and these Articles of Association.

CHAPTER ONE – THE GENERAL MEETING

ARTICLE 10: The General Meeting is the supreme body of the Company, with all partners being bound by resolutions validly adopted thereat, including those not in attendance, non-voters and those who cast a dissenting vote.

ARTICLE 11: ANNOUNCEMENT OF THE MEETING

The General Meeting must be convened by the Governing Body, and there must be at least fifteen days between the date on which the General Meeting is announced and the date on which it is held. The announcement will be drawn up and sent on two written copies, one of which will be signed by the recipient partner and returned to the Company. Should the partner refuse to sign the copy, then he or she will receive the announcement via notarial channels.

The announcement must mention the name of the Company, along with the place, date and time for the General Meeting and the Agenda thereof.

ARTICLE 12: The Governing Body shall convene a General Meeting whenever it deems one advisable, but must do so when the meeting is requested by a number of partners representing at least 5% of the equity capital. In such case, the General Meeting must be held within the month immediately following the date on which the Governing Body is required to convene it via notarial notification.

If the announcement is not carried out in the manner described in the preceding paragraph, the partners may request the Judge of First Instance for the area in which the registered offices are located to announce the meeting and appoint a Chairman and Secretary for the meeting in question.

ARTICLE 13: The General Meeting must, at the very least, meet within the first six months of every financial year to grant discharge to the Board, approve, when applicable, the annual accounts for the preceding financial year and decide upon how profits are to be allocated.

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The General Meeting may discuss and decide upon any matter put before it, providing that the meeting is validly convened and the matter falls within its jurisdiction pursuant to law.

ARTICLE 14: ADOPTION OF RESOLUTIONS

Company resolutions will be adopted by a majority of the votes validly cast, providing that the affirmative votes represent at least one third of the equity capital conferring a right to vote, with the exception of the resolution of the General Meeting on whether to file a derivative suit, which will require the majority set forth at law.

Nevertheless, this voting requirement will be raised when the General Meeting is convened to decide on capital increases or reductions, the elimination of the pre-emptive right in cases of capital increases, the removal of partners, corporate conversions, mergers, spin-offs, extensions or liquidations, the authorisation set forth in article 65, section 1 of the Limited Liability Companies Act and, in general, any amendments to the Articles of Association. In such cases, partners representing at least two thirds of the equity capital conferring a right to vote must vote in favour in order to adopt the resolution in question.

The General Meeting will be deemed validly convened when, bearing in mind the item to be decided upon, there are enough partners in attendance to adopt resolutions thereon in accordance with the required majorities for each case.

ARTICLE 15: ATTENDANCE AT THE GENERAL MEETINGS

All partners are entitled to attend General Meetings.

Board members must attend General Meetings.

Directors, managers, attorneys-in-fact, technicians and other individuals may likewise attend when, in the opinion of the Chairman of the General Meeting, their presence thereat is considered necessary given their interest in the good running of the Company's affairs. The Chairman of the Meeting may, in principle, allow anyone else he or she deems fit to attend the meeting, although the General Meeting may decide to revoke this power.

Any partner entitled to attend may be represented by proxy at the General Meeting, even when the proxy is not a fellow partner. Said representation will be subject to the requirements contained within the Spanish Limited Liability Companies Act.

ARTICLE 16: UNIVERSAL MEETING

The General Meeting will be validly convened to decide upon any issue, without the need for a prior announcement, when all the equity capital is in attendance or represented by proxy and the attendees unanimously agree to hold the meeting and approve the Agenda thereof.

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This Universal Meeting may be held in any location within Spain or abroad.

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ARTICLE 17: COURSE OF THE GENERAL MEETING

General Meetings will be held at the registered offices of the Company, with the exception of Universal Meetings, which will be held wherever the partners representing all the equity capital happen to be.

General Meetings will be chaired by the Chairman of the Board of Directors. Should he or she be absent or if the post is vacant, then the partner chosen on a case-by-case basis by the majority of the partners in attendance at the meeting will chair the meeting.

The Secretary of the Board of Directors shall likewise act as Secretary of the General Meeting. Should he or she be absent, then the partner elected on a case-by-case basis by the partners in attendance will act as Secretary.

The Chairman of the General Meeting will direct the proceedings, give the floor and determine the duration of successive discussions.

ARTICLE 18: MINUTES AND CERTIFICATES OF THE GENERAL MEETING

Minutes detailing the events of each General Meeting, as well as any resolutions that may have been adopted, will be consigned to the Minute Book, which will be signed by the Chairman and the Secretary. The minutes may be approved at the General Meeting itself or, otherwise, within the term of fifteen days by the Chairman and two comptroller partners, one acting on behalf of the majority and the other for the minority.

Resolutions of the General Meeting may be evidenced wherever necessary by means of certificate.

Resolutions adopted at General Meetings will be notarised by the legally prescribed individuals.

CHAPTER 2 – THE GOVERNING AND REPRESENTATIVE BODY

ARTICLE 19: THE GOVERNING BODY

The Company will be governed and represented by a Board of Directors, comprising a minimum of three and a maximum of twelve members and which will be authorised to represent the Company on any issues that fall within the corporate purpose of the latter. The General Meeting is entrusted with the task of appointing the Board members, who need not be partners. Appointments and dismissals of Board members will take effect from the time they are accepted.

Those persons stipulated in Act 12, dated May 11, 1995 (*Ley 12/1995*), or any others deemed incompatible pursuant to law, may not serve on the Board.

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ARTICLE 20: TERM

Board members will remain in office for five years and may be re-appointed any number of times for equal five-year terms.

ARTICLE 21: REMUNERATION OF THE SOLE ADMINISTRATOR

Board members will receive no remuneration whatsoever for their status as such.

HEADING V

THE BALANCE SHEET AND DISTRIBUTION OF PROFIT

ARTICLE 22: The financial year will commence on January 1 and close on December 31 of every calendar year.

As an exception to the rule, the first financial year will start on the date the deed of incorporation is signed and close on December 31 of the same year.

ARTICLE 23: Pursuant to the terms set forth in the Spanish Limited Liability Companies Act and other applicable Company Law, the Governing Body will draw up the annual accounts, the management report and the proposal on how earnings are to be allocated, as well as the consolidated accounts and management report, where appropriate.

ARTICLE 24: Partners wishing to examine documents that are to be submitted for approval at the General Meeting, including the Management Report and, where applicable, the Audit Report, will be free to do so within the term of fifteen days prior to the date of the Meeting at which the annual accounts are to be approved, and may take as much time as they deem necessary for such purpose.

ARTICLE 25: Company earnings will be allocated as follows, always in accordance with the approved balance sheet:

a) The amount needed to cover the concepts set forth at law or by the Articles of Association will be allocated firstly.

b) Remaining earnings may then be allocated as the General Meeting deems fit, following a resolution to such effect. Resolutions on the distribution of dividends must always comply with legally imposed requirements and will dictate the time and method of payment.

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2ª A
28023 MADRID
TLF.-FAX: 91 357 28 93

HEADING VI

DISSOLUTION AND LIQUIDATION

ARTICLE 26: DISSOLUTION

The Company will be wound up upon the grounds set forth in the Spanish Limited Liability Companies Act. The General Meeting, duly convened pursuant to law, may agree to wind-up and liquidate the Company at any time.

ARTICLE 27: RULES GOVERNING LIQUIDATION

Following a decision to liquidate the Company, legally prescribed rules must be complied with, as must any complementary rules enacted by the General Meeting that adopted the resolution to wind-up the Company, providing that such rules to not contradict those set forth at law.

There follow a number of illegible signatures - signed.

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

12/2007
10/2002
Ink stamp of the Spanish State
[ink stamp of the Notary's Offices of Jaime Recarte Casanova]
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8Q2587621
4S4915019
Ink stamp of the Spanish State
[ink stamp of the Notary's Offices of Pilar López Contreras Conde in Madrid]

CAIXA CATALUNYA [corporate logo]

Plaza Antonio Maura, 8 – 08003 Barcelona . Telephone: (+34) 93 484 5000 . Fax: (+34) 93 484 5141 . http://www.caixanet.es

MR JOSE FERNANDO HURTADO DE MENDOZA GARCIA, Representative of Branch 0756 of the CAIXA D'ESTALVIS DE CATALUNYA:

CERTIFIES TO THE FOLLOWING:

For the purposes of that set forth in article 19.2 of the Spanish Limited Liability Companies Act (*Ley de Sociedades de Responsabilidad Limitada*) and article 189.1 of the Regulations governing Spanish Companies Houses (*Reglamento del Registro Mercantil*), the sum of 3,006.00 euros has been paid into account number 2013 0756 01 0200387310 held in the name of OHL CONCESIONES, S.L. (in the process of incorporation). Said payment was made at this branch on 27/11/00 and is intended as a capital contribution.

NAME	Tax Identification Number (Spanish N.I.F.)	AMOUNT
OBRASCON HUARTE LAIN, S.A.	A48010573	3,006.00 euros

In witness whereof, and on the request of the interested party, I hereby issue this certificate in MADRID, on November 27, 2000.

[ink stamp of Caixa D'Estalvis de Catalunya]
[illegible signature]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

THIS IS THE FIRST VERBATIM COPY of the original deed, which, under the aforementioned number, is duly recorded within my general files and on which I make the relevant annotation. Upon the request of OHL, CONCESIONES, S.L., I hereby issue this document in Madrid, on November 28, 2000, and on ten sheets of notarial paper, numbered 302240894, 302240895, 302240896, 302240897, 302240898, 302240899, 302240900, 302240901, 302240902 and this sheet, along with an additional sheet of notarial paper numbered 302240904. I, the Notary, ATTEST TO THE FOREGOING.

[stamp of the General Council of Spanish Notaries (Consejo General del Notariado Español)]

[ink stamp of the Notary's Offices of Pilar López-Contreras Conde in Madrid]

[illegible text]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

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Ink stamp of the Spanish State
[ink stamp of the Notary's Offices of Pilar López Contreras Conde in Madrid]

SHEET FOR ANNOTATIONS ATTACHED TO THE COPY OF THE DEED SIGNED ON 27/11/00 *[handwritten]* BEFORE THE NOTARY PUBLIC OF MADRID, MS PILAR LÓPEZ-CONTRERAS CONDE, WITH Nº 2820 *[handwritten]*

[official logo]

COMPANIES HOUSE OF MADRID

P.º de la Castellana, 44 – 28046 MADRID

DOCUMENT PRESENTED	2001/02 1556
JOURNAL	1049
ENTRY	836

Having examined and appraised the preceding document in accordance with article 18-2 of the Commercial Code (*Código de Comercio*) and article 6 of the Regulations governing Companies Houses (*Reglamento del Registro Mercantil*), the undersigned COMPANIES REGISTRAR has decided not to file the document as requested on the basis of the following defect/s preventing inscription:

DEFECTS

1. THE ACCEPTANCES TO OFFICE OF THE APPOINTED BOARD MEMBERS MUST BE ENCLOSED (ARTS. 175.1.5 AND 141 OF THE COMPANY HOUSE REGULATIONS).
2. ART. 19 OF THE ARTICLES OF ASSOCIATION: NO MENTION OF THE REGULATORY ISSUES PRESCRIBED BY ART. 185.5 OF THE COMPANY HOUSE REGULATIONS FOR BOARDS OF DIRECTORS.

TAX IDENTIFICATION NUMBER (SPANISH N.I.F.) E-81458556

An appeal may be lodged against the decision of the Registrar within the term of 2 months from today's date, pursuant to article 66 et seq. of the Regulations governing Companies Houses (*Reglamento del Registro Mercantil*).

In Madrid, on FEBRUARY 6, 2001
THE REGISTRAR
[illegible signature]
[ink stamp of the Companies House of Madrid – Jose Mª Rodriguez Barrocal]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2ª A
28023 MADRID
TLF.-FAX: 91 357 28 93

[official logo]

COMPANIES HOUSE OF MADRID

P.° de la Castellana, 44 – 28046 MADRID

DOCUMENT PRESENTED	2001/02 1556	Having examined and appraised the preceding document in accordance with article 18-2 of the Commercial Code (*Código de Comercio*) and article 6 of the Regulations governing Companies Houses (*Reglamento del Registro Mercantil*), the undersigned COMPANIES REGISTRAR has decided not to file the document as requested on the basis of the following defect/s preventing inscription:
JOURNAL	1049	
ENTRY	836	

DEFECTS

INSCRIPTION OF THE PRECEDING DOCUMENT, ACCOMPANIED BY ADDITIONAL DEEDS SIGNED BEFORE THE SAME NOTARY ON FEBRUARY 7, 2001, UNDER NOTARIAL RECORD N° 277, AND ON MARCH 9, 2001, UNDER NOTARIAL RECORD N° 614, [illegible handwritten text] IS ONCE AGAIN DENIED ON THE BASIS THAT IT SUFFERS FROM THE FOLLOWING AMENDABLE DEFECTS:
1. IN RELATION TO THE NEW WORDING OF ARTICLE 19 OF THE ARTICLES OF ASSOCIATION:
A) NUMBER 2 THEREOF ADDRESSES THE APPOINTMENT OF BOARD MEMBERS BY CO-OPTION, WHICH IS EXPRESSLY PROHIBITED UNDER ART. 191 OF THE COMPANIES HOUSE REGULATIONS, AND
B) THE ARTICLES OF ASSOCIATION STILL FAIL TO COVER THE RULES REGULATING MEETING ANNOUNCEMENTS (ART. 57 OF THE LIMITED LIABILITY COMPANIES ACT AND ART. 185 OF THE COMPANY HOUSE REGULATIONS).
2. THE NEW WORDING OF ART. 21 OF THE ARTICLES OF ASSOCIATION, CONCERNING THE REMUNERATION OF BOARD MEMBERS, RUNS CONTRARY TO ART. 66 OF THE LIMITED LIABILITY COMPANIES ACT AS IT FAILS TO ESTABLISH THE SYSTEM OF REMUNERATION.

TAX IDENTIFICATION NUMBER (SPANISH N.I.F.) E-81458556

An appeal may be lodged against the decision of the Registrar within the term of 2 months from today's date, pursuant to article 66 et seq. of the Regulations governing Companies Houses (*Reglamento del Registro Mercantil*).

In Madrid, on MARCH 29, 2001
THE REGISTRAR
[illegible signature]
[ink stamp of the Companies House of Madrid – Jose Mª Rodriguez Barrocal]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

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[ink stamp of the Notary's Offices of Jaime Recarte Casanova]

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[official logo]

COMPANIES HOUSE OF MADRID

P.º de la Castellana, 44 – 28046 MADRID

DOCUMENT PRESENTED	2001/05 2049	Having examined and appraised the preceding document in accordance with article 18-2 of the Commercial Code (*Código de Comercio*) and article 6 of the Regulations governing Companies Houses (*Reglamento del Registro Mercantil*), the undersigned COMPANIES REGISTRAR agrees to file the document in: VOLUME: 16507 BOOK: 0 PAGE: 138 SECTION: 8 SHEET: M-281066 ENTRY: 1
JOURNAL	1078	
ENTRY	32	

COMMENTS AND INCIDENTS

ART. 21 IS NOT RECORDED AS IT FAILS TO COMPLY WITH THE RESOLUTIONS OF THE GENERAL DIRECTORATE FOR COMPANIES HOUSES AND NOTARIES. FEBRUARY 18 AND 20, 2001.
The document is filed in conjunction with:
01. Deed signed on FEBRUARY 7, 2001 in MADRID, before the Notary PILAR LOPEZ CONTRERAS CONDE, with nº 277 of her records.
02. Deed signed on APRIL 5, 2001 in MADRID, before the Notary PILAR LOPEZ CONTRERAS CONDE, with nº 1002 of her records.

TAX IDENTIFICATION NUMBER (SPANISH N.I.F.) E-81458556

An appeal may be lodged against the decision of the Registrar within the term of 2 months from today's date, pursuant to article 66 et seq. of the Regulations governing Companies Houses (*Reglamento del Registro Mercantil*).

In Madrid, on MAY 21, 2001
THE REGISTRAR
[illegible signature]
[ink stamp of the Companies House of Madrid – Jose Mª Rodriguez Barrocal]

Calculation base: DECLARED
Fees as per bill: SEVENTY-FIVE THOUSAND FOUR HUNDRED AND SIXTY-TWO
453.54 euros. Reduction applied pursuant to Royal Decree Law 6/1999 (*Real Decreto Ley 6/1999*) and 6/2000.

RECORDED IN THE COMPANIES CENSUS OF THE SPANISH MINISTRY OF FINANCE UNDER IDENTIFICATION CODE B8287/369 *[handwritten]*

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

[illegible stamp]

THE FOREGOING IS ACCURATE and the parts transcribed are a true and faithful copy of the original deed before me. Upon the request of **"OHL CONCESIONES, S.L.", I, JAIME RECARTE CASANOVA, Notary Public of Madrid and member of the Association of Notaries of Madrid**, hereby issue this CERTIFIED COPY on TWELVE sheets of official government paper for exclusive notarial use, series 4S, numbered 4915028, the TEN following consecutive numbers in downward order, and this sheet, which I duly sign, seal, initial and stamp in Madrid, on February 10, 2003. **I ATTEST TO THE FOREGOING**.

[€0.15 stamp accrediting right of standing and legalisation]

[stamp of the General Council of Spanish Notaries (Consejo General del Notariado Español 0043274991)]

[illegible signature]

[two illegible stamps]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

12/2007 8Q2587626

[ink stamp of the Notary's offices of Jaime Recarte Casanova]

This sheet is attached to the document bearing the signature of Mr/Mrs/Ms Jaime Recarte Casanova *[handwritten]*, dated February 10, 2003 *[handwritten]*.

HAGUE APOSTILLE (OR LEGALISATION)
Hague Convention of October 5, 1961 (Spanish Royal Decree 2433/1978 dated October 2)

1. Country: Spain
This public document

2. Has been signed by Mr Jaime Recarte Casanova *[handwritten]*,
3. Acting in his capacity as Public Notary, and is
4. Stamped with the seal of his Notary's offices

Issued

5. In Madrid, 6. On February 10, 2003 *[handwritten]*
7. By the Dean of the Association of Notaries of Madrid

8. Under number 4333 *[handwritten]*
9. Seal/stamp 10. Signature

[illegible signature]

Mr Pablo Durán de la Colina
Member of the Governing Board in his capacity as Dean

[illegible stamp]

NI0649986

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

THE FOREGOING IS ACCURATE and the parts transcribed are a true and faithful copy of the original deed before me. Upon the request of **"OHL CONCESIONES, S.L."**, **I, JAIME RECARTE CASANOVA, Notary Public of Madrid and member of the Association of Notaries of Madrid**, hereby issue this **CERTIFIED COPY** on **THIRTEEN** sheets of official government paper for exclusive notarial use, series 8Q, numbered 2587612, the ELEVEN following consecutive numbers in ascending order, and this sheet, which I duly sign, seal, initial and stamp in Madrid, on March 31, 2008. **I ATTEST TO THE FOREGOING**.

[€0.15 stamp accrediting right of standing and legalisation]

[ink stamp of the Notary's offices of Jaime Recarte Casanova in Madrid]

[stamp of the General Council of Spanish Notaries – Consejo General del Notariado Español 0120626511]

[illegible signature]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

THE FOREGOING IS ACCURATE and the parts transcribed are a true and faithful copy of the original deed before me. Upon the request of **"OHL CONCESIONES, S.L."**, **I, JAIME RECARTE CASANOVA**, **Notary Public of Madrid and member of the Association of Notaries of Madrid**, hereby issue this **CERTIFIED COPY** on **FOURTEEN** sheets of official government paper for exclusive notarial use, series 8Z, numbered 0464765, the **TWELVE** following consecutive numbers in ascending order, and this sheet, which I duly sign, seal, initial and stamp in Madrid, on October 17, 2008. **I ATTEST TO THE FOREGOING**.

[€0.15 stamp accrediting right of standing and legalisation]

[ink stamp of the Notary's offices of Jaime Recarte Casanova in Madrid]

[stamp of the General Council of Spanish Notaries – Consejo General del Notariado Español 0133755467]

[illegible signature]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

HAGUE APOSTILLE (OR LEGALISATION)
Hague Convention of October 5, 1961 (Spanish Royal Decree 2433/1978 dated October 2)

1. Country: Spain
This public document

2. Has been signed by Mr Jaime Recarte Casanova *[handwritten]*,
3. Acting in his capacity as Public Notary, and is
4. Stamped with the seal of his Notary's offices

Issued

5. In Madrid, 6. On October 17, 2008 *[handwritten]*
7. By the Dean of the Association of Notaries of Madrid

8. Under number 74507 *[handwritten]*
9. Seal/stamp 10. Signature

[illegible signature]

Ms Almudena Zamora Ipas
Member of the Governing Board in his capacity as Dean

[€0.20 stamp accrediting right of standing and legalisation]

[ink stamp of the Notaries Association of Madrid]

[stamp of the General Council of Spanish Notaries – Consejo General del Notariado Español 0042093905]

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

I, Javier González, Sworn English Translator, hereby certify that this document is an accurate and complete translation into English of a document written in Spanish. Madrid, 21th October 2008	**Yo, Javier González, Intérprete Jurado de Inglés, certifico que la que antecede es una traducción fiel y completa al inglés de un documento redactado en español. En Madrid, a 21 de octubre de 2008.**

JAVIER GONZÁLEZ LÓPEZ
INTÉRPRETE JURADO INGLÉS
AVDA. DEL TALGO, 125 - 2º A
28023 MADRID
TLF.-FAX: 91 357 28 93

TESTIMONIO LITERAL DE TESTIMONIO AUTORIZADO POR EL NOTARIO DE MADRID **DON JAIME RECARTE CASANOVA,** DE LA ESCRITURA DE CONSTITUCION DE LA SOCIEDAD LIMITADA **"OHL CONCESIONES, S.L.".** ----------

Número de Protocolo.- 2820/2000, del Notario de Madrid, Doña Pilar López-Contreras Conde. ----------

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

8Z0464765

06/2008

12/2007

12/2002

Jaime Recarte Casanova
NOTARIO
P.º Gral. Martínez Campos, 41 - 2º
Teléfono 91 308 28 15
28010 MADRID

8H2587612

Jaime Recarte Casanova
NOTARIO
P.º Gral. Martínez Campos, 41 - 2º
Teléfono 91 308 28 15
28010 MADRID

4S4915028

PILAR LOPEZ-CONTRERAS CONDE
NOTARIO
Plaza de la Independencia, 2 2º
Tel. 91 781 80 60 Fax 91 781 80 61
28001 Madrid
Email : notarlc@stl.logiccontrol.es

ESCRITURA DE CONSTITUCION DE LA SOCIEDAD LIMITADA "OHL, CONCESIONES, S.L.". unipersonal.- ----------

NUMERO DOS MIL OCHOCIENTOS VEINTE. ----------

En MADRID, a veintisiete de Noviembre de dos mil. -

Ante mí, **PILAR LOPEZ-CONTRERAS CONDE**, Notaria de Madrid y de su Ilustre Colegio. ----------

COMPARECE:

DON JOSÉ-LUIS GARCÍA-VILLALBA GONZÁLEZ, español, mayor de edad, casado, Doctor Ingeniero de Caminos, Canales y Puertos, domiciliado a estos efectos en Madrid, calle de Gobelas números 35-37.- Titular del D.N.I./N.I.F. número 1.682.640-Y. ----------

INTERVIENE:

En nombre y representación, como Vicepresidente y Consejero Delegado de la Compañía Mercantil Anónima denominada "**OBRASCON HUARTE LAIN, S.A.**", de nacionalidad

española, con C.I.F. A-48010573, domiciliada en Madrid, calle de Gobelas números 35-37, constituida por tiempo indefinido con la denominación de "SOCIEDAD GENERAL DE OBRAS Y CONSTRUCCIONES, S.A. (OBRASCON)", en escritura otorgada ante el Notario que fue de Bilbao, Don Francisco de Santiago y Marín, el día 15 de mayo de 1911, número 288 de protocolo e inscrita en el Registro Mercantil de Bilbao, al tomo 38 del Libro de Sociedades, folio 122, Hoja número 1.708, inscripción 1ª; adaptados sus Estatutos a la vigente Ley de Sociedades Anónimas y cambiada su denominación por la de "SOCIEDAD GENERAL DE OBRAS Y CONSTRUCCIONES OBRASCON, S.A.", en escritura otorgada en Madrid ante el Notario de Madrid Don José-María Lucena Conde, el 12 de Diciembre de 1.990, con el número 2589 de su protocolo, que se inscribió en el Registro Mercantil de Madrid, al tomo 794 general del Libro de Sociedades, folio 40, hoja M-11.125, inscripción 179ª; modificados parcialmente sus estatutos y ampliado su objeto social en escrituras del día 23 de Julio de 1.997 números 1.919 y 1.920 de protocolo, que causaron las inscripciones 236ª y 235ª; nuevamente modificados

los estatutos y cambiada su denominación por la de "OBRASCON HUARTE, S.A.", en escritura de 3 de Septiembre de 1.998, número 2.386 de protocolo, que causaron la inscripción 249ª al folio 198, y trasladado su domicilio social al anteriormente indicado en escritura de 23 de Octubre de 1.998, con el número 2.899 de protocolo, que causó la inscripción 254ª del Registro Mercantil, tomo 2.483, folio 2, de la misma Hoja, todas las cuales fueron otorgadas ante mí, la Notario; por acuerdos de la Junta General de Accionistas celebrada el día 20 de Abril de 1.999, elevados a público en escritura otorgada ante mí en el día 27 de Mayo de 1.999, con el número 273 de protocolo, "OBRASCON HUARTE, S.A." ha absorbido a "CONSTRUCCIONES LAIN, S.A." y cambiado su denominación por la antes indicada de **"OBRASCON HUARTE LAIN, S.A."**, que se inscribió en el Registro Mercantil de Madrid, al tomo 2.483, libro 0, folio 33, Sección 8ª, Hoja M-11125, inscripción 277ª. ----------

Para el cargo que ejerce **el compareciente ha sido nombrado por plazo de cinco años** por acuerdos de la Junta General de Accionistas y del Consejo de Adminis-

tración en sus reuniones del día 20 de Abril de 1.999, habiéndosele delegado todas las facultades de éste último, salvo las indelegables por Ley. Dichos acuerdos fueron elevados a público en la citada escritura de fusión por absorción otorgada ante mí el día 27 de Mayo de 1.999; y ratificado en su cargo por acuerdo del Consejo Administración del día 9 de junio de 1.999, elevado a público en escritura otorgada ante mí, el día 1 de Julio de 1.999, con el número 591 de protocolo, que se inscribió en el Registro Mercantil de Madrid, al Tomo 2.483, Libro 0, Folio 62, Sección 8, Hoja M-11125, inscripción 316ª. ----------

Previa aseveración del compareciente de no haberle sido limitadas, suspendidas o revocadas sus facultades o cargo y, de continuar su representada con la misma capacidad, tiene a mi juicio la capacidad legal necesaria para formalizar esta escritura de CONSTITUCIÓN DE SOCIEDAD LIMITADA y, al efecto, ----------

OTORGA:

PRIMERO.- **CONSTITUCIÓN Y DENOMINACIÓN**.- El compareciente constituye una compañía mercantil limitada unipersonal, denominada **"OHL, CONCESIONES, S.L."**, UNIPERSONAL, denominación que no corresponde a ninguna otra sociedad, según resulta del certificado del Registro Mercantil Central que tengo a la vista y dejo unido a esta matriz **(documento 1)**. ----------

SEGUNDO.- **ESTATUTOS**.- La Sociedad se regirá por los Estatutos que se incorporan a esta escritura, extendidos sobre cuatro folios de papel común, que el otorgante, en este acto, ha leído por sí, aprueba y firma al final, dándolos por reproducidos en esta cláusula, para que formen parte integrante de esta escritura y se transcriban en sus copias **(documento 2)**. ----------

TERCERO.- **SUSCRIPCIÓN Y DESEMBOLSO**. ----------

El capital social de TRES MIL SEIS(3.006) EUROS, representado por (3.006) PARTICIPACIONES SOCIALES, numeradas del uno al tres mil seis (1 al 3.006), inclusives, de valor nominal de UN (1) EURO cada una de ellas, es asumido íntegramente por el socio único **"OBRASCON HUARTE LAIN, S.A."**. ----------

La Sociedad fundadora ha desembolsado el total valor de las participaciones asumidas, mediante el ingreso de su importe, en metálico, a nombre de la Sociedad, en la Entidad CAIXA DE CATALUNYA, Oficina 0756, en cuenta abierta a nombre de la Sociedad. ----------

Me acreditan la realidad de tal aportación mediante la exhibición del correspondiente certificado, que queda unido a esta matriz **(documento 3)**. ----------

CUARTO.- **ORGANO ADMINISTRADOR**.- El socio único fundador, decide que la Sociedad sea regida por un Consejo de Administración y nombra Consejeros de la sociedad, por plazo de cinco años, a las personas que a continuación se indican y quienes aceptarán su nombramiento en acto a parte y manifestarán no estar incursos en causa alguna de incompatibilidad legal ni en ninguna de las prohibiciones o incompatibilidades establecidas en las normas vigentes, en especial las de las Leyes 12/95 de 11 de Mayo y 14/95 de 21 de Abril, de la Comunidad Autónoma de Madrid. ----------

-**DON JOSÉ-ANTONIO FERNÁNDEZ ELÉJAGA**, casado y con D.N.I. número 14.670.451-Q. ----------

-DON **JUAN-MIGUEL FOULQUIE USAN,** casado y con D.N.I./N.I.F. número 2.176.263-A. ----------

-DON **JOSÉ-LUIS GARCÍA-VILLALBA GONZÁLEZ**, casado y con D.N.I./N.I.F. número 1.682.640-Y. ----------

-DON **TOMÁS GARCÍA MADRID**, casado y con D.N.I./N.I.F. número 8.958.314-K. ----------

-DON **JAVIER LÓPEZ MADRID,** casado y con D.N.I./N.I.F. número 811.651-G. ----------

-DON **VICTOR MORTE CASABÓ,** casado y con D.N.I./N.I.F. número 72.636.892-V. ----------

DON JULIÁN NÚÑEZ OLÍAS, casado y con D.N.I./N.I.F. número 207.785-A. ----------

DON JUAN OSUNA GOMEZ, casado y con D.N.I./N.I.F. número 2.526.571-K. ----------

DON JUAN VILLAR-MIR DE FUENTES, casado y D.N.I./N.I.F. número 7210534-B. ----------

Todos, en su caso, mayores de edad, de nacionalidad española y domiciliados a estos efectos en Madrid, calle de Gobelas números 35-37. ----------

<u>QUINTO</u>.- **PROHIBICIONES E INCOMPATIBILIDADES.-** El compareciente, según interviene hace constar expresa-

mente que queda prohibido ocupar y ejercer cargos en la sociedad a las personas incursas en las causas legales, en especial las que determinan las leyes referidas en la cláusula CUARTA. ----------

SEXTO.- **INSCRIPCIÓN PARCIAL**.- De conformidad con lo establecido en el artículo 63 del Reglamento del Registro Mercantil, el otorgante consiente expresamente la inscripción parcial de la presente escritura y de los Estatutos que forman parte de ella, en el supuesto que cualquiera de sus cláusulas, estipulaciones o disposiciones adoleciesen de algún defecto a juicio del Registrador Mercantil. ----------

Hago de palabra las reservas y advertencias legales, entre ellas la prevenida en el artículo 15 de la Ley de Sociedades Limitadas, la del artículo 82 del Reglamento del Registro Mercantil y las fiscales. -------

OTORGAMIENTO:

El compareciente, según asegura, ha leído esta escritura, por su elección, que le he permitido; y que-

dando enterado de su contenido, presta su consentimiento al mismo y firma. ----------

AUTORIZACIÓN:

De conocer al compareciente y, en general, de cuanto se contiene en este instrumento público, extendido en cinco folios de papel timbrado exclusivo para documentos notariales, números 302241215, 302241216, 302241217, 302241220 y el presente, yo, la Notaria, DOY FE.

==========

APLICACIÓN ARANCEL DISPOSICIÓN ADICIONAL 3ª, LEY 8/1989 Y R.D. 1426/1989.- BASE: declarada.- NÚMEROS DE ARANCEL: 2, 4, 5, 7.- DERECHOS ARANCELARIOS (SIN IVA) PESETAS Y EUROS, RESPECTIVAMENTE: según factura. ----------

==========

Está la firma del compareciente ----------

Signado P.L.Contreras.- Rubricado y sellado.- ----

DOCUMENTACION PROTOCOLIZADA

REGISTRO MERCANTIL CENTRAL
SECCION DE DENOMINACIONES

PRINCIPE DE VERGARA, 94
TELÉF. 91 563 12 52
28006 MADRID

CERTIFICACION NO. 00208346

DON Jose Luis Benavides del Rey , Registrador Mercantil Central, en base a lo interesado por:
D/Da. OBRASCON HUARTE LAIN, S.A.,
en solicitud presentada con fecha 11/10/2000 y numero de entrada 00047224,

CERTIFICO: Que NO FIGURA registrada la denominacion

OHL, CONCESIONES, S.L.

En consecuencia, se ha reservado dicha denominacion a favor del citado interesado, por el plazo de quince meses a contar desde esta fecha, conforme a lo establecido en el articulo 412.1 del reglamento del Registro Mercantil.

Madrid, a Trece de Octubre de Dos Mil .

EL REGISTRADOR,

REGISTRO MERCANTIL CENTRAL · MADRID · JOSE LUIS BENAVIDES DEL REY

NOTA.- Esta certificacion tendra una vigencia, a efectos de otorgamiento de escritura, de DOS MESES contados desde la fecha de su expedicion, de conformidad a lo establecido en el art. 414.1 del Reglamento del Registro Mercantil.

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

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10/2002

ESTATUTOS DE LA SOCIEDAD MERCANTIL DE RESPONSABILIDAD LIMITADA DENOMINADA "OHL CONCESIONES, S.L."

TÍTULO I. DENOMINACIÓN, OBJETO, DURACIÓN Y DOMICILIO

ARTÍCULO 1º. DENOMINACIÓN

Con la denominación de "OHL, CONCESIONES, S.L." se constituye una Sociedad de Responsabilidad Limitada, que se regirá por los presentes Estatutos Sociales y, en lo en ellos no previsto, por los preceptos de la Ley de Sociedades Limitadas, por el Reglamento del Registro Mercantil y demás disposiciones que sean de aplicación.

ARTÍCULO 2º. DURACIÓN DE LA SOCIEDAD

La duración de la Sociedad se establece por tiempo indefinido. La Sociedad dio comienzo a sus operaciones el día del otorgamiento de la escritura de constitución.

ARTÍCULO 3º. DOMICILIO SOCIAL

El domicilio social se fija en Madrid, calle Gobelas, número 35-37, lugar en el que se halla el centro de su efectiva administración y dirección.

La Sociedad podrá establecer sucursales, agencias o delegaciones, tanto en España como en el extranjero, por decisión del Órgano de Administración, quien será también competente para acordar el traslado del domicilio social dentro del mismo término municipal, así como la supresión o el traslado de las sucursales, agencias o delegaciones.

ARTÍCULO 4º. OBJETO SOCIAL

La Sociedad tiene por objeto el diseño, construcción, ejecución, explotación, gestión, administración, conservación y concesión de toda clase de infraestructuras y de obras, pudiendo acudir para contratarlas a concursos, subastas y cualquier otro procedimiento previsto, o que en el futuro se prevea en la Ley.

Para cumplir el objeto social la Sociedad, podrá llevar a cabo las actividades mencionadas, total o parcialmente de modo indirecto mediante la titularidad de acciones o participaciones en sociedades con objeto idéntico o análogo.

TÍTULO II. CAPITAL SOCIAL Y PARTICIPACIONES

ARTÍCULO 5º. CAPITAL SOCIAL

El capital social se fija en la cifra de TRES MIL SEIS EUROS (3.006 euros), y se encuentra íntegramente suscrito y desembolsado y está dividido en TRES MIL SEIS (3.006) participaciones sociales, iguales, acumulables e indivisibles, de UN EURO (1) de valor nominal cada una, numeradas correlativamente del uno al tres mil seis.

ARTÍCULO 6º. DERECHO DE PREFERENCIA

En los aumentos de capital social con creación de nuevas participaciones sociales cada socio tendrá derecho a asumir un número de participaciones proporcional al valor nominal de las que posea.

El derecho de preferencia se ejercitará en el plazo que se hubiera fijado al adoptar el a0cuerdo de aumento, sin que pueda ser inferior a un mes desde la publicación del anuncio de la oferta de asunción de las nuevas participaciones en el Boletín Oficial del Registro Mercantil.

El Órgano de Administración podrá sustituir la publicación del anuncio por una comunicación escrita a cada uno de los socios, computándose el plazo de asunción de las nuevas participaciones desde el envío de la comunicación.

TÍTULO III. DE LAS PARTICIPACIONES SOCIALES

ARTÍCULO 7º. RÉGIMEN DE LAS PARTICIPACIONES SOCIALES

1. Transmisión inter vivos

En toda transmisión de participaciones por actos inter vivos, se observarán los siguientes requisitos:

1) Será libre cuando tenga lugar entre socios o a favor del cónyuge, ascendiente o descendiente del socio, o a favor de sociedades del mismo grupo.

2) En los demás casos, el socio que se propone transmitir sus participaciones o alguna de ellas, deberá comunicarlo por escrito, indicando su numeración, precio y comprador, con indicación de su domicilio, al Órgano de Administración de la Sociedad.

La transmisión quedará sometido al consentimiento de la Sociedad, expresado mendiante acuerdo adoptado en Junta General, de conformidad con lo dispuesto en la letra b) del artículo 29 de la Ley de Sociedades de Responsabilidad Limitada.

La Sociedad sólo podrá denegar el consentimiento para la transmisión cuando uno o varios socios adquieran las participaciones de conformidad con la letra c) del artículo 29 de la Ley, o la propia Sociedad para su amortización y reducción del capital social.

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La Junta General podrá deliberar y acordar sobre cualquier punto que se someta a su consideración, siempre que, teniendo en cuenta el asunto a decidir, esté válidamente constituida y sea de su competencia conforme a la Ley.

ARTÍCULO 14º. ADOPCIÓN DE ACUERDOS

Los acuerdos sociales se adoptarán por mayoría de los votos válidamente emitidos, siempre que representen al menos un tercio del capital social con derecho a voto, a excepción del acuerdo de la Junta General que decida sobre el ejercicio de la acción de responsabilidad, que requerirá la mayoría prevista legalmente.

Sin embargo, para que la Junta General pueda acordar válidamente el aumento o disminución del capital, la supresión del derecho de preferencia en los aumentos de capital, la exclusión de socios, la transformación, la fusión, la escisión, prórroga o disolución de la sociedad, la autorización a la que se refiere el apartado 1 del artículo 65 y, en general, cualquier modificación de los Estatutos Sociales, será necesario que voten en favor del acuerdo un número de socios que representen, al menos, las dos terceras partes del capital social con derecho de voto.

Se entenderá que la Junta General está válidamente constituida cuando esté presente un número de socios que, teniendo en cuenta el asunto a decidir, permita la adopción de acuerdos para las mayorías establecidas en cada caso.

ARTÍCULO 15º. ASISTENCIA A LAS JUNTAS GENERALES

Todos los socios tienen derecho a asistir a las Juntas Generales.

Los Administradores deberán asistir a las Juntas Generales.

Podrán también asistir los Directores, Gerentes, Apoderados, Técnicos y demás personas que, a juicio del Presidente de la Junta General deban estar presentes en la reunión por tener interés en la buena marcha de los asuntos sociales. El Presidente de la Junta podrá autorizar en principio la asistencia de cualquier otra persona que juzgue conveniente. Pero la Junta General podrá revocar esta última autorización.

Todo socio que tenga derecho de asistir podrá hacerse representar en la Junta General por medio de otra persona, aunque ésta no sea socio, en la forma y con los requisitos establecidos en la Ley de Sociedades de Responsabilidad Limitada.

ARTÍCULO 16º. JUNTA UNIVERSAL

La Junta General quedará previamente constituida para tratar cualquier asunto, sin necesidad de previa convocatoria, siempre que esté presente o representada la totalidad del capital social y los concurrentes acepten por unanimidad la celebración de la reunión y el orden del día de la misma.

La Junta Universal podrá reunirse en cualquier lugar del territorio nacional o del extranjero.

ARTÍCULO 17º. DE LA CELEBRACION DE LA JUNTA GENERAL

Las Juntas Generales se celebrarán en la localidad donde la Sociedad tiene su domicilio, salvo las Universales, que se celebrarán donde se encuentren reunidos los socios que representen la totalidad del capital social.

La Junta General será presidida por el presidente del Consejo de Administración o, en su defecto, o, en su ausencia, el socio que elijan en cada caso por mayoría los socios asistentes a la reunión, presidirá la Junta General.

Actuará como Secretario de la Junta General, quién lo sea del Consejo de Administración, o en su ausencia, el socio que elijan, en cada caso, los socios asistentes a la reunión.

Corresponde al Presidente de la Junta General dirigir las deliberaciones, conceder el uso de la palabra y determinar el tiempo de duración de las sucesivas intervenciones.

ARTÍCULO 18º. DE LAS ACTAS Y CERTIFICACIONES DE LAS REUNIONES DE LA JUNTA GENERAL

De cada sesión de la Junta General se extenderá en el Libro llevado al efecto, Acta de lo ocurrido en ella, así como de los acuerdos tomados, que será firmada por el Presidente y el Secretario. El acta podrá ser aprobada por la propia Junta General o, en su defecto, dentro del plazo de quince días por el Presidente y dos socios Interventores, uno en representación de la mayoría y otro por la minoría.

Los acuerdos de las Juntas Generales podrán acreditarse donde fuere preciso, por medio de certificación.

La formalización en documento público de los acuerdos sociales de la Junta corresponde a las personas que tengan facultad para ello según la legislación.

CAPITULO 2º. DEL ÓRGANO DE ADMINISTRACIÓN Y REPRESENTACIÓN

ARTÍCULO 19º. DEL ÓRGANO DE ADMINISTRACIÓN

La Sociedad será administrada y estará representada por un Consejo de Administración, formado por un mínimo de tres y un máximo de doce miembros, cuyo ámbito de representación se extenderá a todos los actos compatibles con el objeto social. La designación de las personas que hayan de ocupar los cargos de consejero, que no necesitarán ser socios, corresponderá a la Junta General. El nombramiento y la separación de los miembros del Consejo de Administración surtirá efecto desde el momento de su aceptación.

No podrán ser administradores las personas que la Ley 12/1995, de 11 de mayo, o cualquier otra disposición legal declare incompatibles.

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ARTICULO 20º.- PLAZO

La duración del cargo será de cinco años, pudiendo ser reelegidos una o más veces por períodos de igual duración.

ARTICULO 21º.- REMUNERACIÓN DEL ADMINISTRADOR ÚNICO

El cargo de miembro del Consejo de Administrador será gratuito.

TÍTULO V

DEL BALANCE Y REPARTO DE BENEFICIOS

ARTÍCULO 22º. El ejercicio social comenzará el 1 de enero y terminará el 31 de diciembre de cada año natural.

Por excepción, el primer ejercicio se iniciará el día de la firma de la escritura de constitución y concluirá el día 31 de diciembre del mismo año.

ARTÍCULO 23º. El Órgano de Administración, en los términos previstos en la Ley de Sociedades de Responsabilidad Limitada y demás legislación mercantil aplicable, confeccionará las cuentas anuales, el informe de gestión y la propuesta de aplicación del resultado, así como, en su caso, las cuentas y el informe de gestión consolidados.

ARTÍCULO 24º. Cualquier socio tiene derecho a examinar, dentro de los quince días anteriores a la Junta General que vaya a decidir sobre las cuentas anuales, empleando, para ello el tiempo que considere oportuno, por sí o por persona perita, los documentos que han de ser sometidos a la aprobación de la misma, así como el Informe de Gestión y, en su caso, el Informe de los Auditores de Cuentas.

ARTÍCULO 25º. Los beneficios de la Sociedad se distribuirán de la siguiente forma, de acuerdo siempre con el balance aprobado:

a) La cantidad necesaria para cubrir las atenciones previstas por la Ley o los Estatutos.

b) El resto quedará a la libre disposición de la Junta General, que acordará sobre su destino. El acuerdo de distribución de dividendos se ajustará en todo caso a los requisitos exigidos por la Ley, y determinará el momento y la forma de pago.

TÍTULO VI

DISOLUCIÓN Y LIQUIDACIÓN

ARTÍCULO 26º. DISOLUCIÓN

La Sociedad se disolverá por las causas establecidas en la Ley de Sociedades de Responsabilidad Limitada. La Junta General, reunida con los requisitos legales, podrá en cualquier momento acordar la disolución y liquidación de la Sociedad.

ARTÍCULO 27º. NORMAS DE LIQUIDACIÓN

En la liquidación de la Sociedad se observarán las normas establecidas en la Ley y las que complementando éstas, pero sin contradecirlas, haya acordado, en su caso, la Junta General que hubiere adoptado el acuerdo de disolución de la Sociedad.

Hay una firmas Ilegible, Rubricada.-

Cuando los socios o la Sociedad, ejerciten el derecho de adquisición preferente antes establecido, el precio de adquisición, en defecto de acuerdo entre las partes, será su valor real fijado por el Auditor de Cuentas de la Sociedad, y si ésta no estuviera obligada a la verificación de las cuentas anuales, por un auditor nombrado por el Registrador Mercantil del domicilio social, a solicitud de cualquiera de los interesados.

En cuanto no se oponga a lo anteriormente establecido, será de aplicación lo dispuesto en el artículo 29 de la Ley.

Autorizado el socio para la transmisión, deberá llevarla a efecto, con las mismas condiciones comunicadas a la Sociedad, en el plazo de tres meses desde que se le comunique la autorización; si no transmite en este plazo, deberá solicitar nueva autorización.

2. Transmisión forzosa

El régimen de la transmisión forzosa se regulará de acuerdo con lo dispuesto en el artículo 31 de la Ley de Sociedades de Responsabilidad Limitada, estableciéndose, tanto en favor de los socios, como en favor de la Sociedad, el derecho de adquisición preferente a que se refiere el apartado 3 del referido artículo.

3. Transmisión mortis causa

La adquisición de alguna participación social por sucesión hereditaria confiere al heredero la cualidad de socio, con todos sus derechos y obligaciones.

No obstante, y salvo que la adquisición fuera realizada por el cónyuge, los descendientes o los ascendientes, los socios sobrevivientes tendrán un derecho de adquisición de las participaciones del socio fallecido, apreciadas en el valor real que tuvieran el día del fallecimiento del socio, cuyo precio se pagará al contado. La valoración se regirá por lo dispuesto en el artículo 100 de la Ley de Sociedades de Responsabilidad Limitada y el derecho de adquisición deberá ejercitarse en el plazo máximo de tres meses a contar desde la comunicación a la sociedad de la adquisición hereditaria.

La adquisición de alguna participación social por sucesión hereditaria a favor del cónyuge, ascendiente o descendiente confiere al heredero o legatario la condición de socio, si bien en todo caso éstos deberán comunicar a la sociedad dicha adquisición.

ARTÍCULO 8º. COMUNICACIONES Y LIBRO DE SOCIOS

La Sociedad llevará un Libro Registro de Socios, en el que se inscribirán sus circunstancias personales, las participaciones sociales que cada uno de ellos posea y las variaciones que se produzcan. Cualquier socio podrá consultar este Libro Registro, que estará bajo el cuidado y responsabilidad del Órgano de Administración. El socio tiene derecho a obtener una certificación de sus participaciones, derechos o gravámenes que figuren en el Libro Registro a su nombre.

Los datos personales de los socios podrán modificarse a su instancia, no surtiendo efectos frente a la Sociedad, entre tanto no queden reflejados en dicho Libro.

TÍTULO IV

RÉGIMEN Y ADMINISTRACIÓN DE LA SOCIEDAD

ARTÍCULO 9º. ÓRGANOS DE LA SOCIEDAD

Son órganos de la Sociedad, la Junta General de Socios, como supremo órgano deliberante en que se manifiesta la voluntad social por decisión de la mayoría en los asuntos de su competencia y un Consejo de Administración al que corresponden la gestión, administración y representación de la Sociedad con las facultades que le atribuyen la Ley y los presentes Estatutos.

CAPÍTULO PRIMERO: DE LA JUNTA GENERAL

ARTÍCULO 10º. La Junta General es el órgano soberano de la Sociedad, y obliga con sus acuerdos válidamente adoptados a la totalidad de los socios, incluso a los ausentes, a los que se abstuvieren de votar y a los disidentes.

ARTÍCULO 11º. CONVOCATORIA

La Junta General habrá de ser convocada por el Órgano de Administración. Entre la convocatoria de la Junta General y la fecha prevista para la celebración de la misma deberá existir un plazo de, al menos, quince días. La convocatoria se realizará por escrito duplicado, del que se devolverá un ejemplar firmado por el socio convocado. Si éste se negare a firmar el duplicado, respecto de él, se enviará la convocatoria por conducto notarial.

En la convocatoria se hará constar el nombre de la Sociedad, el lugar, día y hora en que se celebrará la Junta y el "orden del día".

ARTÍCULO 12º. El Órgano de Administración convocará la Junta cuando estime conveniente y, necesariamente, cuando lo solicite un número de socios que represente, por lo menos, un 5% del capital social. En este caso, la Junta deberá ser convocada para celebrarse dentro del mes siguiente a la fecha en que se hubiere requerido notarialmente al Órgano de Administración para la convocatoria.

Si la convocatoria no se hace en la forma dispuesta en el párrafo anterior, los socios podrán acudir al Juez de Primera Instancia del domicilio de la Sociedad para que éste haga la convocatoria y designe al Presidente y al Secretario de la Junta que se celebre.

ARTÍCULO 13º. La Junta General deberá reunirse, al menos una vez, dentro de los seis primeros meses de cada ejercicio para censurar la gestión social, aprobar, en su caso, las cuentas del ejercicio anterior y resolver sobre la aplicación del resultado.

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CAIXA CATALUNYA

Plaza Antonio Maura, 5 · 08003 Barcelona · Teléfono 93 484 5000 · Fax 93 484 5141 · http://www.caixacat.es

Don JOSE FERNANDO HURTADO DE MENDOZA GARCIA, Delegado de la Oficina 0756 - de la CAIXA D'ESTALVIS DE CATALUNYA,

CERTIFICA:

A efectos de lo que dispone el artículo 19.2 de la Ley de Sociedades Limitadas y el artículo 189.1 del Reglamento del Registro Mercantil, que en esta oficina, y en la cuenta número 2013 0756 01 0200387310 a nombre de OHL CONCESIONES S.L., en constitución, se ha ingresado el importe de 3.006,00 Euros en fecha 27-11-00, en concepto de aportación de capital.

NOMBRE	NIF	IMPORTE
OBRASCON HUARTE LAIN SA	A48010573	3.006,00 Euros

Y para que así conste, a petición de la parte interesada, expido el presente certificado en MADRID, con fecha 27 de Noviembre de 2000.

Mod. 416-4 Ed. 002

CAIXA D'ESTALVIS DE CATALUNYA.- Registro Mercantil de Barcelona, hoja B 47.741, folio 1, tomo 23.120, inscripción 1ª.- CIF G08189815

ES PRIMERA COPIA EXACTA de su original, que bajo el

número indicado, obra en mi protocolo general, donde queda anotado. Y a instancia de OHL, CONCESIONES, S.L. la expido en diez folios de papel notarial números 302240894, 302240895, 302240896, 302240897, 302240898, 302240899, 302240900, 302240901, 302240902 y el presente, en Madrid, a veintiocho de Noviembre de dos mil, llevando añadido un folio de papel notarial número 302240904. Doy fe.

FE PÚBLICA NOTARIAL

CONSEJO GENERAL DEL NOTARIADO ESPAÑOL

NOTARIADO EUROPA

NOTARIA DE MADRID

JCC

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FOLIO INCORPORADO A LA COPIA DE LA ESCRITURA AUTORIZADA POR LA NOTARIA DE MADRID DOÑA PILAR LÓPEZ-CONTRERAS CONDE Nº 2820 DE FECHA 27-11-00 PARA CONSIGNACIÓN DE NOTAS

REGISTRO MERCANTIL DE MADRID

P.º de la Castellana, 44 - 28046 MADRID

DOCUMENTO PRESENTADO	2.001/02 1.556
DIARIO	1.049
ASIENTO	836

EL REGISTRADOR MERCANTIL que suscribe previo examen y calificación del documento precedente de conformidad con los artículos 18-2 del Código de Comercio y 6 del Reglamento del Registro Mercantil, ha resuelto no practicar la inscripción solicitada por haber observado el/los siguiente/s defecto/s que impiden su práctica:

DEFECTOS

1.- HAN DE ACOMPAÑARSE LAS ACEPTACIONES DE LOS CONSEJEROS NOMBRADOS (ARTS. 175.1.5 Y 141 R.R.M.).
2.- ART. 19 ESTATUTOS: NO CONSTA LA REGULACION ESTATUTARIA QUE EN CASO DE CONSEJO DE ADMINISTRACION, PREVE EL ART. 185.5 R.R.M.

N.I.F.- E-81458556

En el plazo de 2 meses a contar de esta fecha se puede interponer recurso Gubernativo de acuerdo con los artículos 66 y siguientes del Reglamento del Registro Mercantil.

Madrid, 6 de FEBRERO de 2001

EL REGISTRADOR,

REGISTRO MERCANTIL DE MADRID

P.º de la Castellana, 44 - 28046 MADRID

DOCUMENTO PRESENTADO	2.001/02 1.556
DIARIO	1.049
ASIENTO	836

EL REGISTRADOR MERCANTIL que suscribe previo examen y calificación del documento precedente de conformidad con los artículos 18-2 del Código de Comercio y 6 del Reglamento del Registro Mercantil, ha resuelto no practicar la inscripción solicitada por haber observado el/los siguiente/s defecto/s que impiden su práctica:

DEFECTOS

PRESENTADO DE NUEVO EL DOCUMENTO PRECEDENTE AL QUE SE ACOMPAÑAN ESCRITURAS AUTORIZADAS ANTE LA MISMA NOTARIO EL 7-FEBRERO-2001, NUMERO 277 DE PROTOCOLO, Y EL 9-MARZO-2001, NUMERO 614 DE PROTOCOLO, SE SUSPENDE DE NUEVO LA INSCRIPCION POR ADOLECER DE LOS SIGUIENTES DEFECTOS SUBSANABLES:

1.- EN CUANTO A LA NUEVA REDACCION DADA AL ARTICULO 19 DE LOS ESTATUTOS:

A) EN SU NUMERO 2 SE REGULA EL NOMBRAMIENTO DE CONSEJEROS POR COOPTACION LO CUAL ESTA EXPRESAMENTE PROHIBIDO POR EL ART. 191 R.R.M., Y.

B) SIGUEN SIN REGULARSE ESTATUTARIAMENTE LAS REGLAS DE CONVOCATORIA (ART. 57 L.S.R.L. Y ART. 185 R.R.M.).

2.- EN CUANTO A LA NUEVA REDACCION DADA AL ART. 21 DE LOS ESTATUTOS, RELATIVA A LA RETRIBUCION DE LOS CONSEJEROS ES CONTRARIA AL ART. 66 DE LA L.S.R.L. NO DETERMINANDO EL SISTEMA DE RETRIBUCION.

N.I.F.- E-81458556

En el plazo de 2 meses a contar de esta fecha se puede interponer recurso Gubernativo de acuerdo con los Artículos 66 y siguientes del Reglamento del Registro Mercantil.

Madrid, 29 de MARZO de 2001

EL REGISTRADOR

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

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12/2007

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10/2002

REGISTRO MERCANTIL DE MADRID

P.º de la Castellana, 44 - 28046 MADRID

DOCUMENTO PRESENTADO	2.001/05 2.049
DIARIO	1.078
ASIENTO	32

EL REGISTRADOR MERCANTIL que suscribe previo examen y calificación del documento precedente de conformidad con los artículos 18-2 del Código de Comercio y 6 del Reglamento del Registro Mercantil, ha resuelto proceder a su inscripción en el:

TOMO : 16.507 LIBRO : 0 FOLIO : 138
SECCION: 8 HOJA : M-281066
INSCRIPCION : 1

OBSERVACIONES E INCIDENCIAS

NO SE INSCRIBE ART. 21 POR NO AJUSTARSE A LAS RESOLUCIONES D.G.R. y N. 18 Y 20-FEBRERO-1001.

Se inscribe en union de:

01.- Escritura otorgada ante el Notario LOPEZ CONTRERAS CONDE PILAR con fecha 7 de FEBRERO de 2001, Numero 277 de su protocolo de MADRID

02.- Escritura otorgada ante el Notario LOPEZ CONTRERAS CONDE PILAR con fecha 5 de ABRIL de 2001, Numero 1.002 de su protocolo de MADRID

N.I.F.- E-81458556

En el plazo de 2 meses a contar de esta fecha se puede interponer recurso Gubernativo de acuerdo con los Artículos 66 y siguientes del Reglamento del Registro Mercantil.

Madrid, 21 de MAYO de 2001

EL REGISTRADOR,

Base: DECLARADA.
Hnos s/m: SETENTA Y CINCO MIL CUATROCIENTAS SESENTA
453,54 Euros. Aplicada la Reduccion de los R. /2000.

INSCRITA EN EL CENSO DE ENTIDADES JURIDICAS DEL MINISTERIO DE HACIENDA CON EL C. I. B82871369

LO RELACIONADO ES CIERTO y lo transcrito concuerda bien y fielmente con el original exhibido. Y a instancia de **"OHL CONCESIONES, S.L."**, expido el presente **TESTIMONIO LITERAL, Yo, JAIME RECARTE CASANOVA, Notario de esta Capital y de su Ilustre Colegio,** que queda extendido en DOCE folios de papel timbrado del Estado para documentos notariales, serie 4S, números 4915028 los DIEZ siguientes en orden correlativo descendente, y el del presente que firmo, signo, rubrico y sello en Madrid, a 10 de febrero de 2003. **DOY FE.-**

0,15 € SELLO DE LEGITIMACIONES Y LEGALIZACIONES

COLEGIO NOTARIALES

NIHIL PRIUS FIDE

FE PÚBLICA NOTARIAL

CONSEJO GENERAL DEL NOTARIADO ESPAÑOL

NOTARIADO EUROPA

0043274991

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

8Z0464777

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12/2007

El presente folio es el agregado al documento en el que figura la firma de D. /Dª Jaime Recarte Casanova de fecha 10 febrero 2003

Apostilla (o legalización única)
(Convención de La Haya de 5 octubre 1961)
(Real Decreto 2433/1978, de 2 de octubre)

1. País: España
2. El presente documento público
3. Ha sido firmado por D. Jaime Recarte Casanova
4. Actuando en calidad de NOTARIO
5. Se halla sellado/timbrado con el de su Notaría

CERTIFICADO

6. En Madrid 9. 10 febrero 2003
7. Por el Decano del Colegio Notarial de Madrid
8. Con el número 4333
9. Sello/timbre: 10. Firma:

D. Pablo Durán de la Colina
Miembro de la Junta Directiva en Funciones de Decano

0,15 € SELLO DE LEGITIMACIONES Y LEGALIZACIONES

A0664995

NI0649986

LO RELACIONADO ES CIERTO y lo transcrito concuerda bien y fielmente con el original exhibido y a instancia de **"OHL, CONCESIONES, S.L." Unipersonal** expido el presente **TESTIMONIO LITERAL,** yo, **JAIME RECARTE CASANOVA, Notario de esta Capital y de su Ilustre Colegio,** que queda extendido en **TRECE** folios de papel timbrado del Estado para documentos notariales, serie **8Q,** números **2587612,** los **ONCE** siguientes en orden correlativo, ascendente, y el del presente que firmo, signo, rubrico y sello en Madrid, a 31 de marzo de 2008. **DOY FE.-**

0,15 € SELLO DE LEGITIMACIONES Y LEGALIZACIONES

FE PÚBLICA NOTARIAL

CONSEJO GENERAL DEL NOTARIADO ESPAÑOL · NOTARIADO EUROPA · NIHIL PRIUS FIDE

0120626511

TIMBRE DEL ESTADO

NOTARIA DE JAIME RECARTE CASANOVA · MADRID ·

0,15 €

LO RELACIONADO ES CIERTO y lo trascrito concuerda bien y fielmente con el original exhibido y a instancia de **"OHL CONCESIONES, S.L."**, expido el presente **TESTIMONIO LITERAL DE TESTIMONIO,** yo, **JAIME RECARTE CASANOVA, Notario de esta Capital y de su Ilustre Colegio,** que queda extendido en **CATORCE** folios de papel timbrado del Estado para documentos notariales, serie **8Z,** números **0464765,** los **DOCE** siguientes en orden correlativo ascendente, y el del presente que firmo, signo, rubrico y sello en Madrid, a 17 de octubre de 2008. **DOY FE.-**

0,15 € SELLO DE LEGITIMACIONES Y LEGALIZACIONES

COLEGIO NOTARIAL

NIHIL PRIUS FIDE

A190927099

NOTARIA DE JAIME RECARTE CASANOVA · MADRID ·

CONSEJO GENERAL · NOTARIADO ESPAÑOL · NOTARIADO EUROPA · NIHIL PRIUS FIDE · FE PÚBLICA NOTARIAL

0133755467

Apostille (o legalización única)
(Convention de La Haye du 5 octobre 1961)
(Real Decreto 2433/1978, de 2 de octubre)

1. País: *España*

El presente documento público

2. Ha sido firmado por D. Jaime Recarte Casanova

3. Actuando en calidad de *NOTARIO*

4. Se halla sellado/timbrado con *el de su Notaría*

CERTIFICADO

5. En Madrid 6. El 17 OCT. 2008

7. Por el Decano del Colegio Notarial de Madrid

8. Con el número 74507

9. Sello/timbre: 10. Firma:

Doña Almudena Zamora Ipas
Miembro de la Junta Directiva en funciones de Decano

0042093905

[Pages numbered on reverse side 4184919 through 4184948, both inclusive; final page numbered 4195471 on reverse side]

I, THE UNDERSIGNED COMPANIES REGISTRAR OF MADRID

HEREBY CERTIFY: That at the express request of BELÉN DEL ÁGUILA DE LA PUENTE, requesting certification on the company "**OHL CONCESIONES, S.L.**" with regard to its Articles of Association and any modifications thereto subsequent to their enactment, I have examined the Archives of this Register in my charge from which the following results:

ONE: That what follows is a faithful and exact photocopy of inscriptions 1, 5, 6, 7, 9, 10, 11, 11bis, 15, 16, 17, 19, 26, 27 and the LAST ENTRY open in this Register with regard to the company known as "**CLARKE MODET Y COMPAÑIA, S.L.**" on page M-281066 in folio 138 et seq. of volume 16507, section 8.

JAVIER GONZÁLEZ LÓPEZ
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COMMERCIAL REGISTER OF			
VOLUME 16507	8	BOOK 0	PAGE M-281066

SIDE NOTES	NO. ORDER OF RECORDING
REQUIRED INFORMATION SENT TO CENTRAL COMPANIES REGISTER. MADRID, 22 MAY 01 *[handwritten]*.	
NOTIFIED ARTICLE 21 OF THE ARTICLES OF ASSOCIATION AS RECORDED IN INSCRIPTION 7. MADRID, 19 FEBRUARY 2003. *[illegible signature]*	
BOARD MEMBER JUAN MIGUEL FOULQUIE USAN RESIGNED by inscription 10, folio 147. Madrid, 19 November 2004. *[illegible signature]*	
JULIAN NUÑEZ OLIAS RESIGNED HIS POST AS BOARD MEMBER AS RECORDED IN INSCRIPTION 14, IN FOLIO 141 OF VOLUME 21,604 - MADRID, 21 FEBRUARY 2006.- *[illegible signature]*	
CHIEF EXECUTIVE OFFICER JUAN VILLAR NIR DE FUENTES RESIGNED in inscription 15, folio 141 of volume 21,604. Madrid, 6 September 2006. *[illegible signature]*	
REGISTERED ADDRESS CHANGED IN INSCRIPTION 26, FOLIO 149, VOLUME 21604. MADRID, 9 MAY 2008. *[illegible signature]*	

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"OHL CONCESIONES SL".- Spani Fiscal Identification Code (CIF) B82871369, with a r stered address at CALLE GOBELAS, 3 7, in MADRID, begins operations on 27 NOVEMBER 200 and is governed by the following ARTICLES OF ASSOCIATION:

ARTICLES OF ASSOCIATION OF THE PUBLIC LIMITED LIABILITY COMPANY "OHL CONCESIONES, S.L."

TITLE I. NAME, PURPOSE, DURATION AND ADDRESS

ARTICLE 1. NAME

A public limited liability company is hereby created under the name "OHL CONCESIONES, S.L." and shall be governed by these Articles of Association, and where not explicitly addressed, by the Public Limited Company Act, the Regulations of the Companies Register, and all other applicable legal provisions.

ARTICLE 2. DURATION OF THE COMPANY

The duration of the company shall be unlimited. The company began operations on the day its official deed of creation was signed.

ARTICLE 3. REGISTERED ADDRESS

The company shall have its registered address in Madrid, C/ Gobelas, 35-37, location of its effective administration and management.

The company may establish branch offices, agencies and/or subsidiaries, both in Spain and abroad, if so decided by the Administrative Body, which shall also possess the necessary authorization to move the registered address to the same city and close or move the branch offices, agencies and/or subsidiaries.

ARTICLE 4. PURPOSE OF THE COMPANY

The object of the company is the design, construction, execution, operation, management, administration, conservation and concession of all manner of infrastructure and construction projects, whereby it may participate in tenders, auctions and any other established procedure or future procedure envisaged under the law to obtain contracts for said projects.

In order to achieve its purpose, the company may carry out the aforementioned activities, either totally or partially and indirectly by ownership of shares or stock in companies with an identical or similar purpose.

TITLE II. SHARE CAPITAL AND SHARES

ARTICLE 5. SHARE CAPITAL

The company's share capital is set at THREE THOUSAND SIX EUROS (EUR 3,006), is fully subscribed and paid up, and is divided into THREE THOUSAND SIX (3,006) equal shares, accruable and indivisible, with a face value of ONE EURO (1) each, numbered in numerical order from one to three thousand six.

ARTICLE 6. RIGHT OF FIRST REFUSAL

In share capital increases involving the creation of new shares, each shareholder shall have the right to acquire a number of shares proportional to the face values of the shares that he she already possesses.

This right of first refusal must be exercised by the deadline set in the share capital increase agreement, but may not be less than one month following publication of the offer regarding the new shares in the official gazette of the Companies Register.

Instead of publishing the announcement, the Administrative Body may send written notification to each of the shareholders, in which case the period of acquisition of the new shares shall begin on the date the notification was sent.

TITLE III. ON THE SHARES

ARTICLE 7. SHARE MANAGEMENT SYSTEM

1. Transfer inter vivos

The following shall apply in all inter vivos share transfers:

1) They shall be unregulated when between shareholders or when transferred to shareholder's spouse, ascendant or descendants or to companies in the same group.

2) In all other cases, shareholders who would like to transfer all or part of their shares must inform the company's Administrative Body in writing, indicating the number, price, buyer and buyer's address.

The transfer shall be subject to authorization by the Company in the form of a decision by the shareholders in their General Meeting, in accordance with the provisions of letter b) of Article 29 of the Limited Liability Companies Act.

The company may only deny authorization for transfer when one or more shareholders acquire the shares in accordance with letter c) of Article 29 of the same Act or the shares are acquired by the company to amortize or reduce its share capital.

When the shareholders or company exercise their aforementioned right of first refusal, the acquisition price, except where otherwise agreed between the parties, shall be the real value of the shares set by the company's account auditor, and in the event that said auditor is not required to verify the annual accounts, by an auditor appointed by competent Companies Register upon request by the interested parties.

The provisions of Article 29 of the aforementioned Act shall apply in what does not directly contract the foregoing.

When the share transfer has been authorized, it must take place in the same conditions that were communicated to the company within three months of notification of the authorization. If the shares are not transferred by this time, authorization must be requested anew.

2. Obligatory transfer

Obligatory share transfers shall be governed by the provisions of Article 31 of the Limited Liability Companies Act, whereby the shareholders and the company shall have the right of first refusal set out in section three of the aforementioned article.

3. Transfer donatio mortis causa

The acquisition of a share or shares through inheritance confers upon the heir the status of shareholder, with all rights and obligations.

However, except when the shares were acquired by the spouse, the descendants or ascendants, the surviving shareholders shall have the right to acquire the shares of the deceased shareholder at their real value on the shareholder's date of death, which shall be paid in cash. The assessment shall be governed by the provisions of Article 100 of the Limited Liability Companies Act, and the right of acquisition must be exercised within three months, starting on the day that the company was informed of the acquisition through inheritance.

The acquisition of a share or shares through inheritance to a spouse, ascendant or descendant confers upon the heir the status of shareholder. That notwithstanding, the new shareholder(s) must communicate said acquisition to the company.

ARTICLE 8. COMMUNICATIONS AND SHAREHOLDER REGISTER

The company shall maintain a Shareholder Register documenting the shareholder's personal data, the shares held by each of the shareholders, and any variations thereto. Any shareholder may examine said Shareholder Register, which shall be kept by and maintained under the responsibility of the Administrative Body. Shareholders have the right to obtain certification of the shares, rights or encumbrances documented under their name in the Shareholder Register.

The personal data of the shareholders may be modified upon their request, with no effect from the company's perspective until they are reflected in the Register.

TITLE IV

COMPANY ADMINISTRATION

ARTICLE 9. CONSTITUENT BODIES OF THE COMPANY

The constituent bodies of the company consist of the shareholders gathered in their General Meeting, as the uppermost body manifesting the will of the company by a majority vote on the issues of its competence, and a Board of Directors, responsible for managing, administering and representing the company with the powers granted under the law and these Articles of Association.

CHAPTER ONE: GENERAL SHAREHOLDERS' MEETINGS

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ARTICLE 10. The shareholders, gathered in their General Meeting, represent the highest administrative body of the company, and their validly decisior be binding for all shareholders, including any who were not in attendance, any who refrained f ing, and dissidents.

ARTICLE 11. NOTIFICATION

The General Shareholders' Meeting will be called by the Administrative Body. A period of, at least, fifteen (15) days must transpire between the planned date for the meeting and the date of notification. The notification shall be sent in writing in two copies, one of which must be signed and returned by the shareholder. If a shareholder refuses to sign the copy, he or she will be sent the notification by notary.

The notification must include the name of the company, the location, date and time of the Meeting and the meeting agenda or "order of the day".

ARTICLE 12. The Administrative Body shall call a General Meeting when it sees fit, and obligatorily, when requested to do so by a number of shareholders representing, at least, 5% of the company's share capital. In this case, the General Meeting must be called and held within thirty days immediately following the date in which the Company Administrators were requested to do so by means of a notarized request.

If a meeting is not called as described in the foregoing paragraph, the shareholders may request the judge of first instance for the registered address of the company to call the meeting and designate its Chairman and Secretary.

ARTICLE 13. A General Shareholders' Meeting must be held at least once during the first six months of every fiscal year to evaluate corporate management, to approve, where applicable, the accounts of the prior fiscal year, and to determine how to distribute any profits.

The shareholders, gathered in their General Meeting, may discuss and decide on any issue brought forth for their consideration, provided that sufficient quorum is present for the issue to be resolved and that the issue legally falls under its competence.

ARTICLE 14. DECISIONS AND RESOLUTIONS

Decisions and resolutions shall be made by a majority of valid votes, if and when the votes represent at least one-third of the total company share capital with the right to vote, except for decisions regarding the exercise of liability action, which shall require the legally established quorum.

However, a favourable vote by a number of shareholders representing at least two thirds of the share capital shall be required for the shareholders to increase or decrease the share capital, invalidate the right of first refusal in share capital increases, exclude shareholders, merge, split, extend or dissolve the company, to grant the authorization described in Section 1 of Article 65, and in general, any other modification of the Articles of Association.

A valid quorum will be considered present when, given the issue at hand, there are enough shareholders present to allow decisions with the majority vote established for each individual case.

ARTICLE 15. ATTENDING THE GENERAL SHAREHOLDERS' MEETING

All shareholders shall have the right to attend the General Shareholders' Meetings.

The Company Administrators must attend the General Shareholders' Meetings.

The General Meetings may also be attended by managers, representatives, technicians and any other individuals, whom the Chairman feels should be present in the meeting on account of their interest in the proper function of the company business. The Chairman of the General Meeting may authorize the attendance of any other person he or she deems fit; however, the shareholders in the General Meeting may rescind said authorization.

All shareholders with the right to attend may be represented by another person, even if said person is not a shareholder, as set out in the Public Limited Liability Companies Act.

ARTICLE 16. FULL (UNIVERSAL) GENERAL MEETING

The shareholders may gather together in a General Meeting to address any issue, without prior notification, provided that all of the company's share capital is present or represented and that all those present unanimously agree to hold the meeting and accept the order of the day.

Such General Meetings may take place anywhere in Spain or abroad.

ARTICLE 17. REGARDING THE WORKINGS OF THE GENERAL MEETING

The General Shareholders' Meetings shall be held in the city of the company's registered address, except for Universal General Meetings, which may be held anywhere shareholders representing totality of the company's social capital may be.

The chairman of the Board of Directors shall preside over the General Meeting, or in his or her absence, a shareholder chosen by the majority of shareholders attending the meeting shall preside over the General Meeting.

The secretary of the Board of Directors shall serve as Secretary of the General Meeting, or in his or her absence, the shareholder selected, in each meeting, by those shareholders in atte

The Chairman of the General Meeting shall moderate the discussion, grant the righ peak, and set the duration of the succeeding comments.

ARTICLE 18. MINUTES AND MEETING CERTIFICATION

The minutes for and decisions made in every General Meeting shall be recorded in a Minute book and shall be signed by the Chairman and Secretary. The minutes may be approved by the shareholders in the Meeting, or in their default, by the Chairman and two participating shareholders, one representing the majority and the other the minority, within a period of fifteen (15) days.

The decisions by the shareholders in their General Meeting may be accredited whenever necessary by means of certification.

The notarization/formalization as a public instrument of the decisions of the shareholders in their General Meeting is the responsibility of those persons who are authorized to do so under the law.

CHAPTER 2: THE ADMINISTRATIVE BODY AND REPRESENTATION

ARTICLE 19. ADMINISTRATIVE BODY

The company shall be administrated and represented by a Board of Directors consisting of a minimum of three and a maximum of twelve members, whose scope of representation shall extend to all acts compatible with the purpose of the company. The shareholders shall designate the persons to serve as board members, who need not necessarily be shareholders, in their General Meeting. Appointments and the termination of members of the Board shall take affect from the moment they are accepted.

The persons invalidated by Law 12/1995, of 11 May, or any other legal disposition may not be company administrators.

The Board of Directors shall be governed by the following rules:

1. The Board shall appoint a Chairman and one or two Vice Chairmen from among its members for the time and the functions individual determined for each. It may also appoint a Secretary and a Vice Secretary, to carry out the Secretary's functions in the case of absence, from among its members. The Secretary and Vice Secretary need not be Board Members.

   The Board of Directors shall meet at least once per year to formulate the annual accounts, or at any other time when in the best interest of the company, at the company's registered address or in any other location. The Chairman, or his or her substitute, shall make notification of the meeting, either at his or her own accord or when asked to do so by any of the board members. Prior notification shall not be necessary when all board members are present and unanimously decide to hold a meeting. Notification shall be sent at least five (5) days prior to the date of the meeting and may be sent by any personal, written form of communication that guarantees receipt by the board members.

   Written votes with no session shall be considered valid if not opposed by any board member.

2. Decisions by the Board made in a duly called meeting shall be valid, if at least half plus one of the board members are present and/or represented in the meeting. Each board member may delegate his or her vote to another board member, but none of the members present may represent more than two absent parties. Favourable decisions shall be made by majority vote.

   The discussions and decisions of the Board shall be recorded in a Minute book. The minutes and any resulting certifications shall be authorized by the Chairman and the Secretary.

3. The Board may delegate all or some of its powers, permanently or provisionally, to one or more of its members in the role of Chief Executive Offer or Executive Committee, excepting those that may not legally be delegated.

   Permanently delegating powers to the Chief Executive Officer and appointing the administrators who will occupy the positions shall require a favourable vote by two thirds of the members of the Board and shall not take effect until registered in the Companies Register.

   Similarly, the Board may designate representatives and managers with the powers granted in each individual case.

ARTICLE 20. TERM

The term of the position shall be five (5) years, and members may be reelected one or more times for periods of equal duration.

TITLE V

BALANCE SHEET AND PROFIT DISTRIBUTION

ARTICLE 22. The fiscal year shall begin on 1 January and end on 31 December of each calendar year.

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VOLUME 16507 *[handwritten]*		BOOK	PAGE M-281066 *[handwritten]*
SIDE NOTES			NO. ORDER OF RECORDING

Exceptionally, the first fiscal year shall begin on the date that the company is founded and shall end on 31 December of the same year.

ARTICLE 23. The Administrative Body shall prepare the annual accounts, the performance report and the proposal regarding the distribution of profits as well as the consolidated accounts and performance report, where applicable, in the terms set forth in the Limited Liability Companies Act and all other applicable legislation.

ARTICLE 24. During the fifteen (15) days immediately prior to the General Shareholders' Meeting to decide on the annual accounts, all shareholders shall have the right to examine the documents subject to approval as well as the performance report and the report by the account auditors, as the case may be, for as long as he or she sees fit.

ARTICLE 25. The company's profits shall, in accordance with the approved balance sheet, be distributed as follows:

a) The amount necessary to cover the provisions set forth by the law and the Articles of Association.

b) The rest shall be freely distributed by the shareholders, who will decide its use in their General Meeting. In all instances, the decision regarding the distribution of dividends shall comply with the relevant legal requirements and shall determine the time and form of payment.

TITLE VI

DISSOLUTION AND LIQUIDATION

ARTICLE 26. DISSOLUTION

The company shall be dissolved for the causes set forth in the Limited Liability Companies Act. The shareholders, gathered in their General Meeting as per the legal requirements, may agree to dissolve and liquidate the company at any time.

ARTICLE 27. RULES FOR LIQUIDATION

The liquidation of the company shall be carried out according to the rules set forth under the law and, where applicable, any complementary, but not contradictory, provisions established by the shareholders at the moment when deciding to dissolve the company.

PRESENT WHEN GRANTING THE PUBLIC INSTRUMENT THAT GAVE WAY TO THIS RECORD ----------

MR. JOSÉ-LUIS GARCÍA-VILLALBA GONZÁLEZ, citizen of Spain, legally of age, married, Ph.D. in Civil Engineering, with an address for the purposes of this public instrument in Madrid, at C/ Gobelas, num. 35-37, and bearer of national identification document number 1.682.640-Y. ----------

WHEREBY HE ACTS:

In name and representation, as Vice President and Chief Executive Officer, of the Spanish public limited corporation "OBRASCON HUARTE LAIN, S.A.", with fiscal identification code (C.I.F.) A-48010573, with a registered address in Madrid at C/ Gobelas, num. 35-37, created for an unlimited amount of time under the name "SOCIEDAD GENERAL DE OBRAS Y CONSTRUCCIONES, S.A. (OBRASCON)" in a public instrument notarized before Mr. Francisco de Santiago y Marín, Notary Public of Bilbao, on 15 May 1911, number 288 of his protocol and recorded in the Companies Register of Bilbao in volume 38 of the Companies Book, folio 122, page num. 1,708, inscription 1; later adapting its Articles of Association to the current Public Liability Companies Act and changing its name to "SOCIEDAD GENERAL DE OBRAS Y CONSTRUCCIONES OBRASCON, S.A." in a public instrument notarized in Madrid before Mr. José-María Lucena Conde, Notary Public of Madrid, on 12 December 1990, number 2589 of his protocol, which was recorded in the Companies Register of Madrid in general volume 794 of the Companies Book, folio 40, page M-11,125, inscription 179; later partially modifying its Articles of Association and expanding its officially registered purpose in public instruments dated on 23 July 1997, protocol numbers 1,919 and 1,920, which lead to inscription numbers 236 and 235; once again modifying its Articles of Association and changing its name to "OBRASCON HUARTE, S.A." in a public instrument dated on 3 September 1998, protocol number 2,386, which lead to inscription 249 on folio 198; and changing its registered address to the aforementioned address in a public instrument dated on 23 October 1998, protocol number 2,899, which lead to inscription number 254 at the Companies Register, volume 2,483, folio 2, on the same page; later as "OBRASCON HUARTE, S.A." absorbing, by means of a resolution reached at the General Shareholders' Meeting held on 20 April 1999 and formalized in a public instrument notarized on 27 May 1999, protocol number 273, "CONSTRUCCIONES LAIN, S.A." and changing its name to the aforementioned name of "OBRASCON HUARTE LAIN, S.A.", which was recorded in volume 2,483 the Companies Register of Madrid, book 0, folio 33, section 8, page M-11125, inscription 277. ----------

The party appearing before me was appointed to his position for a term of five years by virtue of decisions by the shareholders, gathered in their General Shareholders' Meeting, and the Board of Directors in their meetings held on 20 April 1999, whereby he was granted all of the powers of the latter, excepting those which may not legally be delegated. These decisions were formalized in the aforementioned public instrument of merger by absorption notarized on 27 May 1999, and his position was ratified in a resolution by the Board of Directors on 9 June 1999, forma-

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ized in a public instrument notarized on 1 July 1999, protocol number 591, that was recorded in volume 2,483 the Companies Register of Madrid, book 0, folio 62, section 8, page M-11125, inscription 316. ----------

THREE. - SUBSCRIPTION AND PAY-UP. ----------

The share capital of THREE THOUSAND SIX (3,006) EUROS, represented by (3,006) SHARES, numbered from one to three thousand six (1 to 3,006), inclusive, with a face value of ONE (1) EURO each, is fully acquired by the single shareholder "OBRASCON HUARTE LAIN, S.A.". ----------

The founding company has paid up the full amount of the acquired shares by means of a cash deposit in the company's name into an account opened on the company's behalf at CAIXA DE CATALUNYA, branch office 0756. ----------

The parties provide proof of the deposit in the form of the corresponding certificate, attached here. ----------

FOUR. - ADMINISTRATIVE BODY. - The sole shareholder and founder hereby decides that the company shall be governed by a Board of Directors and appoints the following individuals as Board Members for a five-year term. The appointees shall accept their appointment in a separate instrument and shall state for the record that they do not exhibit any legal incompatibility or any of the prohibitions or incompatibilities set out, in the currently valid legislation, in particular Law 12/95, of 11 May, and Law 14/95, of 21 April, of the Autonomous Community of Madrid. ----------

-MR. JOSÉ-ANTONIO FERNÁNDEZ ELÉJAGA, married and bearer of National Identity Document (D.N.I.) number 14.670.451-Q. ----------

-MR. JUAN-MIGUEL FOULQUIE USAN, married and bearer of D.N.I./Fiscal ID Number (N.I.F.) 2.176.263-A. ----------

-MR. JOSÉ-LUIS GARCÍA-VILLALBA GONZÁLEZ, married and bearer of D.N.I./N.I.F. number 1.682.640-Y. ----------

-MR. TOMÁS GARCÍA MADRID, married and bearer of D.N.I./N.I.F. number 8.958.314-K. ----------

-MR. JAVIER LÓPEZ MADRID, married and bearer of D.N.I./N.I.F. number 811.651-G. ----------

-MR. VICTOR MORTE CASABÓ, married and bearer of D.N.I./N.I.F. number 72.636.892-V. ----------

-MR. JULIÁN NÚÑEZ OLÍAS, married and bearer of D.N.I./N.I.F. number 207.785-A. ----------

-MR. JUAN OSUNA GÓMEZ, married and bearer of D.N.I./N.I.F. number 2.526.571-K. ----------

-MR. JUAN VILLAR-MIR DE FUENTES, married and bearer of D.N.I./N.I.F. number 7210534-B. ----------

All of whom are legally of age, Spanish citizens, and have an address for the purposes of this public instrument in Madrid, C/ Gobelas, num. 35-37. ----------

FIVE. - PROHIBITIONS AND INCOMPATIBILITIES. - The party appearing before me states expressly that individuals exhibiting a relevant legal cause, especially those set out in the laws specified in clause FOUR, are prohibited from holding positions in the company. ----------

This is accompanied by nine documents dated on 28 November 2000, signed respectively by José Luis García Villalba González, Juan Villar-Mir de Fuentes, Javier López Madrid, Juan Osuna Gómez, Victor Morte Casabó, José Antonio Fernández Eléjaga, Tomás García Madrid, Juan M. Foulquie Usan and Julián Núñez Olías, the signatures of each of whom were duly legitimized by the authorizing notary public, whereby each of the aforementioned parties accepts his appointment as a Board Member of the Board of Directors of the company registered here and states that he does not exhibit any legal incompatibility for the position. These documents have been archived with this Register under file number 6681. This is also accompanied by a public instrument designating positions and granting powers, reproduced below, enacted by: MR. JOSÉ MARÍA DEL CUVILLO PEMÁN, legally of age, married, resident of Madrid, with an address for the purpose of this public instrument at C/ Gobelas, 35-37, bearer of D.N.I. number 31229245Y. WHEREBY HE ACTS: in name and representation, as Secretary of the Board of Directors, of the company registered here. He was appointed to this position in a resolution by the Board of Directors in the meeting held on 1 December 2000, as indicated in the attached certification, issued on 29 January 2001 by the Secretary of the Board of Directors, the same party appearing

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SIDE NOTES	NO. ORDER OF RECORDING
José Luis García Villalba González HAS RESIGNED from his post as Vice Chairman. *146* *11* *present doc.* *15 June 2004* *[handwritten] [initials]*	
CREATION APPOINTMENT DEC. OF SOLE PROPRIETORSHIP	1

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before me, with the approval of the Chairman, Juan Villar-Mir de Fuentes, whose signatures were duly legitimized by the authorizing notary public, which formalizes the unanimous resolutions from the same meeting, which was attended by all of the members of the board and whose minutes were approved unanimously. Said resolutions are as follows:

"FIRST.- INVESTITURE OF THE BOARD MEMBERS.

The members of the company Board of Directors were appointed to the position for a period of five years in the corporate charter of the company.

The Board Members, who accepted their appointments by means of a letter sent to the company, present in this meeting, formalize their acceptance, stating that they do not exhibit any manner of legal or statutory prohibition or incompatibility for the position, in particular those described in Law 12/1995, of 11 May, and Law 14/1995, of 21 May, of the Autonomous Community of Madrid.

In accordance with the foregoing, the Board of Directors hereby consists of the following members:

- Mr. Juan VILLAR-MIR DE FUENTES, citizen of Spain, legally of age, married, with N.I.F. 7.210.534-B, and an address for the purpose of this document in Madrid, at Paseo de la Castellana, num. 91, 9th floor.

- Mr. José Luis GARCÍA-VILLALBA GONZÁLEZ, citizen of Spain, legally of age, married, with N.I.F. 1.682.640-Y, and an address for the purpose of this document in Madrid, at C/ Gobelas, num. 35-37.

- Mr. Julian NÚÑEZ OLÍAS, citizen of Spain, legally of age, married, with N.I.F. 207.785-A, and an address for the purpose of this document in Madrid, at C/ Gobelas, num. 35-37.

- Mr. José Antonio FERNÁNDEZ ELÉJAGA, citizen of Spain, legally of age, married, with N.I.F. 14.670.451-Q, and an address for the purpose of this document in Madrid, at C/ Gobelas, num. 35-37.

- Mr. Juan-Miguel FOULQUIE USAN, citizen of Spain, legally of age, married, with N.I.F. 2.176.263-A, and an address for the purpose of this document in Madrid, at C/ Gobelas, num 35-37.

- Mr. Tomás GARCÍA MADRID, citizen of Spain, legally of age, married, with N.I.F. 8.958.314-K, and an address for the purpose of this document in Madrid, at Paseo de la Castellana, num. 91, 9th floor.

- Mr. Javier LÓPEZ MADRID, citizen of Spain, legally of age, married, with N.I.F. 811.651-G, and an address for the purpose of this document in Madrid, at Paseo de la Castellana, num. 86, 7th floor.

- Mr. Victor MORTE CASABÓ, citizen of Spain, legally of age, married, with N.I.F. 72.636.892-V, and an address for the purpose of this document in Madrid, at C/ Gobelas, num. 35-37.

- Mr. Juan OSUNA GÓMEZ, citizen of Spain, legally of age, married, with N.I.F. 2.526.571-K, and an address for the purpose of this document in Madrid, at C/ Arturo Soria, num 336."

"SECOND.- DESIGNATION OF POSITIONS IN THE BOARD OF DIRECTORS AND DELEGATION OF POWERS.

By unanimous decision, Mr. Juan Villar-Mir de Fuentes is hereby appointed Chairman of the Board of Directors and Mr. Jose Luis García-Villalba González and Mr. Julián Núñez Olías, First and Second Vice Chairman, respectively. Each accepts his designation and undertakes to carry out his task well and faithfully.

The Board also unanimously appoints Mr. José María del Cuvillo Pemán, non-Board Member, legally of age, with an address for these purposes in Madrid at C/ Gobelas, num. 35-37, and bearer of N.I.F. 31.229.245-Y.

Mr. José María del Cuvillo Pemán, present in this meeting, accepts the position and states that he does not exhibit any manner of legal incompatibility for the position, in particular those described in Law 12/1995, of 11 May, and Law 14/1995, of 21 April, of the Autonomous Community of Madrid.

Finally, the Board unanimously agrees to permanently delegate all of the powers of the Board to Mr. Juan Villar-Mir de Fuentes, who expressly accepts said delegation of powers.

After the abovementioned appointments and delegations, the Board of Directors is as follows:

CHAIRMAN AND CHIEF EXECUTIVE OFFICER:

Mr. Juan Villar-Mir de Fuentes

FIRST VICE CHAIRMAN:

Mr. José Luis García-Villalba González

SECOND VICE CHAIRMAN:

Mr. Julián Núñez Olías

BOARD MEMBERS:

Mr. José Antonio Fernández Eléjaga
Mr. Juan-Miguel Foulquié Usán
Mr. Tomás García Madrid
Mr. Javier López Madrid
Mr. Victor Morte Casabó
Mr. Juan Osuna Gómez

NON-MEMBER SECRETARY:

Mr. José María del Cuvillo Pemán"

According to certification number 2000/208346 from the Central Companies Register, the official name of this company is not registered. This is accompanied by a public instrument partially modifying the company's Articles of Association, reproduced below, submitted to this Register on 19 April 2001, under number 6392, according to submission record number 133 of Daily Ledger 1073, enacted by MR. JOSE MARIA DEL CUVILLO PEMAN, in name and representation of the company registered here as Secretary of the company Board of Directors and as Vice Secretary of the Board of Directors of "OBRASCON HUARTE LAIN, S.A." And to that end, HE STATES: The sole shareholder of the company, "OBRASCON HUARTE LAIN, S.A.", decided on 2 April 2001 to modify Articles 19 and 21 of the Articles of Association as specified in the attached decision record, issued on 26 February 2001 by the Vice Secretary, Mr. José María del Cuvillo Pemán, with the approval of the Vice Chairman of the Board of Directors of the sole shareholder, Mr. José Luis García Villalba González, whose signatures have been duly legitimized. As a result, Article 19 is hereby modified and Article 21 removed, as will be stated below, from the Articles of Association, whereby Article 19 is duly written in the terms set out in relevant document. AS SUCH, I HEREBY RECORD THE CREATION OF THE SOLE

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PROPRIETORSHIP "OHL CONCESIONES, S.L." AS WELL AS THE FULL SUBSCRIPTION AND PAYMENT OF THE SHARE CAPITAL, THE APPOINTMENT OF THE BOARD OF DIRECTORS, THE DELEGATION OF POWERS AND ACCEPTANCE OF POSITIONS. ARTICLE 21 IS NOT RECORDED, AS IT DOES NOT COMPLY WITH D.G.R. RESOLUTIONS 18 AND 20 FEBRUARY 1991. THIS WAS taken from the first copy of the corporate charter, authorized by LOPEZ CONTRERAS CONDE PILAR, Notary Public of MADRID, on 27 NOVEMBER 2000, number 2820 of her protocol; another authorized by LOPEZ CONTRERAS CONDE PILAR, Notary Public of MADRID, on 7 FEBRUARY 2001, number 277 of her protocol; another authorized by LOPEZ CONTRERAS CONDE PILAR, Notary Public of MADRID, on 5 APRIL 2001, number 1002 of her protocol; all submitted to this Register on 9 MAY 2001 under number 2049 according to submission record 32 of Daily Ledger 1078. WITHDRAWN WITHOUT ASSIGNMENT on 17 MAY 2001. REENTRY FOR ASSIGNMENT on 21 MAY 2001. Madrid, the twenty-first of May, two thousand and one.
Fees according to bill and D.B.
[illegible signature]

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SIDE NOTES

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SHARE CAPITAL INCREASE. REQUIRED INFORMATION SENT TO CENTRAL COMP. REGISTER. MADRID, 15 *[handwritten]* APRIL 2002.-

[initials]

'OHL CONCESIONES, S.L."'.- Mr. JOSE MARIA DEL CUVILLO PEMAN, acting as in name and representation of the company on this sheet as the Secretary of its Board of Directors, with the required authorization to carry out the specifications of the decisions made by the Sole Shareholder on the date indicated below in the attached certification, AND MR. JUAN MIGUEL FOULQUIE USAN, acting as Chief Executive Officer on behalf of "OHL CONCESIONES, S.L.", which is the Sole Shareholder of this company. Both enacted the public instrument that gives rise to this entry, which formalizes the following:

According to the company's record of minutes, on 28 September 2001, the Sole Shareholder of the company, OBRASCON HUARTE LAIN, S.A., made the following decisions, transcribed word for world below, at the company's registered address in Madrid: ----------

"In accordance with the proposal and report issued by the Board of Directors of OHL Concesiones, S.L., we hereby resolve to increase the share capital of OHL Concesiones, S.L., by twenty-three million, one hundred and twenty-eight thousand, five hundred and twenty-eight (23,128,528) euros through the issue of 23,128,528 new shares with a face value of one (1) euro each. The shares shall all be equal, accruable and indivisible; may not be incorporated into negotiable securities; shall offer the same rights as the existing shares; and shall be numbered in numerical order from 3007 to 23,131,534, both inclusive. ----------

The new shares shall be issued at their face value plus a share premium of 2.03030314578 euros per share, yielding a total share premium of 46,957,923.1557 euros. ----------

The equivalent value of the shares issued in the share capital increase shall be constituted from the following non-financial contributions: ----------

One million, seven hundred and ten thousand, two hundred and fifty-nine shares of the company **TACEL INVERSIONES, S.A.**, fully subscribed and paid-up, numbers 8,567,742 to 10,278,000, both inclusive, with a face value of one (1) euro per share: ----------

Assessment of the contribution.- The value of this non-financial contribution is assessed at **1,710,259 euros**, equivalent to the net accounting value in the contributor's balance books. The contribution shall be carried out as collateral for the subscription and payment of 564,385 new shares, numbers 3,007 to 567,391, both inclusive. ----------

Nine hundred and fifty-three thousand, seven hundred and seventy-five shares of the company **ALAZOR INVERSIONES, S.A.**, fully subscribed and paid-up, numbers 5,404,726 to 6,358,500, both inclusive, with a face value of ten (10) euros per share: ----------

Assessment of the contribution.- The value of this non-financial contribution is assessed at **9,537,750 euros**, equivalent to the net accounting value in the contributor's balance books. The contribution shall be carried out as collateral for the subscription and payment of 3,147,457 new shares, numbers 567,392 to 3,714,848, both inclusive. ----------

One million, five hundred and seven thousand, five hundred shares of the company **EUROGLOSA 45, Concesionaria de la Comunidad de Madrid, S.A.**, numbers 1 to 1,507,500, both inclusive, which represent 60.30% of the company's share capital, all fully subscribed and paid-up, with a face value of 6.01 euros each. They are encumbered by a pledge created to guarantee the obligations assumed by OHL, S.A., as joint and

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several bondsman, to the creditors of the syndicated credit formalized by EUROGLOSA 45, Concesionaria de la Comunidad de Madrid, S.A., on 18 July 2000 in a public instrument enacted before Mr. Miguel Ruiz-Gallardón García de la Rasilla, Notary Public of Madrid, number 2,586 of his protocol. ----------

Assessment of the contribution.- The value of this non-financial contribution is assessed at **9,360,763.53 euros**, equivalent to the net accounting value in the contributor's balance books. The contribution shall be carried out as collateral for the subscriptions and payment of 3,089,052 new shares, numbers 3,714,849 to 6,803,900, both inclusive. ----------

Eight-six million, nine hundred and ninety-nine thousand, nine hundred and ninety-nine new shares of the company **OBRASCON HUARTE LAIN BRASIL LTDA** (Brazilian company), which a real face value, fully subscribed and pending payment of 178,208,599 pesetas, which represents 99.99% of the company's share capital. Of the aforementioned shares, 84,285,168 are fully paid-up and 2,714,832 are pending payment. ----------

Assessment of the contribution.- The value of this non-financial contribution is assessed at **49,477,678.63 euros**, equivalent to the gross accounting value in the contributor's balance books. The contribution shall be carried out as collateral for the subscriptions and payment of 16,327,634 new shares, numbers 6,803,901 to 23,131,534, both inclusive. -

The new shares are taken on and fully paid in this act by the sole shareholder, OBRASCON HUARTELAIN, S.A. --

As a result of the share capital increase agreed in this act, we also agree to modify Art. 5 of the Articles of Association of OHL CONCESIONES, S.L., to include the new share capital amount. As of the date that the shares are paid up, the wording of said article shall be: ----------

"Article Five.- The share capital is set at twenty-three million, one hundred and thirty-one thousand, five hundred and thirty-four (23,131,534) euros, is fully subscribed and paid up, and is divided into 23,131,534 equal shares, accruable and indivisible, with a face value of ONE EURO each, numbered in numerical order from number 1 to number 23,131,534, both inclusive."

The share capital increase shall be subject to the regulations for mergers, separations, asset contributions and security exchanges discussed in Title VIII, Chapter VIII of the Corporate Income Tax Act (Law 43/1995), Articles 108 et seq., the eighth additional disposition of the same Act, and any other concordant and complementary regulations. ----------

In relation to the acquisition of share of EUROGLOSA 45, Concesionaria de la Comunidad de Madrid, S.A., we unanimously agree to substitute in the contract position of OBRASCON HUARTE LAIN, S.A. in the syndicated credit contract with pledge guarantee formalized on 18 July 2000 before Miguel Ruiz-Gallardón García de la Rasilla, Notary Public of Madrid, number 2,586 of his protocol, with Banco Bilbao Vizcaya Argentaria and Banco Santander Central Hispano, S.A., among others, for a total of ELEVEN BILLION, FIVE HUNDRED THOUSAND (11,500,000,000) PESETAS, of whose contents the Board of Directors is aware, and in relation thereto, agree to maintain the existing pledge on said shares. ----------

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The company's Administrative Body approves the assessment of the contributions that it has documented ownership of the new shares in the Shareholder Register. IN A PUBLIC INSTRUMENT authorized in Madrid on 11 April 2002, protocol number 696, MS. PILAR LOPEZ CONTRERAS CONDE, Notary Public of Madrid, clarified or rectified the deed giving rise to this record as follows:

1.- That said public instrument enacts a fully paid-up share capital increase, carried out by means of non-financial contributions, more specifically, of shares

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and/or holdings in the capital of other companies. This is the result of the title, assessment and clauses of the public instrument and the resolutions supporting, in accordance with the duly recorded certification. ----------

No debts are transferred in this public instrument. -----

2.- In the assessment of the shares of OHL BRASIL LIMITADA, where it states "pesetas" one should read "euros" and vice versa, as can easily be deduced from the recorded certification, which I have examined. ----------

3.- The amounts given for all of the shares are THEORETICAL ACCOUNTING VALUES, i.e., they are the values used in the contributor's account books, an essential requirement for achieving the fiscal neutrality intended by aforementioned tax system specified in Title VII of the Corporate Income Tax Act.-

4.- The shares of EUROGLOSA 45 are assessed at the expressed value, that is to say, the value derived from the contributor's account books. This is the case, even though its owner (OBRASCON HUARTE LAIN, S.A.) has pledged them to guarantee the credit of a third party (EUROGLOSA) and thus become a bondsman (real), a fact indicated in the public instrument. Said instrument also states that the owner cumulatively takes on the position of bondsman (personal). ----------

Because the pledge, as a real value creation right, does not reduce the value of the good and because neither the contributor nor the acquirer take the place of the debtor, and thus no debts are transferred, one cannot talk of a net value, and there is no other value beyond that expressed in the public instrument. ----------

5.- The shares contributed are not subject to statutory limitations, as was expressed in the public instrument, which has the effect of a public document, and as such, its contents are presumed to be exact. This requires us to assume that the

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authorizing notary public has not broken the law, since he his required to both demand and comment an all necessary legal requirements for the legal undertaking to be valid. ----------

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AS SUCH, I HEREBY RECORD the aforementioned SHARE CAPITAL INCREASE. This was confirmed by a copy of the public instrument authorized by LOPEZ CONTRERAS CONDE PILAR, Notary Public of MADRID, on 29 October, number 002700 of her protocol. A copy of said instrument and the related minutes were submitted to this Register on the twenty-sixth of February, two thousand and two, under number 1/2002/8295 according to Submission Record 1239 of daily ledger 1180.- Madrid, the twenty-fifth of April, two thousand and two. Fees according to bill and D.B. *[illegible signature]*

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OHL CONCESIONES, S.L.- The public instrument recorded here was enacted by Mr. José María del Cuvillo Pemán and Mr. Juan Miguel Foulquie Usan, whereby: Mr. José María del Cuvillo Pemán, on behalf of the company registered here as the Non-member Secretary of its Board of Directors, hereby carries out the decisions made by the company's Sole Shareholder on 29 May 2002, the record of which was approved by the Sole Shareholder as per the attached certification, and enacted the public deed that formalized said decisions, which are listed below. And Mr. Juan Manuel Foulquie Usan acts on behalf of the company Obrascon Huarte Lain, S.A., which is the Sole Shareholder of the company recorded here; his personal data are the same as those recorded in the first inscription in this record; he acts as the Chief Executive Officer of said company. In their intervention, these parties enacted the public instrument registered here, and to that effect, they state:

---------- THEY STATE ----------

I. ASSETS SUBJECT TO THIS PUBLIC INSTRUMENT. ----------

That OBRASCON HUARTE LAIN, S.A., is the full legal owner of the following assets: ----------

1.-) SIX THOUSAND, FOUR HUNDRED numbered shares, numbers 17,601 to 24,000, both inclusive, with a face value of one hundred euros each, of the company "MUELLES Y ESPACIOS PORTUARIOS, S.A.", which was created for an unlimited time in a public charter notarized before Mr. Daniel Tello Blanco, Notary Public of Barcelona, on 1 August 1991, number 3,437 of his protocol, and has a registered address in Madrid, at C/ Arturo Soria, number 336. Said company is recorded in volume 1,804 of the Companies Register of Madrid, folio 198, section 8, page M-32,567 and is bearer of Fiscal Identification Code (CIF) number A-80099732. ----------

OWNERSHIP.- Purchased from Trabajo y Obras, S.A., in a public instrument enacted before me on 21 June 2002, number 1,735 of my protocol. ----------

LIABILITIES. The aforementioned shares are fully paid-up and are free of charges, encumbrances, pledges and any other sort of liability or obligation. ----------

2.-) TWO THOUSAND, THREE HUNDRED TWENTY bearer shares, numbers 1 to 293, 372 to 2,396 and 2,399 to 2,400, all inclusive, with a face value of two hundred and forty euros and forty cents each, of the company "NAUTIC PALAMOS, S.A.", with a registered address in Barcelona, at Plaça Sant Gregori Tramaturg, number 5, which was created for an unlimited time in a public charter notarized before Mr. Lorenzo Valverde Galán, Notary Public of Barcelona, on 18 April 1986 and recorded in volume 7,627 of the Companies Register of Barcelona, book 6,892, section2, folio 1, page number 90,046, inscription 1, and bearer of CIF number A-58185943. ----------

OWNERSHIP.- Numbers 1 to 293, both inclusive, purchased from Gestora de Viviendas, S.A., in a public instrumented enacted before Ms. Catalina Nadal Reus, Notary Public of Barcelona, on 20 April 1994, number 722 of her protocol. ----------

Numbers 372 to 771, both inclusive, purchased from "ALCROS, S.A." in a public instrument enacted before Ms. Catalina Nadal Reus, Notary Public of Barcelona, on 20 April

SHARE CAPITAL INCREASE. REQUIRED INFORMATION SENT TO CENTRAL COMP. REGISTER. MADRID, 13 *[handwritten]* SEPTEMBER 2002.-

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1994, number 719 of her protocol. - ----------

Numbers 772, 1,182 and 1,183, all inclusive, purchased from ANTANA, S.A., in a public instrument enacted before Mr. Miguel Ángel García-Ramos Iturralde, Notary Public of Madrid, on 22 April 1994, number 1,251 of his protocol. ----------

Numbers 791, 792 and 793, all inclusive, purchased from Mr. Vicente Sánchez Piñol in a public instrument enacted before Mr. Wladimiro Gutiérrez Álvarez, Notary Public of Barcelona, on 16 June 1994, number 1,541 of his protocol. ------

Numbers 797 to 1,181 and 1,212 to 2,396, all inclusive, purchased from ESTACIONAMIENTO SUBTERRÁNEOS, S.A., in a policy signed before Mr. Manuel Richi Alberti, stock market exchange broker, on 13 June 1995. -

Number 2,399 purchased from Mr. Leopoldo Rodés Castañé in a public instrument enacted before Ms. Catalina Nadal Reus, Notary Public of Barcelona, on 20 April 1994, number 721 of her protocol. ----------

And finally number 2,400 purchased by means of a policy signed before the Pentor stock exchange broker on 20 April 1994. ----------

LIABILITIES. The aforementioned shares are fully paid-up and are free of charges, encumbrances, pledges and any other sort of liability or obligation. ----------

II. Having stated the above, the parties appearing before me hereby ----------

---------- ENACT ----------

First. Formalization. ----------

Mr. José María del Cuvillo Pemán hereby legalizes the decisions made by the Sole Shareholder, the company Obrascon Huarte Lain, S.A., on 29 May 2002, which are laid out in the attached certification.

Second. Share capital increase. ----------

As a result of the foregoing: ----------

a) Share capital increase. ----------

The SHARE CAPITAL of the company is hereby INCREASED by the amount of ONE MILLION, TWO HUNDRED AND TEN THOUSAND EUROS (€1,210,00' through the creation of new shares in the terms set forth in the attached certification. ----------

b) Assignment and payment. ----------

The party appearing before me hereby states: ----------

1. That the new shares have been assigned to their owner; that the identity, share numbers and the corresponding non-financial contributions are documented in the attached certification; that the ownership has been documented in the Shareholder Register. ----------

2. That the share capital increase has been paid up in full in the terms set forth by means of new contributions, and that the share premium was fully paid simultaneously with the shares. ----------

3. That, as a result, the share capital is fully paid-up. ------

c) Modification to the Articles of Association. ----------

Article 5 of the Articles of Association is hereby modified. The new wording is included in the attached certification.

d) Contributions. ----------

NON-FINANCIAL CONTRIBUTIONS. ----------

With regard to the non-financial contributions received, the parties state: ----------

That the description of the non-financial contributions, the identity of the contributor, and the share numbers corresponding to said contribution are included in this public instrument and in the attached certification. ----------

Ownership and assessment: That the aforementioned contributions are made in full authority and are free of all charges, encumbrances, liens and liabilities for the amount of 1,210,000 euros, which is equivalent to the face value of the shares created, plus the corresponding share premium of 2.030303 euros per share, for a total of 3,666,666.63 euros. -----

Administrators' Report: That the decision by the shareholders was made in light of the Administrator's Report envisaged in Art. 74.3 of the Law. ----------

That in the Articles of Association governing the company Muelles y Espacios Portuarios, S.A., there is no limitation to the

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to the contribution made in this public instrument. ----------

Mr. Juan Miguel Foulquie Usan hereby offers his consent and ratifies the contribution to the company "OHL CONCESIONES, S.L.", which, by virtue of his powers of representation, acquires all of the assets described here. ---------

This contribution is carried out in the terms and for the amounts indicated in the attached certification. ----------

Fourth. Inscription. ----------

The parties hereby request that this public instrument be recorded in the Companies Register, even just partially, if the Registrar deems that it contains some defect that limits its full inscription. ----------

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DECISIONS BY THE SOLE SHAREHOLDER

"In accordance with the proposal and report issued by the Board of Directors of OHL Concesiones, S.L., we hereby resolve to increase the share capital of OHL Concesiones, S.L., by ONE MILLION, TWO HUNDRED AND TEN THOUSAND EUROS (€1,210,000) through the issue of 1,210,000 new shares with a face value of one (1) euro each. The shares shall all be equal, accruable and indivisible; may not be incorporated into negotiable securities; shall offer the same rights as the existing shares; and shall be numbered in numerical order from 23,131,535 to 24,341,534, both inclusive.

The new shares shall be issued at their face value plus a share premium of 2.030303 euros per share.

The equivalent value of the shares issued in the share capital increase shall be constituted from the following non-financial contributions:

- Six thousand, four hundred shares of the company MUELLES Y ESPACIOS PORTUARIOS, S.A., fully subscribed and paid-up, numbers 17,601 to 24,000, both inclusive, with a face value of one hundred euros per share, representing 20% of the company's share capital.

  Assessment of the contribution.- The value of this non-financial contribution is assessed at **661,606.11 euros**, equivalent to the net accounting value in the contributor's balance books. The contribution shall be carried out as collateral for the subscription and payment of 218,330 new shares, numbers 23,131,535 to 23,349,864, both inclusive.

- Two thousand, three hundred and twenty shares of the company NAUTIC PALAMOS, S.A., fully subscribed and paid-up, with a face value two hundred and forty euros and forty cents (€240.40) each, representing 96.67% of the company's share capital.

  Assessment of the contribution.- The value of this non-financial contribution is assessed at **3,005,060.52 euros**, equivalent to the net accounting value in the contributor's balance books. The contribution shall be carried out as collateral for the subscription and payment of 991,670 new shares, numbers 23,349,865 to 24,341,534, both inclusive.

The new shares are taken on and fully paid in this act by the sole shareholder, OBRASCON HUARTE LAIN, S.A.

As a result of the share capital increase agreed in this act, we also agree to modify Art. 5 of the Articles of Association of OHL CONCESIONES, S.L., to include the new share capital amount. As of the date that the shares are paid up, the wording of said article shall be:

"Article Five.- The share capital is set at twenty-four million, three hundred and forty-one thousand, five hundred and thirty-four (24,341,534) euros, is fully subscribed and paid up, and is divided into 24,341,534 equal shares, accruable and indivisible, with a face value of ONE EURO each, numbered in numerical order from number 1 to number 24,341,534, both inclusive."

The share capital increase shall be subject to the regulations for mergers, separations, asset contributions and security exchanges discussed in Title VIII, Chapter VIII of the Corporate Income Tax Act (Law 43/1995), Articles 108 et seq., the eighth additional disposition of the same Act, and any other concordant and complementary regulations.

The Chairman and Secretary of the Board of Directors are hereby given special, joint and several authorization, so that either one of them may appear before a notary public to formalize these decisions and carry out as many formalities as necessary for their inscription, when necessary, in the corresponding public registers, issuing, when required, as many clarifying documents or rectifications of the initials, and requesting, as the case may be, partial inscription in light of the written or verbal response by the Companies Register. Similarly, they are also hereby authorized to sign and send as many notifications as necessary to the tax authorities to ensure that this operation is covered under the special tax regulations mentioned in point 4 of this document, carrying out before said authorities as many formalities as necessary to such an end.

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AS SUCH, I HEREBY RECORD the aforementioned SHARE CAPITAL INCREASE. This was confirmed by a copy of the public instrument authorized by RECARTE CASANOVA MARTIN MARIA, Notary Public of MADRID, on 5 July 2002, number 2002/1876 of his protocol. A copy of said instrument was submitted to this Register on the thirteenth of August, two thousand and two, under number 1/2002/65276 according to Submission Record 605 of daily ledger 1236.- Madrid, the twelfth of September, two thousand and two. Fees according to bill and D.B. *[illegible signature]*

ARTICLE OF ARTICLES OF ASSOCIATION.

Required information sent to the Central Comp. Register by the deadline established in Article 384 of the CRR.

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OHL CONCESIONES, S.L.- MR. JOSE MARIA DEL CUVILLO PEMAN, in name and representation of the company registered here as its Non-member Secretary, authorized by the shareholders in a fully attended Extraordinary General Meeting held on **28 November 2002**, according to the attached certification, the minutes of which were approved at the end of the meeting, has enacted a public instrument recorded here to formalize the unanimous resolutions of said meeting. These resolutions are as follows:

"FIRST.- MODIFICATION OF ARTICLE 21 OF THE ARTICLES OF ASSOCIATION.

"The shareholders agree to modify the lack of remuneration associated with the position of board member and establish a system of remuneration.

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As a result, Article 21 of the Articles of Association shall be modified to read as follows:

"ARTICLE 21.- REMUNERATION

The remuneration of the company administrators shall be set by the shareholders, gathered in their General Meeting, at a fixed amount or allowance for each meeting of the Board of Directors attended and a share of the profits, which may not exceed three percent and which may only be deducted from the liquid benefits after the needs of the legal reserve have been met and all the shareholders have been paid a four-percent dividend.

The remuneration described in this article shall be compatible with and shall be considered independent from the salaries, remuneration, compensation, pension payments or any other sort of recompense established generally or individually in the contracts of those members of the Board of Directors who have a labour relation with the company, be it common or special as part of upper management, or provide any other class of services that are considered compatible with the status of member of the Board of Directors, without affecting the remuneration which must be included in the annual report in accordance with the terms set forth in Article 200.12 of the Public Limited Liability Companies Act and all other applicable legislation."

AS SUCH, I HEREBY RECORD THE DECISION TO MODIFY ARTICLE 21 OF THE ARTICLES OF ASSOCIATION.- . . This was confirmed by a copy of the public instrument authorized by RECARTE CASANOVA JAIME, Notary Public of MADRID, on 29 January 2003, number 502/2003 of his protocol, which was submitted to this Register on the eleventh of February, two thousand and three, under number 1/2003/18879 according to Submission Record 956 of daily ledger 1287.- Madrid, the eighteenth of February, two thousand and three. Fees according to bill and D.B. *[illegible signature]*

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SHARE CAPITAL INCREASE Required information sent to the Central Comp. Register by the deadline established in Article 384 of the CRR	9	'OHL CONCESIONES, S.L.'.- Mr. JOSE MARIA DEL CUVILLO PEMAN, acting in name and representation of the company on this sheet as the Secretary of its Board of Directors, with the required authorization to carry out the decisions made by the company's Sole Shareholder, "OBRASCON HUARTE LAIN, S.A.", on the tenth of July, two thousand and three at the company's registered address, as indicated in the attached certification, which also includes the approval of the decision record, has enacted a public instrument recorded here to formalize the decisions by the Sole Shareholder. These decisions are as follows: "In accordance with the proposal and report issued by the Board of Directors of the sole proprietorship OHL Concesiones, S.L., we hereby resolve to increase the share capital of OHL Concesiones, S.L., by FIFTY MILLION EUROS (€50,000,000) through the issue of fifty million (50,000,000) new shares with a face value of one (1) euro each. The shares shall all be equal, accruable and indivisible; may not be incorporated into negotiable securities; shall offer the same rights as the existing shares; and shall be numbered in numerical order from 24,341,535 to 74,341,534, both inclusive. The new shares shall be issued at their face value plus a share premium of 1.954 euros per share. The equivalent value of the shares shall be constituted by compensating a portion of the credit possessed by OBRASCON HUARTE LAIN, S.A., against the company, as detailed in the report by the Board of Directors, dated 10 July 2003, which is attached to these minutes as Annex I. The equivalent value of the total amount of the operation is constituted by credits totalling €147,700,000, €50,000,000 of which correspond to the amount of the share capital increase and €97,700,000 of which correspond to the total amount of the share premium, in accordance with the following: ▪ From the balance as of 30 June 2003 of the account "Group Companies, Debtor" at a total of €163,241,674.11, a total of €147,700,000 is, by nature, liquid, matured and payable. We hereby state for the record that the account "Group Companies" has been in existence since the company's creation.

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The credits to be pensated are fully liquid and payable, as indicated in said report, issued in compliance with the provisions of Article of 74.2 of the Limited Liability Companies Act and made available to the Shareholder prior to this act.

The new shares are taken on and fully paid in this act by the sole shareholder, OBRASCON HUARTE LAIN, S.A."

As a result of the share capital increase agreed in this act, we also agree to modify Art. 5 of the Articles of Association of OHL CONCESIONES, S.L., to include the new share capital amount. As of the date that the shares are paid up, the wording of said article shall be:

"Article Five.- The share capital is set at seventy-four million, three hundred and forty-one thousand, five hundred and thirty-four (74,341,534) euros, is fully subscribed and paid up, and is divided into 74,341,534 equal shares, accruable and indivisible, with a face value of ONE EURO each, numbered in numerical order from number 1 to number 74,341,534, both inclusive."

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The grantor declares that the ownership of the shares has been recorded in the Shareholder Register and that the share capital increase was adopted on the basis of the aforementioned attached report, issued on 10 July 2003, which details the credits to be compensated and indicates that said credits are totally mature, liquid and payable. -AS SUCH, I HEREBY RECORD the aforementioned SHARE CAPITAL INCREASE. THIS WAS CONFIRMED by a copy of the public instrument authorized by RECARTE CASANOVA MARTIN MARIA, Notary Public of MADRID, on 28 July 2003, number 2629/2003 of his protocol. A copy of said instrument was submitted to this Register on the sixth of August, two thousand and three, under number 1/2003/99551 according to Submission Record 819 of daily ledger 1342.- Madrid, the third of September, two thousand and three. Fees according to bill and D.B.

SHARE CAPITAL INCREASE

Required information sent to the Central Comp. Register by the deadline established in Article 384 of the CRR

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OHL CONCESIONES, S.L.- Mr. José María del Cuvillo Pemán, acting in name and representation of the company as its non-board member Secretary hereby carries out the decisions made by the company's Sole Shareholder, Obrascon Huarte Lain, S.A., on 22 December 2003, the record of which was signed by the Sole Shareholder as per the attached certification, and has enacted the public deed, recorded here, that formalized said decisions, which are listed below:

"In accordance with the proposal and report issued by the Board of Directors of the sole proprietorship OHL Concesiones, S.L., we hereby resolve to increase the share capital of OHL Concesiones, S.L., by TWENTY MILLION EUROS (€20,000,000) through the issue of twenty million (20,000,000) new shares with a face value of one (1) euro each. The shares shall all be equal, accruable and indivisible; may not be incorporated into negotiable securities; shall offer the same rights as the existing shares; and shall be numbered in numerical order from 74,341,535 to 94,341,534, both inclusive.

The new shares shall be issued at their face value plus a share premium of 1.94225 euros per share.

The equivalent value of the shares shall be constituted by compensating a portion of the credit possessed by OBRASCON HUARTE LAIN, S.A., against the company, as detailed in the report by the Board of Directors, dated 19 December 2003, which is attached to these minutes as Annex I.

The credits to be compensated are fully liquid and payable, as indicated in said report, issued in compliance with the provisions of Article of 74.2 of the Limited Liability Companies Act and made available to the Shareholder prior to this act.

The new shares are taken on and fully paid in this act by the sole shareholder, OBRASCON HUARTE LAIN, S.A.

- As a result of the share capital increase agreed in this act, we also agree to modify Art. 5 of the Articles of Association of OHL CONCESIONES, S.L., to include the new share capital amount. As of the date that the shares are paid up, the wording of said article shall be:

"Article Five.- The share capital is set at ninety-four million, three hundred and forty-one thousand, five hundred and thirty-four (94,341,534) euros, is fully subscribed and paid up, and is divided into 94,341,534 equal shares, accruable and indivisible, with a face value of ONE EURO each, numbered in numerical order from number 1 to number 94,341,534, both inclusive."

- The Chairman and Secretary of the Board of Directors are hereby given special, joint and several authorization, so that either one of them may appear before a notary public to formalize these decisions and carry out as many formalities as necessary for their inscription, when necessary, in the corresponding public registers, issuing, when required, as many clarifying documents or rectifications of the initials, and requesting, as the case may be, partial inscription in light of the written or verbal response by the Companies Register."

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The report by the company's Board of Directors regarding the increase in share capital effected by credit compensation, dated 22 December 2003. This report states that the credits are liquid, mature, and payable.

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		The grantor states for the record that the ownership of the new shares has been recorded in the Shareholder Register. AS SUCH, I HEREBY RECORD THE AFOREMENTIONED SHARE CAPITAL INCREASE. This was confirmed by a copy of the public instrument authorized by RECARTE CASANOVA MARTIN MARIA, Notary Public of MADRID, on 30 December 2003, number 4453/2003 of his protocol. A copy of said instrument was submitted to this Register on the twenty-ninth of January, two thousand and four, under number 1/2004/12656 according to Submission Record 1189 of daily ledger 1393. Madrid, the second of February, two thousand and four. Fees according to bill and D.B. *[illegible signature]*
APPOINTMENT OF BOARD MEMBER AND RESIGNATION OF BOARD MEMBER. Required information sent to the Central Comp. Register by the deadline established in Article 384 of the CRR	11	'OHL CONCESIONES, S.L.'- Mr. José María del Cuvillo Pemán, in name and representation of the company registered here as Secretary of the Board of Directors, authorized by the attached certification, which includes the approval of the meeting minutes, issued by the same as the Secretary of the Board of Directors with the approval of the Vice Chairman of the Board, whose signatures were legitimized by the authorizing notary public, has formalized the public deed recorded here to formalize the resolutions by the Sole Shareholder on the thirtieth of March, two thousand and four and the meeting of the BOARD OF DIRECTORS, held that same day immediately after a General Shareholders' Meeting, attended by all by two board members, both at the company's registered address. These resolutions are as follows: - Appoint Mr. Mariano Alsa Gómez, legally of age, marriage, with an address for the purposes of this instrument in Madrid, at C/ Gobelas, 35-37, and bearer of NIF 17954065-N, as a company board member for the term set out in the Articles of Association. Mr. Mariano Alsa Gómez, present in this meeting, hereby accepts his deferred appointment and has stated that he does not exhibit any of the incompatibilities for the position, in particular those described in Law 12/1995, of 11 May, and Law 14/1995, of 21 April, of the Autonomous Community of Madrid. **I also CERTIFY** that in the minutes of the meeting of the Board of Directors, unanimously approved at the end of the meeting, held on 30 March 2004, attended by 7 of 9 board members (whose full names are included at the end of this certification for the purpose of identification), the Board of Directors unanimously agreed to: - Accept the resignation of Mr. José Luis García-Villalba from his post as First Vice Chairman of the Board of Directors. Mr. García-Villalba shall retain his position as company board member. - Appoint Mr. Mariano Alsa Gómez as First Vice Chairman of the Board of Directors. AS SUCH, I HEREBY RECORD THE RESIGNATION AND APPOINTMENT OF MEMBERS OF THE BOARD OF DIRECTORS. This was confirmed by a copy of the public instrument authorized by RECARTE CASANOVA JAIME, Notary Public of MADRID, on 3 June 2004, number 2235/2004 of his protocol. Said public instrument was submitted to this Register on the eleventh of June, two thousand and four, under number 1/2004/73824 according to Submission Record 574 of daily ledger 1435.- Madrid, the fifteenth of June, two thousand and four. Fees according to bill and D.B. *[illegible signature]* JAVIER GONZÁLEZ LÓPEZ INTÉRPRETE JURADO INGLÉS AVDA. DEL TALGO, 125 - 2º A 28023 MADRID TLF.-FAX: 91 357 28 93

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RESIGNATION OF BOARD MEMBER. Required sent to established	
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"OHL CONCESIONES, S.L.".- Mr. José María del Cuvillo Pemán, acting in name and representation of the company on this sheet as the Secretary of its Board of Directors, with the required authorization to carry out the decisions made by the company's Sole Shareholder, on 11 November 2004 at the company's registered address, as indicated in the attached certification, which includes the approval of the meeting minutes, issued by the grantor with the approval of the Vice Chairman, Mr. Julián Núñez Olías, whose signatures were legitimized by the authorizing notary public, hereby enacts the following decisions:

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- "In accordance with the proposal and report issued by the Board of Directors of the sole proprietorship OHL Concesiones, S.L., we hereby resolve to increase the share capital of OHL Concesiones, S.L., by FIVE MILLION, SIX HUNDRED AND FIFTY-EIGHT THOUSAND, FOUR HUNDRED AND SIXTY-SIX (€5,658,466) through the issue of five million, six hundred and fifty-eight thousand, four hundred and sixty-six (5,658,466) new shares with a face value of one (1) euro each. The shares shall all be equal, accruable and indivisible; may not be incorporated into negotiable securities; shall offer the same rights as the existing shares; and shall be numbered in numerical order from 94,341,535 to 100,000,000, both inclusive.

The new shares shall be issued at their face value plus a total share premium of €111,754,703.50, that is to say, €19.75 per share.

The equivalent value of the new shares shall be constituted by compensating a portion of the credit possessed by OBRASCON HUARTE LAIN, S.A., against the company, as detailed in the report by the Board of Directors, dated 11 November 2004, attached here.

The credits to be compensated are fully liquid and payable, as indicated in said report, issued in compliance with the provisions of Article of 74.2 of the Limited Liability Companies Act and made available to the Shareholder prior to this act.

The new shares are taken on and fully paid in this act by the sole shareholder, OBRASCON HUARTE LAIN, S.A."

- As a result of the share capital increase agreed in this act, we also agree to modify Art. 5 of the Articles of Association of OHL CONCESIONES, S.L., to include the new share capital amount. As of the date that the shares are paid up, the wording of said article shall be:

"Article Five.- The share capital is set at one hundred million (€100,000,000) euros, is fully subscribed and paid up, and is divided into 100,000,000 equal shares, accruable and indivisible, with a face value of ONE EURO each, numbered in numerical order from number 1 to number 100,000,000, both inclusive."

The grantor declares that the ownership of the new shares has been recorded in the Shareholder Register. He also states: that for the purposes of Article 74.2 of the Limited Liability Companies Act, the decision was adopted on the basis of the report mentioned in said article (said report is reproduced here); and that all of the credits contributed are liquid, mature and payable. In said report, it states: that the equivalent value of the total amount of the operation is constituted by credits in the amount of 117,413,169.50 euros, 5,658,446 euros of which correspond to the amount of the share capital increase and 111,754,703.50 euros of which correspond to the total amount of the share premium, in accordance with the following: From the balance as of 30 September 2004 of the account "Group Companies, Debtor" at a total of €117,432,770.90, a total of €117,413,169.50 is, by nature, liquid, matured and payable. For the record, the account "Group Companies" has been in existence since the company's creation. AS SUCH, I HEREBY RECORD the aforementioned SHARE CAPITAL INCREASE. THIS WAS CONFIRMED by a copy of the public instrument authorized by RECARTE CASANOVA JAIME, Notary Public of MADRID, on 23 November 2004, number 4939/2004 of his protocol. A copy of said instrument was submitted to this Register on the tenth of December, two thousand and four, under number 1/2004/146663 according to Submission Record 574 of daily ledger 1485.- Madrid, the twentieth of December, two thousand and four. Fees according to bill and D.B.
[illegible signature]

GRANTING OF

Sent to

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APPOINTMENT OF BOARD MEMBER AND RESIGNATION OF BOARD MEMBER. Required information sent to the Central Comp. Register by the deadline established in Article 384 of the CRR	15	"OHL CONCESIONES, S.L."- Mr. José María del Cuvillo Pemán, in name and representation of the company registered here, as non-member Secretary of the Board of Directors, duly authorized and in compliance with the resolutions by the company's sole shareholder, Obrascón Huarte Laín, S.A., made on 30 June 2006 in a meeting held at the company's registered address, as started in the certification included here, which was issued by the affiant, approved by the Chairman, Mr. Juan Villar Mir de Fuentes, and bears their duly legalized signatures, and which records the unanimous agreement to approve the minutes upon conclusion of the meeting, has formalized the unanimous resolutions of that meeting, which are as follows: **RE-ELECTION OF THE MEMBERS OF THE BOARD OF DIRECTORS.** The sole shareholder agrees to re-elect the following members of the company's Board of Directors, whose personal information is recorded with the Companies Register of Madrid: • MR. JUAN VILLAR-MIR DE FUENTES • MR JOSE LUIS GARCIA-VILLALBA GONZALEZ • MR. JOSE -ANTONIO FERNANDEZ ELEJAGA • MR. TOMAS GARCIA MADRID • MR. JAVIER LOPEZ MADRID • MR. VICTOR MORTE CASABO • MR. JUAN LUIS OSUNA GOMEZ Present in the meeting, they all accept the position and expressly state for the record that they do not exhibit any legal or statutory incompatibility or prohibition, in particular those set out in Law 5/2006, of 10 April, and Law 14/1995, of 21 April, of the Autonomous Community of Madrid, or any other applicable regulation.

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AS SUCH, I HEREBY RECORD the a: mentioned RESIGNATIONS AND APPOINTMENTS, officially statin or the record that the individuals mentioned in this entry are not included in the Register of Bankruptcy Resolutions, pursuant to the provisions of article 61 bis of the Companies Register Regulations. This was confirmed by a copy of the public instrument authorized by RECARTE CASANOVA JAIME, Notary Public of MADRID, on 2 August 2006, number 2956/2006 of his protocol. Said public instrument was submitted to this Register at 11:46 a.m. on the twenty-fourth of August, two thousand and six, under number 1/2006/108734 according to Submission Record 801 of daily ledger 1676.- Madrid, the sixth of September, two thousand and six. *[illegible signature]*

'OHL CONCESIONES, S.L.'.- MR. JOSE MARIA DEL CUVILLO PEMAN, acting in name and representation of the company on this sheet as the Secretary of its Board of Directors, with the required authorization to carry out the decisions made by the SOLE SHAREHOLDER on 20 July 2006 at the company's registered address, as indicated in the attached certification, which includes the approval of the meeting minutes, enacted the public deed recorded here, which formalized his unanimous decision. These decisions are as follows:

1- "In accordance with the proposal and report issued by the Board of Directors of the sole proprietorship OHL Concesiones, S.L., we hereby resolve to increase the share capital of OHL Concesiones, S.L., by THIRTY-SIX MILLION, ONE HUNDRED AND SIXTY THOUSAND EUROS (€36,160,000) through the issue of thirty million, one hundred and sixty thousand (36,160,000) new shares with a face value of one (1) euro each. The shares shall all be equal, accruable and indivisible; may not be incorporated into negotiable securities; shall offer the same rights as the existing shares; and shall be numbered in numerical order from 100,000,001 to 136,160,000, both inclusive.

The new shares shall be issued at their face value plus a share premium of €2 per share.

The equivalent value of the new shares shall be constituted by the non-financial contribution of 12,238,740 shares of the company AEROPISTAS, S.L., fully subscribed and paid-up, numbers 1 to 12,238,740, both inclusive, with a face value of €2.50 euros per share, which represent 100% of the company's share capital, owned by OBRASCON HUARTE LAIN, S.A., as detailed in the report by the Board of Directors, dated 20 July 2006.

The new shares are taken on and fully paid in this act by the sole shareholder, OBRASCON HUARTELAIN, S.A."

2- As a result of the share capital increase agreed in this act, we also agree to modify Art. 5 of the Articles of Association of OHL CONCESIONES, S.L., to include the new share capital amount. As of the date that the shares are paid up, the wording of said article shall be:

"Article Five.- The share capital is set at one hundred and thirty-six million, one hundred and sixty thousand euros (€136,160,000) euros, is fully subscribed and paid up, and is divided into 100,000,000 equal shares, accruable and indivisible, with a face value of ONE EURO each, numbered in numerical order from number 1 to number 136,160,000, both inclusive."

b) Assignment and payment. ----------

The party appearing before me hereby states: ----------

1. That the new shares have been assigned to their owner; that the identity, share numbers and the corresponding non-financial contributions are documented below; that the ownership has been documented in the Shareholder Register. ---

2. That the share capital increase has been paid up in full in the terms set forth by means of new contributions, and that the share premium was fully paid simultaneously with the shares. ----------

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3. That, as a result, the share capital is fully paid-up. -------

Contributions. ----------

NON-FINANCIAL CONTRIBUTIONS. ----------

With regard to the non-financial contributions received, the parties state:

That the description of the non-financial contributions, the identity of the contributor, and the share numbers corresponding to said contribution areas follows:

OWNERSHIP.- 1) 4,234,740 shares created in a corporate charter enacted before Mr. Martín María Recarte Casanova, Notary Public of Madrid, on 29 May 2003, number 1837 of his protocol. ----------

2) 8,000,000 shares from a share capital increase enacted before me on 2 July 2003, number 2,836 of my protocol. --------

3) 400 shares from a share capital increase enacted before Mr. Martín María Recarte Casanova, Notary Public of Madrid, on 21 January 2004, number 189 of his protocol. ----------

4) 400 shares from a share capital increase enacted before me on 18 March 2004, number 1,152 of my protocol. ----------

5) 400 shares from a share capital increase enacted before Mr. Martín María Recarte Casanova, Notary Public of Madrid, on 19 May 2004, number 1,701 of his protocol. ----------

6) 400 shares from a share capital increase enacted before me on 22 July 2004, number 3,076 of my protocol. ----------

7) 400 shares from a share capital increase enacted before Mr. Martín María Recarte Casanova, Notary Public of Madrid, on 22 September 2004, number 3,094 of his protocol. ----------

8) 400 shares from a share capital increase enacted before Mr. Martín María Recarte Casanova, Notary Public of Madrid, on 23 November 2004, number 3,727 of his protocol. ----------

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9) 400 shares from a share capital increase enacted before Mr. Martín María Recarte Casanova, Notary Public of Madrid, on 21 January 2005, number 229 of his protocol. ----------

10) 400 shares from a share capital increase enacted before me on 22 March 2005, number 990 of my protocol. ----------

11) 400 shares from a share capital increase enacted before me on 20 May 2005, number 1,695 of my protocol. ----------

12) 400 shares from a share capital increase enacted before me on 21 July 2005, number 2,415 of my protocol. ----------

Ownership and assessment: That the aforementioned contributions are made in full authority and are free of all charges, encumbrances, liens and liabilities for the amount of 36,160,000 euros, which is equivalent to the face value of the shares created, plus the corresponding share premium of 2 euros per share. ----------

Administrators' Report: That the decision by the shareholders was made in light of the Administrator's Report envisaged in Art. 74.3 of the Law. ----------

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BY MEANS OF A PUBLIC INSTRUMENT NOTARIZED IN MADRID ON 13 September 2006, protocol number 3197, Mr. Jaime Recarte Casanova, Notary Public and resident of Madrid, declares: That HE HEREBY RECTIFIES the involuntary material error in the public instrument notarized on 2 August 2006, protocol number 2957, the main object of this record, which erroneously attributed the ownership of the shares contributed for the share capital increase of the aforementioned enacted therein. As such, the correct ownership is that assigned in the corresponding location.- BY MEANS OF A PUBLIC INSTRUMENT NOTARIZED IN MADRID ON 16 October 2006, protocol number 3601, Mr. Jaime Recarte Casanova, Notary Public and resident of Madrid, declares: That HE HEREBY RECTIFIES and COMPLEMENTS the involuntary material error in the public instrument notarized on 2 August 2006, protocol number 2957, the main object of this record, by including the Report by the Board of Directors dated 20 July 2006. Said report states:

I. SHARE CAPITAL INCREASE PROPOSED BY THE BOARD OF DIRECTORS.

The Board shall propose to the sole shareholder a share capital increase for a total of €36,160,000 in the following terms and conditions:

1.1.- Share capital increase for a total amount of THIRTY-SIX MILLION, ONE HUNDRED AND SIXTY THOUSAND euros (€36,160,000) with a total share premium of €72,320,000, i.e., €2 per share.

1.2.- The share capital increase shall be carried out through the creation of THIRTY-SIX MILLION, ONE HUNDRED AND SIXTY THOUSAND (36,160,000) newly created shares, numbered in numerical order from 1,000,001 to 136,160,000, both inclusive, with a face value of ONE euro (€1) each. The shares shall be equal, accruable and indivisible, and they may not be incorporated into negotiable securities. The company share capital after this increase shall be ON HUNDRED AND THIRTY-SIX MILLION, ONE HUNDRED AND SIXTY THOUSAND EUROS (€136,160,000).

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INTERPRETE JURADO INGLÉS
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1.3- Form and proportion of the subscription and full payment of the newly created shares:

The com, ; sole shareholder shall exercise its right of first refusal, subscribing all of the newly created shares.

As a result, OBRASCON HUARTE LAIN, S.A. shall provide €108,480,000 in order to take on all of the 36,160,000 newly created shares with a face value of €1 and a share premium of €2 each, and shall be assigned all of the new shares, numbered in numerical order from 100,000,001 to 136,160,000, both inclusive.

1.4- As a result of the projected share capital increase, Article 5 of the Articles of Association would be rewritten in order to adapt the text to the amount resulting from the successive share capital increases.

1.5.- The projected share capital increase shall be fully subscribed and paid-up. The share premium shall also be paid in full.

1.6.- In accordance with the provisions of Article 78 of the Limited Liability Companies Act, the ownership of the new shares shall be duly recorded in the Shareholder Register.

1.7.- The share capital increase shall be subject to the regulations for mergers, separations, asset contributions and security exchanges discussed in Title VIII, Chapter VII of Royal Legislative Decree 4/2004, of 5 March, which approved the Revised Text of the Corporate Income Tax Act.

II. NON-FINANCIAL CONTRIBUTIONS.

The aforementioned share capital increase will be offset by non-financial contributions.

In accordance with the provisions of Article 74.3 of the Limited Liability Companies Act, the following is a detailed description of the projected contribution, including an assessment, the identity of the contributor, the amount of the projected share capital increase, the number of shares that would be created to represent said capital, and the guarantees adopted for the share increase, taking into consideration the nature of the assets to be contributed, which constitute the non-financial contribution of shares.

The projected non-financial contribution is set at:

- 12,238,740 shares of the company **AEROPISTAS, S.L.**, fully subscribed and paid-up, numbers 1 to 12,238,740, both inclusive, with a face value of €2.50 per share, representing 100% of the company's share capital.

  Assessment of the contribution.- The value of this non-financial contribution is assessed at €108,480,000, equivalent to the net accounting value in the contributor's balance books. The contribution shall be carried out as collateral for the subscription and payment of 36,160,000 new shares and the full amount of the share premium.

The contributor of the entirety of the aforementioned shares shall be OBRASCON HUARTE LAIN, S.A., as collateral for the share capital increase.

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He also states that due to an error, the aforementioned public instrument stated that in the Articles of Association currently governing the company Muelles y Espacios Portuarios, S.A., there is no limitation to the contribution made in this public instrument. In reality, the Articles of Association referred to in said public instrument were those of AEROPISTAS, S.A., company providing the shares. This error his hereby rectified.- **AS SUCH, I HEREBY RECORD the aforementioned SHARE CAPITAL INCREASE**.- THIS WAS CONFIRMED by a copy of the public instrument authorized by **RECARTE CASANOVA JAIME, Notary Public of MADRID**, on **2 August 2006, number 2957/2006 of his protocol**. This is recorded together with: (1) the instrument authorized by RECARTE CASANOVA JAIME, Notary Public of MADRID, on 13 September 2006, number 3197/2006 of his protocol; (2) the public instrument notarized before RECARTE CASANOVA JAIME, Notary Public of MADRID, on 16 October 2006, number 3601/2006 of his protocol. Copies of said instruments were submitted to this Register on the twenty-first of September, two thousand and six, under number 1/2006/117029, were withdrawn on the fourth of October, two thousand and six, and were resubmitted on the twenty-sixth of October, two thousand and six, under number 1/2006/133897, according to Submission Record 207 of daily ledger 1682.- Madrid, the thirty-first of October, two thousand and six. Fees according

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COMMERCIAL REGIST	MADRID		
VOLUME 21604 *[handwritten]*	SEC.	BOOK	PAGE

SIDE NOTES	NO. ORDER OF RECORDING
APPOINTMENT OF BOARD MEMBER Required information sent to the Central Comp. Register by the deadline established in Article 384 of the CRR	17

to bill and D.B. *[illegible signature]*

'OHL CONCESIONES S.L.'.-MR. JOSE MARIA DEL CUVILLO PEMAN, acting in name and representation of the company on this sheet, as the NON-MEMBER SECRETARY of its Board of Directors, authorized in a meeting of the **FULL BOARD** on **14 NOVEMBER 2006**, as stated in the attached certification, issued by Mr. José María del Cuvillo Permán, as non-member Secretary of the Board of Directors, with the approval of the Chairman of the Board, Mr. Juan Villar-Mir de Fuentes, whose signatures were legitimized by the authorizing notary public, has enacted the public deed recorded here to formalize the unanimous resolutions of said meeting, whose minutes were approved upon its completion. These resolutions are as follows: **APPOINT MR. JUAN VILLAR-MIR DE FUENTES**, legally of age, married, with a business address in Madrid, Paseo de la Castellana, 91-9ª, and bearer of N.I.F. 7.210.534-B, to the position of **CHIEF EXECUTIVE OFFICER** of the company, permanently delegating all of powers that may be delegated by the Board of Directors under the law or the Articles of Association for the term of his appointment as Board Member. **AS SUCH, I HEREBY RECORD THE AFOREMENTIONED APPOINTMENT**, officially stating for the record that the individual mentioned in this entry is not included in the Register of Bankruptcy Resolutions, pursuant to the provisions of article 61 bis of the Companies Register Regulations. This was confirmed by a copy of the public instrument authorized by **RECARTE CASANOVA MARTIN MARIA**, Notary Public of **MADRID**, **on 1 December 2006**, **number 3596/2006** of his protocol, which was submitted to this Register on the fourteenth of December, two thousand and six, under number 1/2006/158579 according to Submission Record 720 of daily ledger 1710. **Madrid, the eighteenth of December, two thousand and six.** Fees according to bill and D.B. *[illegible signature]*

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APPOINTMENT OF BOARD MEMBER Required information sent to the Central Comp. Register by the deadline established in Article 384 of the CRR	19	'OHL CONCESIONES S.L.'.-Mr. JOSE MARIA DEL CUVILLO PEMAN, acting in name and representation of the company on this sheet, as non-member Secretary of the Board of Directors, authorized in a meeting of the Board of Directors held on 27 March 2007, attended by 7 of its 8 members, as stated in the attached certification, issued by the affiant in his capacity as non-member Secretary with the approval of the Chairman of the Board, Mr. Juan Villar-Mir de Fuentes, whose signatures were legitimized by the authorizing notary public, has enacted the public deed recorded here to formalize the unanimous resolutions of said meeting, whose minutes were approved upon its completion. These resolutions are as follows: DELEGATE, jointly and severally, all of powers that may be delegated by the Board of Directors under the law or the Articles of Association to COMPANY BOARD MEMBER JUAN LUIS OSUNA GOMEZ, legally of age, married with a business address in Madrid, C/ Gobelas 47, and bearer of N.I.F. 02526571K, for the term of his appointment as Board Member. AS SUCH, I HEREBY RECORD THE AFOREMENTIONED APPOINTMENT, officially stating for the record that the individual mentioned in this entry is not included in the Register of Bankruptcy Resolutions, pursuant to the provisions of article 61 bis of the Companies Register Regulations. THIS WAS CONFIRMED by a copy of the public instrument authorized by RECARTE CASANOVA JAIME, Notary Public of MADRID, on 12 April 2012, number 1301/2007 of his protocol, a copy of which was submitted to this Register on the seventh of May, two thousand and seven, under number 1/2007/62823 according to Submission Record 28 of daily ledger 1760. Madrid, the seventeenth of May, two thousand and seven. *[illegible signature]* JAVIER GONZÁLEZ LÓPEZ INTÉRPRETE JURADO INGLÉS AVDA. DEL TALGO, 125 - 2º A 28023 MADRID TLF.-FAX: 91 357 28 93

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CHANGE OF ADDRESS Required information sent to the Central Comp. Register by the deadline established in Article 384 of the CRR	26	'OHL CONCESIONES, S.L.'. Mr. JOSE MARIA DEL CUVILLO PEMAN, acting in name and representation of the company registered here as SECRETARY OF ITS BOARD OF DIRECTORS, authorized in accordance with the attached certification, which includes the approval of the meeting minutes, issued by the party appearing here with the approval of the Chairman of the Board, Mr. JUAN VILLAR-MIR DE FUENTES, whose signatures were legitimized by the authorizing notary public, has enacted the public deed recorded here to formalize the unanimous resolutions of the **Board of Directors** in their meeting held on **31 MARCH 2008**, attended by seven of its members. These resolutions are as follows: MOVE the company's registered address to Paseo de la Castellana, num. 259 D, Torre Espacio, and as a result, modify Article 3 of the Articles of Association, which henceforth shall read as follows: "ARTICLE 3.- The company shall have its registered address in Madrid, Paseo de la Castellana, 259 D, Torre Espacio, location of its effective administration and management. The company may establish branch offices, agencies and/or subsidiaries, both in Spain and abroad, if so decided by the Administrative Body, which shall also possess the necessary authorization to move the registered address to the same city and close or move the branch offices, agencies and/or subsidiaries." **AS SUCH, I HEREBY RECORD THE CHANGE IN REGISTERED ADDRESS AND MODIFICATION OF THE ARTICLES OF ASSOCIATION**. This was confirmed by a copy of the public instrument authorized by RECARTE CASANOVA JAIME, Notary Public of MADRID, on 15 April 2008, number 1273/2008 of his protocol, which was submitted to this Register on the seventh of May, two thousand and eight, under number 1/2008/63407 according to Submission Record 351 of daily ledger 1882. Madrid, the ninth of May, two

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COMMERCIAL REGIST[illegible] MADRID			
VOLUME 21604 *[handwritten]*	SEC. 8 *[hand-written]*	BOOK	PAGE M-281066 *[handwritten]*

SIDE NOTES	NO. ORDER OF RECORDING
SHARE CAPITAL INCREASE Required information sent to the Central Comp. Register by the deadline established in Article 384 of the CRR	27
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thousand and eight. Fees according to bill and D.B. *[illegible signature]*

'OHL CONCESIONES, S.L.'.- Mr. José María del Cuvillo Peman, in his capacity as the Secretary of this company's Board of Directors, hereby formalizes the following decisions of the sole shareholder made in the General Shareholders' Meeting held at the registered address on the EIGHTH OF JULY, TWO THOUSAND AND EIGHT, as stated in the attached certification:

1- "In accordance with the proposal and report issued by the Board of Directors of the sole proprietorship OHL Concesiones, S.L., we hereby resolve to increase the share capital of OHL Concesiones, S.L., by FIVE MILLION, SIX HUNDRED AND SEVENTY-THREE THOUSAND, SEVEN HUNDRED AND THIRTY-THREE EUROS (€5,673,733) through the issue of five million, six hundred and seventy-three thousand, seven hundred and thirty-three (5,673,733) new shares with a face value of one (1) euro each. The shares shall all be equal, accruable and indivisible; may not be incorporated into negotiable securities; shall offer the same rights as the existing shares; and shall be numbered in numerical order from 136,160,001 to 141,833,733, both inclusive.

The new shares shall be issued at their face value plus a share premium of €1.9999998924 per share.

The equivalent value of the new shares shall be constituted by the non-financial contribution of 200 shares of TERMINALES MARITIMAS DEL SURESTE, S.A., fully subscribed and paid-up, numbers 1 to 200, both inclusive, with a face value of €30,000 per share, which represent 40% of the company's share capital, in exchange for 2,000,000 new shares, numbers 136,160,001 to 138,160,000; and 366,640 shares of PARTICIPES EN BRASIL, S.L., fully subscribed and paid-up, numbers 1,000,101 to 1,366,740, both inclusive, with a face value of €30.06 per share, which represent 26.83% of the company's share capital, in exchange for 3,673,733 new shares, numbers 138,160,001 to 141,833,733, all owned by OBRASCON HUARTE LAIN, S.A., as detailed in the report by the Board of Directors, dated 31 July 2008, which is attached to the minutes as Appendix I.

The new shares are taken on and fully paid in this act by the sole shareholder, OBRASCON HUARTE LAIN, S.A.

2- As a result of the share capital increase agreed in this act, we also agree to modify Art. 5 of the Articles of Association of OHL CONCESIONES, S.L., to include the new share capital amount. As of the date that the shares are paid up, the wording of said article shall be:

"Article Five.- The share capital is set at one hundred and forty-one million, eight hundred and thirty-three thousand, seven hundred and thirty-three euros (€141,833,733) euros, is fully subscribed and paid up, and is divided into 141,833,733 equal shares, accruable and indivisible, with a face value of one euro (€1) each, numbered in numerical order from number 1 to 141,833,733, both inclusive.

3- Subject this non-financial share increase operation based on the exchange of shareholdings to the regulations for mergers, separations, asset contributions and security exchanges discussed in Title VII, Chapter VIII of the consolidated text of the Corporate Income Tax Act (Law 44/2004).

The aforementioned affiant states that the ownership of the new shares has been recorded in the Shareholder Register.- Mr. Luis García-Linares Garcia also intervened on behalf of "Obrascón Huarte Lain, S.A." (C.I.F. A48010573) for the purposes of its contribution and states by public instrument that "Terminales Marítimas del Sureste, S.A." (C.I.F. A53817359) is registered in the Companies Register of Alicante in volume 2711, folio 53, page A-79833; that "Partícipes del Brasil, S.L." (C.I.F. B84817352) is registered in this Register, volume 23197, folio 16, page M-415721; that the shares and shareholdings are free of encumbrances; and that the non-financial contribution has been appraised at 11,021,198.40.- AS SUCH, I HEREBY RECORD the aforementioned SHARE CAPITAL INCREASE AND MODIFICATION OF ARTICLE FIVE.- THIS WAS CONFIRMED by the first copy of the public instrument authorized by RECARTE CASANOVA JAIME, Notary Public of MADRID, on 30 July 2008, number 2626/2008 of his protocol.-

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A copy of said instrument was s itted in paper to this Register on the twenty-ninth of Au :, two thousand and eight, under number 2008/117080 according to Submission Record 34 of daily ledg 1919.-
Madrid, the sixteenth of September, two thousand and eight. *[illegible signature]*

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TWO: And that on the page itself there are no subsequent inscriptions that modify it in terms of the details requested, nor is there any indication that the Company being certified is in the process of Dissolution or Liquidation, whereby it continues to be **IN FORCE** according to the Register.

In witness whereof, and in the knowledge that the daily ledger does not contain any entry relative to a document pending entry referring to the Company for which the certificate has been requested, I issue this certificate on 30 sheets of official paper from this Register, numbers 4184919 through 4184948, both inclusive, and I sign it in Madrid on the ninth of October, two thousand and eight.

THE REGISTRAR,

[illegible signature]
[Ink stamp: Manuel Villarroya Gil Companies Register of Madrid]

Presented in the Daily Ledger of Certificates with entry number 37601/2008.

Fees: According to bill.

I, Valentín Barriga Rincón
INTERIM PRESIDENT OF THE ASSOCIATION OF PROPERTY AND COMPANIES REGISTRARS OF SPAIN

Hereby state that I legitimize the signature of Mr./Ms. Manuel Villarroya Gil
~~Property~~/Companies Registrar in Madrid, which figures above, because it appears to be his/hers.
Madrid, 14/10/08

[illegible signature]

[Stamp: President of Association of Property and Companies Registrars of Spain]

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COMPANIES REGISTER

APOSTILLE (OR SOLE LEGALIZATION)
Convention de La Haye du 5 octobre 1961(Royal Decree 2433/1978 of 2 October)

1. Country Spain
   This public document
2. Has been signed by Valentín Barriga Rincón
3. Acting in the capacity of President
4. Bears the seal/stamp of the Association of Property and Companies Registrars of Spain

Certified

5. In Madrid 6. On 16 October 2008
7. By Maria Gloria Peral Salazar, Department Head of the General and Informational Register of the Ministry of Justice

8. Number 32167
9. Seal/stamp 10. Signature

[stamp of Ministry of Justice] *[illegible signature]*

[Stamp: Subsecretariat of the Ministry of Justice]

[Stamp: Subsecretariat of the Ministry of Justice]

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STATEMENT to certify that the preceding certification was resubmitted at this Companies Register in order to correct the error in the name of the Company certified here, whereby the correct name is **"OHL CONCESIONES, S.L."**. This correction does not alter the value or contents of this certification.

In witness whereof, I issue this statement on sheet number 4195471, for inclusion with preceding numbers 4184919 through 4184948, both inclusive, and I sign it in Madrid on the fifteenth of October, two thousand and eight.

THE REGISTRAR,

[illegible signature]
[Ink stamp: Manuel Villarroya Gil Companies Register of Madrid]

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I, Javier González, Sworn English Translator, hereby certify that this document is an accurate and complete translation into English of a document written in Spanish. Madrid, 21th October 2008	**Yo, Javier González, Intérprete Jurado de Inglés, certifico que la que antecede es una traducción fiel y completa al inglés de un documento redactado en español. En Madrid, a 21 de octubre de 2008.**

JAVIER GONZÁLEZ LÓPEZ
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EL QUE SUSCRIBE REGISTRADOR MERCANTIL DE MADRID

CERTIFICO: QUE a petición expresa de BELEN DEL AGUILA DE LA PUENTE, solicitando certificación referente a la Sociedad denominada "**OHL CONCESIONES SL**" comprensiva de: estatutos sociales incluyendo todas las modificaciones desde su constitución, todos los consejeros y vigencia de la sociedad; he examinado los libros del Archivo de este Registro de mi cargo, de los cuales resulta:

PRIMERO: Que lo que sigue es fotocopia fiel y exacta de las inscripciones 1ª, 5ª, 6ª, 7ª, 9ª, 10ª, 11ª, 11bis, 15ª, 16ª, 17ª, 19ª, 26ª y 27ª y ULTIMA, practicadas en este Registro Mercantil referentes a la Sociedad denominada "**CLARKE MODET Y COMPAÑIA SL**" obrantes al folio 138 y siguientes del tomo 16507 de la sección 8ª hoja M-281066:

NO UTILIZABLE
PARA CERTIFICAR

REGISTRO MERCANTIL DE

TOMO	SEC.	LIBRO	HOJA
16507	8	0	M-281066

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03

NOTAS MARGINALES	N.º DE ORDEN INSCRIP.
REMITIDOS AL RMC LOS DATOS REGLAMENTARIOS. MADRID A 22-05-01	
MOFICADO EL ARTICULO 21 DE LOS ESTATUTOS SOCIALES SEGUN CONSTA EN LA 7. MADRID A 19 DE FEBRERO DE 2.003	
HA DIMITIDO EL CONSEJERO DON JUAN MIGUEL FOULQUIE USAN por la inscripción 10, folio 147. Madrid, a 19 de noviembre de 2004.	
HA DIMITIDO EN SU CARGO DE CONSEJERO DON JULIAN NUÑEZ OLIAS, SEGUN CONSTA EN LA INSCRIPCION 14 OBRANTE AL FILIO 141 DEL TOMO 21.604.- MADRID 21 DE FEBRERO DE 2006.-	
HA CESADO EL CONSEJERO DELEGADO DON JUAN VILLAR NIR DE FUENTES por la inscripción 15, folio 141 del tomo 21604. Madrid, a 6 de septiembre de 2006.	
CAMBIADO EL DOMICILIO POR LA INSCRIPCION 26ª, FOLIO 149, TOMO 21604. MADRID A 9 DE MAYO DE 2008.	

"OHL CONCESIONES SL".- CIF B82871369, con domicilio EN CALLE GOBELAS, 35-37. de MADRID, comienza sus operaciones el dia 27 de NOVIEMBRE de 2000 y se rige por los siguientes ESTATUTOS:

ESTATUTOS DE LA SOCIEDAD MERCANTIL DE RESPONSABILIDAD LIMITADA DENOMINADA "OHL CONCESIONES, S.L."

TÍTULO I. DENOMINACIÓN, OBJETO, DURACIÓN Y DOMICILIO

ARTÍCULO 1º. DENOMINACIÓN

Con la denominación de "OHL, CONCESIONES, S.L." se constituye una Sociedad de Responsabilidad Limitada, que se regirá por los presentes Estatutos Sociales y, en lo en ellos no previsto, por los preceptos de la Ley de Sociedades Limitadas, por el Reglamento del Registro Mercantil y demás disposiciones que sean de aplicación.

ARTÍCULO 2º. DURACIÓN DE LA SOCIEDAD

La duración de la Sociedad se establece por tiempo indefinido. La Sociedad dio comienzo a sus operaciones el día del otorgamiento de la escritura de constitución.

ARTÍCULO 3º. DOMICILIO SOCIAL

El domicilio social se fija en Madrid, calle Gobelas, número 35-37, lugar en el que se halla el centro de su efectiva administración y dirección.

La Sociedad podrá establecer sucursales, agencias o delegaciones, tanto en España como en el extranjero, por decisión del Órgano de Administración, quien será también competente para acordar el traslado del domicilio social dentro del mismo término municipal, así como la supresión o el traslado de las sucursales, agencias o delegaciones.

ARTÍCULO 4º. OBJETO SOCIAL

La Sociedad tiene por objeto el diseño, construcción, ejecución, explotación, gestión, administración, conservación y concesión de toda clase de infraestructuras y de obras, pudiendo acudir para contratarlas a concursos, subastas y cualquier otro procedimiento previsto, o que en el futuro se prevea en la Ley.

Para cumplir el objeto social la Sociedad, podrá llevar a cabo las actividades mencionadas, total o parcialmente de modo indirecto mediante la titularidad de acciones o participaciones en sociedades con objeto idéntico o análogo.

TÍTULO II. CAPITAL SOCIAL Y PARTICIPACIONES

ARTÍCULO 5º. CAPITAL SOCIAL

El capital social se fija en la cifra de TRES MIL SEIS EUROS (3.006 euros), y se encuentra íntegramente suscrito y desembolsado y está dividido en TRES MIL SEIS (3.006) participaciones sociales, iguales, acumulables e indivisibles, de UN EURO (1) de valor nominal cada una, numeradas correlativamente del uno al tres mil seis.

ARTÍCULO 6º. DERECHO DE PREFERENCIA

En los aumentos de capital social con creación de nuevas participaciones sociales cada socio tendrá derecho a asumir un número de participaciones proporcional al valor nominal de las que posea.

El derecho de preferencia se ejercitará en el plazo que se hubiera fijado al adoptar el acuerdo de aumento, sin que pueda ser inferior a un mes desde la publicación del anuncio de la oferta de asunción de las nuevas participaciones en el Boletín Oficial del Registro Mercantil.

El Órgano de Administración podrá sustituir la publicación del anuncio por una comunicación escrita a cada uno de los socios, computándose el plazo de asunción de las nuevas participaciones desde el envío de la comunicación.

TÍTULO III. DE LAS PARTICIPACIONES SOCIALES

ARTÍCULO 7º. RÉGIMEN DE LAS PARTICIPACIONES SOCIALES

1. **Transmisión inter vivos**

En toda transmisión de participaciones por actos inter vivos, se observarán los siguientes requisitos:

1) Será libre cuando tenga lugar entre socios o a favor del cónyuge, ascendiente o descendiente del socio, o a favor de sociedades del mismo grupo.

2) En los demás casos, el socio que se propone transmitir sus participaciones o alguna de ellas, deberá comunicarlo por escrito, indicando su numeración, precio y comprador, con indicación de su domicilio, al Órgano de Administración de la Sociedad.

La transmisión quedará sometido al consentimiento de la Sociedad, expresado mediante acuerdo adoptado en Junta General, de conformidad con lo dispuesto en la letra b) del artículo 29 de la Ley de Sociedades de Responsabilidad Limitada.

La Sociedad sólo podrá denegar el consentimiento para la transmisión cuando uno o varios socios adquieran las participaciones de conformidad con la letra c) del artículo 29 de la Ley, o la propia Sociedad para su amortización y reducción del capital social.

Cuando los socios o la Sociedad, ejerciten el derecho de adquisición preferente antes establecido, el precio de adquisición, en defecto de acuerdo entre las partes, será su valor real fijado por el Auditor de Cuentas de la Sociedad, y si ésta no estuviera obligada a la verificación de las cuentas anuales, por un auditor nombrado por el Registrador Mercantil del domicilio social, a solicitud de cualquiera de los interesados.

En cuanto no se oponga a lo anteriormente establecido, será de aplicación lo dispuesto en el artículo 29 de la Ley.

Autorizado el socio para la transmisión, deberá llevarla a efecto, con las mismas condiciones comunicadas a la Sociedad, en el plazo de tres meses desde que se le comunique la autorización; si no transmite en este plazo, deberá solicitar nueva autorización.

2. **Transmisión forzosa**

El régimen de la transmisión forzosa se regulará de acuerdo con lo dispuesto en el artículo 31 de la Ley de Sociedades de Responsabilidad Limitada, estableciéndose, tanto en favor de los socios, como en favor de la Sociedad, el derecho de adquisición preferente a que se refiere el apartado 3 del referido artículo.

3. **Transmisión mortis causa**

La adquisición de alguna participación social por sucesión hereditaria confiere al heredero la cualidad de socio, con todos sus derechos y obligaciones.

No obstante, y salvo que la adquisición fuera realizada por el cónyuge, los descendientes o los ascendientes, los socios sobrevivientes tendrán un derecho de adquisición de las participaciones del socio fallecido, apreciadas en el valor real que tuvieran el día del fallecimiento del socio, cuyo precio se pagará al contado. La valoración se regirá por lo dispuesto en el artículo 100 de la Ley de Sociedades de Responsabilidad Limitada y el derecho de adquisición deberá ejercitarse en el plazo máximo de tres meses a contar desde la comunicación a la sociedad de la adquisición hereditaria.

La adquisición de alguna participación social por sucesión hereditaria a favor del cónyuge, ascendiente o descendiente confiere al heredero o legatario la condición de socio, si bien en todo caso éstos deberán comunicar a la sociedad dicha adquisición.

ARTÍCULO 8º. COMUNICACIONES Y LIBRO DE SOCIOS

La Sociedad llevará un Libro Registro de Socios, en el que se inscribirán sus circunstancias personales, las participaciones sociales que cada uno de ellos posea y las variaciones que se produzcan. Cualquier socio podrá consultar este Libro Registro, que estará bajo el cuidado y responsabilidad del Órgano de Administración. El socio tiene derecho a obtener una certificación de sus participaciones, derechos o gravámenes que figuren en el Libro Registro a su nombre.

Los datos personales de los socios podrán modificarse a su instancia, no surtiendo efectos frente a la Sociedad, entre tanto no queden reflejados en dicho Libro.

TÍTULO IV

RÉGIMEN Y ADMINISTRACIÓN DE LA SOCIEDAD

ARTÍCULO 9º. ÓRGANOS DE LA SOCIEDAD

Son órganos de la Sociedad, la Junta General de Socios, como supremo órgano deliberante en que se manifiesta la voluntad social por decisión de la mayoría en los asuntos de su competencia y un Consejo de Administración al que corresponden la gestión, administración y representación de la Sociedad con las facultades que le atribuyen la Ley y los presentes Estatutos.

CAPÍTULO PRIMERO: DE LA JUNTA GENERAL

ARTÍCULO 10º. La Junta General es el órgano soberano de la Sociedad, y obliga con sus acuerdos válidamente adoptados a la totalidad de los socios, incluso a los ausentes, a los que se abstuvieren de votar y a los disidentes.

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ARTÍCULO 11º. CONVOCATORIA

La Junta General habrá de ser convocada por el Órgano de Administración. Entre la convocatoria de la Junta General y la fecha prevista para la celebración de la misma deberá existir un plazo de, al menos, quince días. La convocatoria se realizará por escrito duplicado, del que se devolverá un ejemplar firmado por el socio convocado. Si éste se negare a firmar el duplicado, respecto de él, se enviará la convocatoria por conducto notarial.

En la convocatoria se hará constar el nombre de la Sociedad, el lugar, día y hora en que se celebrará la Junta y el "orden del día".

ARTÍCULO 12º. El Órgano de Administración convocará la Junta cuando estime conveniente y, necesariamente, cuando lo solicite un número de socios que represente, por lo menos, un 5% del capital social. En este caso, la Junta deberá ser convocada para celebrarse dentro del mes siguiente a la fecha en que se hubiere requerido notarialmente al Órgano de Administración para la convocatoria.

Si la convocatoria no se hace en la forma dispuesta en el párrafo anterior, los socios podrán acudir al Juez de Primera Instancia del domicilio de la Sociedad para que éste haga la convocatoria y designe al Presidente y al Secretario de la Junta que se celebre.

ARTÍCULO 13º. La Junta General deberá reunirse, al menos una vez, dentro de los seis primeros meses de cada ejercicio para censurar la gestión social, aprobar, en su caso, las cuentas del ejercicio anterior y resolver sobre la aplicación del resultado.

La Junta General podrá deliberar y acordar sobre cualquier punto que se someta a su consideración, siempre que, teniendo en cuenta el asunto a decidir, esté válidamente constituida y sea de su competencia conforme a la Ley.

ARTÍCULO 14º. ADOPCIÓN DE ACUERDOS

Los acuerdos sociales se adoptarán por mayoría de los votos válidamente emitidos, siempre que representen al menos un tercio del capital social con derecho a voto, a excepción del acuerdo de la Junta General que decida sobre el ejercicio de la acción de responsabilidad, que requerirá la mayoría prevista legalmente.

Sin embargo, para que la Junta General pueda acordar válidamente el aumento o disminución del capital, la supresión del derecho de preferencia en los aumentos de capital, la exclusión de socios, la transformación, la fusión, la escisión, prórroga o disolución de la sociedad, la autorización a la que se refiere el apartado 1 del artículo 65 y, en general, cualquier modificación de los Estatutos Sociales, será necesario que voten en favor del acuerdo un número de socios que representen, al menos, las dos terceras partes del capital social con derecho de voto.

Se entenderá que la Junta General está válidamente constituida cuando esté presente un número de socios que, teniendo en cuenta el asunto a decidir, permita la adopción de acuerdos para las mayorías establecidas en cada caso.

ARTÍCULO 15º. ASISTENCIA A LAS JUNTAS GENERALES

Todos los socios tienen derecho a asistir a las Juntas Generales.

Los Administradores deberán asistir a las Juntas Generales.

Podrán también asistir los Directores, Gerentes, Apoderados, Técnicos y demás personas que, a juicio del Presidente de la Junta General deban estar presentes en la reunión por tener interés en la buena marcha de los asuntos sociales. El Presidente de la Junta podrá autorizar en principio la asistencia de cualquier otra persona que juzgue conveniente. Pero la Junta General podrá revocar esta última autorización.

Todo socio que tenga derecho de asistir podrá hacerse representar en la Junta General por medio de otra persona, aunque ésta no sea socio, en la forma y con los requisitos establecidos en la Ley de Sociedades de Responsabilidad Limitada.

ARTÍCULO 16º. JUNTA UNIVERSAL

La Junta General quedará previamente constituida para tratar cualquier asunto, sin necesidad de previa convocatoria, siempre que esté presente o representada la totalidad del capital social y los concurrentes acepten por unanimidad la celebración de la reunión y el orden del día de la misma.

La Junta Universal podrá reunirse en cualquier lugar del territorio nacional o del extranjero.

ARTÍCULO 17º. DE LA CELEBRACION DE LA JUNTA GENERAL

Las Juntas Generales se celebrarán en la localidad donde la Sociedad tiene su domicilio, salvo las Universales, que se celebrarán donde se encuentren reunidos los socios que representen la totalidad del capital social.

La Junta General será presidida por el presidente del Consejo de Administración o, en su defecto, o, en su ausencia, el socio que elijan en cada caso por mayoría los socios asistentes a la reunión, presidirá la Junta General.

Actuará como Secretario de la Junta General, quién lo sea del Consejo de Administración, o en su ausencia, el socio que elijan, en cada caso, los socios asistentes a la reunión.

Corresponde al Presidente de la Junta General dirigir las deliberaciones, conceder el uso de la palabra y determinar el tiempo de duración de las sucesivas intervenciones.

ARTÍCULO 18º. DE LAS ACTAS Y CERTIFICACIONES DE LAS REUNIONES DE LA JUNTA GENERAL

De cada sesión de la Junta General se extenderá en el Libro llevado al efecto, Acta de lo ocurrido en ella, así como de los acuerdos tomados, que será firmada por el Presidente y el Secretario. El acta podrá ser aprobada por la propia Junta General o, en su defecto, dentro del plazo de quince días por el Presidente y dos socios Interventores, uno en representación de la mayoría y otro por la minoría.

Los acuerdos de las Juntas Generales podrán acreditarse donde fuere preciso, por medio de certificación.

La formalización en documento público de los acuerdos sociales de la Junta corresponde a las personas que tengan facultad para ello según la legislación.

CAPITULO 2º. DEL ÓRGANO DE ADMINISTRACIÓN Y REPRESENTACIÓN

"ARTÍCULO 19º DEL ÓRGANO DE ADMINISTRACIÓN

La Sociedad será administrada y estará representada por un Consejo de Administración, formado por un mínimo de tres y un máximo de doce miembros, cuyo ámbito de representación se extenderá a todos los actos compatibles con el objeto social. La designación de las personas que hayan de ocupar los cargos de consejero, que no necesitarán ser socios, corresponderá a la Junta General. El nombramiento y la separación de los miembros del Consejo de Administración surtirán efecto desde el momento de su aceptación.

No podrán ser administradores las personas que la Ley 12/1995, de 11 de mayo, o cualquier otra disposición legal declare incompatibles.

El Consejo de Administración se regirá por las siguientes reglas:

1. El Consejo designará de entre los vocales a su Presidente y uno o varios Vicepresidentes por el tiempo y con las funciones que en cada caso se determine. Podrá designar asimismo de entre sus miembros un Secretario y un Vicesecretario que le sustituya en caso de ausencia. El Secretario y Vicesecretario podrán no ser Consejeros.

   El Consejo de Administración se reunirá, al menos, una vez al año para la formulación de cuentas anuales o, en cualquier momento, siempre que lo exija el interés de la Sociedad, en el domicilio social o en cualquier otro lugar, correspondiendo hacer la convocatoria al Presidente, o al que haga sus veces, bien por propia iniciativa, bien a petición de cualquiera de los consejeros. No será necesaria previa convocatoria cuando hallándose presentes todos los consejeros, decidieran por unanimidad celebrar la reunión. La convocatoria se hará con, al menos, cinco días de antelación a la fecha de la reunión, y podrá hacerse por cualquier medio de comunicación individual y escrito, que asegure la recepción por los consejeros.

   La votación por escrito y sin sesión será válida si ningún consejero se opone a ello.

2. Los acuerdos del Consejo tomados en reunión debidamente convocada, serán válidos siempre que en las sesiones en que se adopten se hallen presentes y/o representados, la mitad más uno de los Consejeros por lo menos. Cada Consejero podrá confiar su representación a otro Consejero, pero ninguno de los presentes podrá tener la representación de más de dos ausentes. Los acuerdos se tomarán por mayoría de votos.

   Las discusiones y acuerdos del Consejo se llevarán a un Libro de Actas. Dichas Actas, así como las certificaciones que de las mismas se expidan, serán autorizadas, por el Presidente y Secretario.

3. El Consejo podrá delegar todas o algunas de sus facultades en uno o varios de sus miembros a través de la figura del Consejero Delegado o de la Comisión Ejecutiva, con carácter permanente o transitorio, salvo las indelegables por Ley.

   La delegación permanente de facultades en el Consejero Delegado y la designación de los administradores que hayan de ocupar tal cargo requerirá para su validez el voto favorable de las dos terceras partes de los componentes del Consejo y no producirá efecto alguno hasta su inscripción en el Registro Mercantil.

   Asimismo, el Consejo podrá designar apoderados y Directores, con las facultades que en cada caso les delegue.".

ARTICULO 20º.- PLAZO

La duración del cargo será de cinco años, pudiendo ser reelegidos una o más veces por períodos de igual duración.

TÍTULO V

DEL BALANCE Y REPARTO DE BENEFICIOS

ARTÍCULO 22º. El ejercicio social comenzará el 1 de enero y terminará el 31 de diciembre de cada año natural.

Por excepción, el primer ejercicio se iniciará el día de la firma de la escritura de constitución y concluirá el día 31 de diciembre del mismo año.

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ARTÍCULO 23º. El Órgano de Administración, en los términos previstos en la Ley de Sociedades de Responsabilidad Limitada y demás legislación mercantil aplicable, confeccionará las cuentas anuales, el informe de gestión y la propuesta de aplicación del resultado, así como, en su caso, las cuentas y el informe de gestión consolidados.

ARTÍCULO 24º. Cualquier socio tiene derecho a examinar, dentro de los quince días anteriores a la Junta General que vaya a decidir sobre las cuentas anuales, empleando, para ello el tiempo que considere oportuno, por sí o por persona perita, los documentos que han de ser sometidos a la aprobación de la misma, así como el Informe de Gestión y, en su caso, el Informe de los Auditores de Cuentas.

ARTÍCULO 25º. Los beneficios de la Sociedad se distribuirán de la siguiente forma, de acuerdo siempre con el balance aprobado:

a) La cantidad necesaria para cubrir las atenciones previstas por la Ley o los Estatutos

b) El resto quedará a la libre disposición de la Junta General, que acordará sobre su destino. El acuerdo de distribución de dividendos se ajustará en todo caso a los requisitos exigidos por la Ley, y determinará el momento y la forma de pago.

TÍTULO VI

DISOLUCIÓN Y LIQUIDACIÓN

ARTÍCULO 26º. DISOLUCIÓN

La Sociedad se disolverá por las causas establecidas en la Ley de Sociedades de Responsabilidad Limitada. La Junta General, reunida con los requisitos legales, podrá en cualquier momento acordar la disolución y liquidación de la Sociedad.

ARTÍCULO 27º. NORMAS DE LIQUIDACIÓN

En la liquidación de la Sociedad se observarán las normas establecidas en la Ley y las que complementando éstas, pero sin contradecirlas, haya acordado, en su caso, la Junta General que hubiere adoptado el acuerdo de disolución de la Sociedad.

COMPARECIERON AL OTORGAMIENTO DE LA ESCRITURA ORIGEN DE ESTE ASIENTO:

DON JOSÉ-LUIS GARCÍA-VILLALBA GONZÁLEZ, español, mayor de edad, casado, Doctor Ingeniero de Caminos, Canales y Puertos, domiciliado a estos efectos en Madrid, calle de Gobelas números 35-37.- Titular del D.N.I./N.I.F. número 1.682.640-Y. ----------

INTERVIENE:

En nombre y representación, como Vicepresidente y Consejero Delegado de la Compañía Mercantil Anónima denominada "OBRASCON HUARTE LAIN, S.A.", de nacionalidad española, con C.I.F. A-48010573, domiciliada en Madrid, calle de Gobelas números 35-37, constituida por tiempo indefinido con la denominación de "SOCIEDAD GENERAL DE OBRAS Y CONSTRUCCIONES, S.A. (OBRASCON)", en escritura otorgada ante el Notario que fue de Bilbao, Don Francisco de Santiago y Marín, el día 15 de mayo de 1911, número 288 de protocolo e inscrita en el Registro Mercantil de Bilbao, al tomo 38 del Libro de Sociedades, folio 122, Hoja número 1.708, inscripción 1ª; adaptados sus Estatutos a la vigente Ley de Sociedades Anónimas y cambiada su denominación por la de "SOCIEDAD GENERAL DE OBRAS Y CONSTRUCCIONES OBRASCON, S.A.", en escritura otorgada en Madrid ante el Notario de Madrid Don José-María Lucena Conde, el 12 de Diciembre de 1.990, con el número 2589 de su protocolo, que se inscribió en el Registro Mercantil de Madrid, al tomo 794 general del Libro de Sociedades, folio 40, hoja M-11.125, inscripción 179ª; modificados parcialmente sus estatutos y ampliado su objeto social en escrituras del día 23 de Julio de 1.997 números 1.919 y 1.920 de protocolo, que causaron las inscripciones 236ª y 235ª; nuevamente modificados los estatutos y cambiada su denominación por la de "OBRASCON HUARTE, S.A.", en escritura de 3 de Septiembre de 1.998, número 2.386 de protocolo, que causaron la inscripción 249ª al folio 198, y trasladado su domicilio social al anteriormente indicado en escritura de 23 de Octubre de 1.998, con el número 2.899 de protocolo, que causó la inscripción 254ª del Registro Mercantil, tomo 2.483, folio 2, de la misma Hoja, por acuerdos de la Junta General de Accionistas celebrada el día 20 de Abril de 1.999, elevados a público en escritura otorgada el día 27 de Mayo de 1.999, con el número 273 de protocolo, "OBRASCON HUARTE, S.A." ha absorbido a "CONSTRUCCIONES LAIN, S.A." y cambiado su denominación por la antes indicada de "OBRASCON HUARTE LAIN, S.A.", que se inscribió en el Registro Mercantil de Madrid, al tomo 2.483, libro 0, folio 33, Sección 8ª, Hoja M-11125, inscripción 277ª. ----------

Para el cargo que ejerce el compareciente ha sido nombrado por plazo de cinco años por acuerdos de la Junta General de Accionistas y del Consejo de Administración en sus reuniones del día 20 de Abril de 1.999, habiéndosele delegado todas las facultades de éste último, salvo las indelegables por Ley. Dichos acuerdos fueron elevados a público en la citada escritura de fusión por absorción otorgada el día 27 de Mayo

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de 1.999; y ratificado en su cargo por acuerdo del Consejo Administración del día 9 de junio de 1.999, elevado a público en escritura otorgada el día 1 de Julio de 1.999, con el número 591 de protocolo, que se inscribió en el Registro Mercantil de Madrid, al Tomo 2.483, Libro 0, Folio 62, Sección 8, Hoja M-11125, inscripción 316'. ----------

TERCERO.- **SUSCRIPCIÓN Y DESEMBOLSO.** ----------

El capital social de TRES MIL SEIS(3.006) EUROS, representado por (3.006) PARTICIPACIONES SOCIALES, numeradas del uno al tres mil seis (1 al 3.006), inclusives, de valor nominal de UN (1) EURO cada una de ellas, es asumido íntegramente por el socio único **"OBRASCON HUARTE LAIN, S.A."**. ----------

La Sociedad fundadora ha desembolsado el total valor de las participaciones asumidas, mediante el ingreso de su importe, en metálico, a nombre de la Sociedad, en la Entidad CAIXA DE CATALUNYA, Oficina 0756, en cuenta abierta a nombre de la Sociedad. ----------

acreditan la realidad de tal aportación mediante la exhibición del correspondiente certificado, que se inserta. ----------

CUARTO.- **ORGANO ADMINISTRADOR.**- El socio único fundador, decide que la Sociedad sea regida por un Consejo de Administración y nombra Consejeros de la sociedad, por plazo de cinco años, a las personas que a continuación se indican y quienes aceptarán su nombramiento en acto a parte y manifestarán no estar incursos en causa alguna de incompatibilidad legal ni en ninguna de las prohibiciones o incompatibilidades establecidas en las normas vigentes, en especial las de las Leyes 12/95 de 11 de Mayo y 14/95 de 21 de Abril, de la Comunidad Autónoma de Madrid. ----------

-**DON JOSÉ-ANTONIO FERNÁNDEZ ELÉJAGA**, casado y con D.N.I. número 14.670.451-Q. ----------

-**DON JUAN-MIGUEL FOULQUIE USAN**, casado y con D.N.I./N.I.F. número 2.176.263-A. ----------

-**DON JOSÉ-LUIS GARCÍA-VILLALBA GONZÁLEZ**, casado y con D.N.I./N.I.F. número 1.682.640-Y. ----------

-**DON TOMÁS GARCÍA MADRID**, casado y con D.N.I./N.I.F. número 8.958.314-K. ----------

-**DON JAVIER LÓPEZ MADRID**, casado y con D.N.I./N.I.F. número 811.651-G. ----------

-**DON VICTOR MORTE CASABÓ**, casado y con D.N.I./N.I.F. número 72.636.892-V. ----------

DON JULIÁN NÚÑEZ OLÍAS, casado y con D.N.I./N.I.F. número 207.785-A. ----------

DON JUAN OSUNA GOMEZ, casado y con D.N.I./N.I.F. número 2.526.571-K. ----------

DON JUAN VILLAR-MIR DE FUENTES, casado y D.N.I./N.I.F. número 7210534-B. ----------

Todos, en su caso, mayores de edad, de nacionalidad española y domiciliados a estos efectos en Madrid, calle de Gobelas números 35-37. ----------

QUINTO.- **PROHIBICIONES E INCOMPATIBILIDADES.**- El compareciente, según interviene hace constar expresamente que queda prohibido ocupar y ejercer cargos en la sociedad a las personas incursas en las causas legales, en especial las que determinan las leyes referidas en la cláusula CUARTA. ----------

Se acompañan nueve escritos de fecha 28 de Noviembre de 2000, suscritos por Don Jose Luis Garcia Villalba Gonzalez, Don Juan Villar-Mir de Fuentes, Don Javier Lopez Madrid, Don Juan Osuna Gomez, Don Victor Morte Casabo, Don Jose Antonio Fernandez Elejaga, Don Tomas Garcia Madrid, Don Juan M. Foulquie Usan y Don JUlian Nuñez Olias, cuyas firmas estan debidamente legitimadas por el Notario autorizante, mediante los cuales dichos señores aceptan el nombramiento como Consejeros del Consejo de Administracion de la Sociedad que se inscribe y manifiestan no hallarse incursos en incompatibilidad legal alguna. Dichos escritos quedan archivados en este Registro con el numero 6681 de su legajo correspondiente.. Se acompaña escritura de designacion de cargos y delegacion de facultades, mas adelante relacionada, a cuyo otorgamiento concurrio: DON JOSE MARIA DEL CUVILLO PEMAN, mayor de edad, casado, vecino de Madrid, con domicilio a estos efectos en la calle de Gobelas, 35-37; con DNI numero 31229245Y. INVERVIENE: en nombre y representacion, como Secretario del Consejo de Administracion de la Sociedad que se inscribe. Ha sido nombrado para el cargo que ostenta por acuerdo del Consejo de Administracion en su reunion del dia 1 de Diciembre de 2000, segun resulta de la certificacion que se inserta expedida el 29 de Enero de 2001 por el Secretario del Consejo

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de Administracion, dicho compareciente, con el visto bueno del Presidente, Don Juan Villar-Mir de Fuentes, cuyas firmas estan debidamente legitimadas por el Notario autorizante; por la que eleva publico los acuerdos adoptados por unanimidad en dicha reunion, con asistencia de todos sus miembros y cuyo apta fue aprobada por unanimidad, los cuales son los siguientes:

"PRIMERO.- TOMA DE POSESIÓN DE LOS SEÑORES CONSEJEROS.

Los miembros del Consejo de Administración de la Sociedad fueron nombrados para ejercer dicho cargo por un periodo de cinco años, en la escritura fundacional

Los Sres. Consejeros, que aceptaron sus nombramientos mediante carta enviada a la Sociedad, presentes en la reunión, ratifican su aceptación manifestando no estar incursos en causa de prohibición o incompatibilidad legal o estatutaria de clase alguna y, en especial, las previstas en la Ley 12/1995 de 11 de mayo y en la Ley 14/1995 de 21 de mayo, de la Comunidad de Madrid ésta última.

De acuerdo con lo anterior, el Consejo de Administración de la Sociedad queda integrado por los siguientes miembros:

- D. Juan VILLAR-MIR DE FUENTES, de nacionalidad española, mayor de edad, casado, con N.I.F. nº 7.210.534-B y con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 91, 9ª planta.

- D. José Luis GARCÍA-VILLALBA GONZÁLEZ, de nacionalidad española, mayor de edad, casado, con N.I.F. nº 1.682.640-Y, y con domicilio a estos efectos en Madrid, calle Gobelas, nº 35-37.

- D. Julián NÚÑEZ OLÍAS, de nacionalidad española, mayor de edad, casado, con N.I.F. nº 207.785-A, y domicilio a estos efectos en Madrid, calle Gobelas, nº 35-37.

- D. José Antonio FERNÁNDEZ ELÉJAGA, de nacionalidad española, mayor de edad, casado, con N.I.F. nº 14.670.451-Q, y domicilio a estos efectos en Madrid, calle Gobelas nº 35-37

- D. Juan-Miguel FOULQUIÉ USÁN, de nacionalidad española, mayor de edad, casado, con N.I.F. nº 2.176.263-A, y domicilio a estos efectos en Madrid, calle Gobelas nº 35-37.

- D. Tomás GARCÍA MADRID, de nacionalidad española, mayor de edad, casado, con N.I.F. nº 8.958.314-K y con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 91, 9ª planta.

- D. Javier LÓPEZ MADRID, de nacionalidad española, mayor de edad, casado, con N.I.F. nº 811.651-G y con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 86, 7ª planta.

- D. Victor MORTE CASABÓ, de nacionalidad española, casado, con N.I.F. nº 72.636.892-V, y con domiciiio a estos efectos en Madrid, calle Gobelas, nº 35-37.

- D. Juan OSUNA GÓMEZ, de nacionalidad española, casado, con N.I.F. nº 2.526.571-K, y con domicilio a estos efectos en Madrid, calle Arturo Soria, nº 336 ".

"SEGUNDO.- DESIGNACIÓN DE CARGOS DENTRO DEL CONSEJO DE ADMINISTRACIÓN Y DELEGACIÓN DE FACULTADES.

Se acuerda por unanimidad nombrar a D. Juan Villar-Mir de Fuentes Presidente del Consejo de Administración y a D. Jose Luis García-Villalba González y D. Julián Nuñez Olías Vicepresidente Primero y Vicepresidente Segundo respectivamente. Todos ellos aceptan la designación deferida comprometiéndose a desempeñar sus cargos bien y fielmente.

También se acuerda por unanimidad nombrar Secretario, no Consejero, a D. José María del Cuvillo Pemán, mayor de edad, con domicilio a estos efectos en Madrid, calle Gobelas, núm 35-37, y con N.I.F. nº 31.229.245-Y.

D. José María del Cuvillo Pemán, presente en la reunión, acepta el cargo y manifiesta no estar incurso en incompatibilidad legal alguna y en especial en ninguna de las recogidas en la Ley 12/1995, de 11 de mayo y en la Ley 14/1995, de 21 de abril, de la Comunidad de Madrid.

Finalmente, el Consejo acuerda por unanimidad delegar, con carácter permanente, todas las facultades del Consejo en D. Juan Villar-Mir de Fuentes, el cual acepta expresamente la referida delegación.

Tras los nombramientos y delegaciones efectuadas la composición del Consejo de Administración queda de la siguiente manera:

PRESIDENTE Y CONSEJERO DELEGADO:

D. Juan Villar-Mir de Fuentes

VICEPRESIDENTE PRIMERO:

D. José Luis García-Villalba González

VICEPRESIDENTE SEGUNDO:

D. Julián Nuñez Olías

VOCALES:

D. José Antonio Fernández Eléjaga
D. Juan-Miguel Foulquié Usán
D. Tomás García Madrid
D. Javier López Madrid
D. Victor Morte Casabó.
D. Juan Osuna Gómez

SECRETARIO NO CONSEJERO:

D. Jose María del Cuvillo Pemán"

CONSTITUCION
NOMBRAMIENTO
DECL.UNIPERSONALIDAD

1 No figura registrada la denominacion social de esta Compañia segun certificacion del Registro Mercantil Central numero 2000/208346 que se inserta. Se acompaña escritura de modificacion parcial de Estatutos, mas adelante relacionada, presentada en este Registro el dia 19 de Abril de 2001, con el numero 6392, segun asiento de presentacion 133 del Diario 1073, a cuyo otorgamiento concurrio DON JOSE MARIA DEL CUVILLO PEMAN en nombre y representacion de la Sociedad que se inscribe, como Secretario del Consejo de Administracion de la.misma y como Vicesecretario del Consejo de "OBRASCON HUARTE LAIN, SA". Y al efecto EXPONE: El Socio Unico de la Sociedad objeto de esta hoja, "OBRASCON HUARTE LAIN, SA", con fecha 2 de Abril de 2001, decidio la moficicacion de los articulo 19 y 21 de los Estatutos, en la forma que consta en la certificacion de toma de decisiones que se inserta, expedida el dia 26 de Febrero de 2001 por el Vicesecretario, Don Jose Maria del Cuvillo Peman, con el visto bueno del Vicepresidente, Don Jose Luis Garcia Villalba Gonzalez, del Consejo de Administracion del Socio Unico, cuyas firmas estan debidamente legitimadas. En consecuencia, se modifica el articulo 19 y no se inscribe el articulo 21, como se dira mas adelante, de los Estatutos Sociales, quedando el articulo 19 debidamente redactado en los terminos consignados en su lugar correspondiente. EN SU VIRTUD INSCRIBO LA CONSTITUCION DE LA SOCIEDAD DE CARACTER UNIPERSONAL "OHL CONCESIONES

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SL", ASI COMO LA TOTAL SUSCRIPCION Y DESEMBOLSO DEL CAPITAL SOCIAL, NOMBRAMIENTO DEL CONSEJO DE ADMINISTRACION, DELEGACION DE FACULTADES Y ACEPTACION DE CARGOS. NO SE INSCRIBE ART. 21 POR NO AJUSTARSE A LAS RESOLUCIONES D.G.R. y N. 18 Y 20-FEBRERO-1991. ASI RESULTA de Primera Copia de la escritura autorizada por el Notario de MADRID, LOPEZ CONTRERAS CONDE PILAR, el dia 27 DE NOVIEMBRE DE 2000, con el numero 2820 de su Protocolo. Otra autorizada por el Notario de MADRID, LOPEZ CONTRERAS CONDE PILAR, el dia 7 DE FEBRERO DE 2001, con el numero 277 de su Protocolo. Otra autorizada por el Notario de MADRID, LOPEZ CONTRERAS CONDE PILAR, el dia 5 DE ABRIL DE 2001, con el numero 1002 de su Protocolo. Presentada en este Registro el dia 9 DE MAYO DE 2001, con el numero 2049, segun asiento de presentacion 32 Del Diario 1078 . RETIRADO SIN ASIGNAR el dia 17 DE MAYO DE 2001. REENTRADA A ASIGNACION el dia 21 DE MAYO DE 2001 . Madrid, a Veintiuno de Mayo de Dos Mil Uno.

Hons. S/M y L.D.

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5 'OHL CONCESIONES, S.L."'.-Don JOSE MARIA DELCUVILLO PEMAN Y DON JUAN MIGUEL FOULQUIE USAN. el primero Interviene en en nombre y representacion de la sociedad de esta hoja, como Secretario del consejo de Administracion de la misma, debidamente facultado y llevando a cumplimiento lo acordado por las decisiones tomadas por el Socio Unico, con fecha que luego se dira, segun resulta de certificacion inserta. Y el segundo en nombre de la Sociedad "OHL CONCESIONES, S.L." la cual es Socio Unico de esta Sociedad, actuando como Consejero Delgado de la misma. Dichos señores han otorgado la escritura que motiva este asiento a cuyo efecto, dejan elevados a publico los siguientes acuerdos:

Que según consta en el libro de actas de la Sociedad, el pasado 28 de septiembre de 2001 el Socio Único de la misma, OBRASCON HUARTE LAIN, S.A., adoptó en Madrid, en el domicilio social, los acuerdos que a continuación transcribo literalmente:—

"De conformidad con la propuesta del Consejo de Administración de OHL Concesiones, S.L. y el informe emitido por el mismo, se acuerda ampliar el capital social de OHL Concesiones, S.L. en la cantidad de veintitrés millones ciento veintiocho mil quinientos veintiocho (23.128.528) euros, mediante la emisión de 23.128.528 nuevas participaciones de un (1) euro de valor nominal cada una de ellas, iguales, acumulables e indivisibles, que no podrán incorporarse a títulos negociables, de iguales derechos que las preexistentes, y numeradas correlativamente del 3007 al 23.131.534, ambos inclusive.——

Las nuevas participaciones se emiten por su valor nominal y con una prima de asunción de 2,03030314578 euros por participación, lo que supone una prima total de 46.957.923,1557 euros.——

El contravalor de las participaciones emitidas con ocasión de esta ampliación de capital lo constituirán las siguientes aportaciones no dinerarias: ——

Un millón setecientas diez mil doscientas cincuenta y nueve acciones de la sociedad **TACEL INVERSIONES, S.A.**, íntegramente suscritas y desembolsadas, números 8.567.742 a 10.278.000, ambos inclusive, de un euro de valor nominal por acción:——

Valoración de la aportación.- Se valora la presente aportación no dineraria en **1.710.259 euros**, equivalente al valor neto contable en libros de la aportante. La aportación se efectuará como contravalor de la suscripción y desembolso de 564.385 participaciones nuevas, números 3.007 a 567.391, ambos inclusive. ——

Novecientas cincuenta y tres mil setecientas setenta y cinco acciones de la sociedad **ALAZOR INVERSIONES, S.A.**, íntegramente suscritas y desembolsadas, 5.404.726 a 6.358.500, ambos inclusive, de diez euros de valor nominal por acción:——

Valoración de la aportación.- Se valora la presente aportación no dineraria en **9.537.750 euros**, equivalente al valor neto contable en libros de la aportante. La aportación se efectuará como contravalor de la suscripción y desembolso de 3.147.457 participaciones nuevas, números 567.392 a 3.714.848, ambos inclusive. ——

Un millón quinientas siete mil quinientas acciones de la sociedad **EUROGLOSA 45, Concesionaria de la Comunidad de Madrid, S.A.**, números 1 a 1.507.500, ambos inclusive, que representan el 60,30% del capital social, totalmente suscrito y desembolsado, de 6,01 euros de valor nominal. Estan gravadas con una prenda constituida en garantía de las obligaciones que como fiador solidario asumió OHL, S.A.

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frente a los acreedores del crédito sindicado que EUROGLOSA 45 Sociedad Concesionaria de la Comunidad de Madrid, S.A. formalizó el 18 de julio de 2000 en escritura otorgada ante el notario de Madrid D. Miguel Ruiz-Gallardón García de la Rasilla al nº 2.586 de su protocolo. ——————————————————

Valoración de la aportación.- Se valora la presente aportación no dineraria en **9.360.763,53 euros,** equivalente al valor neto contable en libros de la aportante. La aportación se efectuará como contravalor de la suscripción y desembolso de 3.089.052 participaciones nuevas, números 3.714.849 a 6.803.900, ambos inclusive. ——————

Ochenta y seis millones novecientas noventa y nueve mil novecientas noventa y nueve participaciones de la sociedad **OBRASCON HUARTE LAIN BRASIL LTDA** (sociedad brasileña), de un real de valor nominal, íntegramente suscritas y pendiente de desembolsar 178.208.599 pesetas, que representan el 99,99% del capital social de la Sociedad. De las expresadas participaciones 84.285.168 se encuentran desembolsadas íntegramente y 2.714.832 se encuentran pendientes de desembolso. ——————

Valoración de la aportación.- Se valora la presente aportación no dineraria en **49.477.678,63 euros,** equivalente al valor bruto contable en libros de la aportante. La aportación se efectuará como contravalor de la suscripción y desembolso de 16.327.634 participaciones nuevas, números 6.803.901 a 23.131.534, ambos inclusive. ——————

La nuevas participaciones se asumen y desembolsan íntegramente en este acto por el socio único, OBRASCON HUARTE LAIN, S.A.. ——————————————

Como consecuencia del aumento de capital acordado en este acto, se acuerda la modificación del art. 5º de los estatutos sociales de OHL CONCESIONES, SL, para su adaptación a la nueva cifra del capital social, que a partir de la fecha en que se produzca el desembolso de las participaciones tendrá la siguiente redacción: ——————————

"Artículo Quinto.- El capital social se fija en la cifra de veintitres millones ciento treinta y un mil quinientos treinta y cuatro (23.131.534) euros y se encuentra íntegramente suscrito y desembolsado y está dividido en 23.131.534 participaciones sociales, iguales, acumulables e indivisibles de UN EURO de valor nominal cada una, numeradas correlativamente del nº 1 al 23.131.534, ambos inclusive."

Someter la operación de aumento de capital al régimen especial de fusiones, escisiones, aportaciones de activos y canje de valores contenido en el Capítulo VIII del Título VIII de la Ley 43/1995, del Impuesto de Sociedades, en sus artículos 108 y siguientes, en la disposición adicional octava de la misma, y en las demás normas concordantes y complementarias. ——————————————————

Con motivo de la adquisición de las acciones de EUROGLOSA 45, Concesionaria de la Comunidad de Madrid, S.A., se acuerda por unanimidad la subrogación en la posición contractual de OBRASCON HUARTE LAIN, S.A. en el contrato de crédito sindicado con garantía pignoraticia otorgado el 18 de julio de 2000 ante el notario de Madrid D. Miguel Ruiz-Gallardón García de la Rasilla al nº 2.586 de su protocolo, con Banco Bilbao Vizcaya Argentaria y Banco Santander Central Hispano, S.A., entre otros, por importe de ONCE MIL QUINIENTOS MILLONES (11.500.000.000) DE PESETAS, cuyo contenido conoce el Consejo, y con motivo de ello aceptar el mantenimiento de la prenda existente sobre dichas acciones. ——————————————————

5 El Organo de Administracion de esta Sociedad, aprueba la valoracion de las aportaciones y declara que se ha tomado razon en el Libro Registro de la titularidad de las nuevas participaciones sociales. MEDIANTE ACTA autorizada en Madrid el 11 de Abril de 2002, con el numero 696 de protocolo, el Notario de Madrid DOÑA PILAR LOPEZ CONTRERAS CONDE, aclara o subsana la escritura que es origen principal de este asiento, en el sentido siguiente:

1.- Que en dicha escritura se formaliza un aumento de capital íntegramente desembolsado mediante aportaciones no dinerarias, en concreto, de acciones y/o par-

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ticipaciones en el capital de otras Sociedades. Así resulta del título, calificación y clausulado de la escritura y acuerdos que la motivan, según la certificación protocolizada. ----------

En la presente escritura no se transmiten deudas. -

2.- En la valoración de las acciones de OHL BRASIL LIMITADA, donde se dice "pesetas" ha de leerse "euros" y viceversa, tal como fácilmente puede colegirse de la certificación protocolizada, a la que me he remitido.

3.- Los valores que se expresan para todas las participaciones son VALORES TEORICOS CONTABLES, es decir, los que figuran en los libros de la aportante, requisito imprescindible para la obtención de la neutralidad fiscal que pretende el citado régimen fiscal contenido en el Título VIII del Impuesto de Sociedades. ---------

4.- Las acciones de EUROGLOSA 45 se valoran en la cantidad que se ha expresado, o sea, el valor que arroja la contabilidad de la aportante. Y ello es así aunque su titular (OBRASCON HUARTE LAIN, S.A.) las haya pignorado para garantizar el crédito de un tercero (EUROGLOSA) y se haya convertido en fiador (real). Así lo indica la escritura. También se indica que asume cumulativamente la posición de fiador (personal). ---------

Puesto que la prenda, como derecho real de realización de valor, no disminuye el valor del bien, ni el aportante ni el adquirente se subrogan en la posición de deudor, y no hay asunción de deuda, no puede hablarse de valor neto ni cabe otro valor que el expresado en la escritura. ----------

5.- Las acciones que se aportan no están sujetas a limitaciones estatutarias, tal como se ha expresado en la escritura, que goza de los efectos de la fé pública, y por tanto, su contenido se presume exacto, y ello

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exige suponer que el Notario autorizante no ha infringido la Ley, puesto que está obligado a exigir y observar cuantos requisitos sean necesarios para la validez del negocio jurídico. ----------

5 EN SU VIRTUD INSCRIBO los expresados acuerdos de AUMENTO DE CAPITAL SOCIAL . Asi resulta de copia de la escritura autorizada por el Notario de MADRID, LOPEZ CONTRERAS CONDE PILAR, el día 29 de Octubre de 2001, con el número 002700 de su protocolo. Presentada copia en este Registro junto con el acta relacionada, el día veintiseis de Febrero de dos mil dos, con el numero 1/2002/8295, según Asiento de Presentación 1239 del diario 1180.- Madrid a veinticinco de Abril de dos mil dos ! Hons. S/M y L. D.

AUMENTO DE CAPITAL
REMITIDOS DATOS REGLAMENTARIOS AL REMC. MADRID A 13 DE SEPTIEMBRE DE 2002.

6 OHL CONCESIONES SL.- Concurrieron al otorgamiento de la escritura que se inscribe: Don Jose María del Cuvillo Pemán, y Don Juan Miguel Foulquie Usan, intervienen: Don José María del Cuvillo Pemán en representación de la sociedad de esta hoja, como Secretario no Consejero de la misma, cumplimenta las decisiones tomadas por el Socio Unico de la sociedad en fecha 29 de Mayo de 2002, quedando el acta aprobada por el Socio Unico, según certificación inserta, ha otorgado la escritura que se inscribe por la que eleva a públicos las decisiones que mas adelante se dirán. Y Don Juan Manuel Foulquie Usan, interviene en representación de la sociedad Obrascon Huarte Lain SA, que es el Socio Unico de la sociedad de esta hoja; sus datos de identidad constan en la inscripción 1ª de esta hoja; actua como Consejero Delegado de dicha sociedad. Dichos señores tal y como intervienen han otorgado la escritura que se inscribe y al efecto exponen:

----------EXPONEN----------

I. BIENES OBJETO DE LA PRESENTE ESCRITURA.----------

Que la Sociedad OBRASCON HUARTE LAIN, S.A. es dueña en pleno dominio, de los siguientes bienes: --------

1.-) SEIS MIL CUATROCIENTAS acciones nominativas, números 17.601 al 24.000 ambos inclusive, de cien Euros de valor nominal cada una, de la Sociedad "MUELLES Y ESPACIOS PORTUARIOS, S.A., constituida por tiempo indefinido mediante escritura pública otorgada ante el Notario de Barcelona Don Daniel Tello Blanco el día 1 de Agosto de 1.991, con el número 3.437 de su protocolo, domiciliada en Madrid, calle Arturo Soria, número 336. Figura inscrita en el Registro Mercantil de Madrid, al tomo 1.804, folio 198, sección 8ª, hoja M-32.567 y con CIF A-80099732. ----------

TITULO.- Compra a la Sociedad Anónima Trabajos y Obras, en escritura otorgada ante mi presencia el día 21 de Junio de 2.002 con el número 1.735 de mi protocolo.--------

CARGAS. Las acciones descritas se encuentran totamente desembolsadas y libres cargas y gravámenes, así como de pignoraciones o affecciones de clase alguna. ---------

2.-) DOS MIL TRESCIENTAS VEINTE acciones al portador, números 1 al 293, 372 al 2.396 y 2.399 al 2.400 todas inclusive, de doscientos cuarenta Euros con cuarenta céntimos de Euro de valor nominal cada una, de la Sociedad "NAUTIC PALAMOS, S.A.", domiciliada en Barcelona, Plaza de San Gregorio Taumaturgo, número 5, constituida por tiempo indefinido en escritura otorgada ante el Notario de Barcelona, Don Lorenzo Valverde Galán, el día 18 de Abril de 1.986, e inscrita en el Registro Mercantil de Barcelona, al tomo 7.627, libro 6.892 de la Sección 2ª, folio 1, hoja número 90.046, inscripción 1ª, con CIF A-58185943. --

TITULO.- En cuanto a los números 1 al 293 ambos inclusive, por compra a la Sociedad Gestora de Viviendas, S.A., en escritura otorgada ante el Notario de Barcelona, Doña Catalina Nadal Reus, el día 20 de Abril de 1.994 con el número 722 de protocolo. ----------

En cuanto a los números 372 al 771 ambos inclusive, por compra a la Sociedad "ALCROS, S.A.", en escritura otorgada ante el Notario de Barcelona, Doña Catalina Nadal Reus, el día 20 de Abril de 1.994 con el número 719 de

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protocolo.----------

En cuanto a los números 772, 1.182 y 1.183 todas inclusive, por compra a la Sociedad ANTANA, S.A., en escritura otorgada ante el Notario de Madrid, Don Miguel Angel García-Ramos Iturralde, el día 22 de Abril de 1.994 con el número 1.251 de su protocolo. ----------

En cuanto a los números 791, 792 y 793 todas inclusive, por compra a Don Vicente Sánchez Piñol, en escritura otorgada ante el Notario de Barcelona Don Wladimiro Gutierrez Alvarez, el día 16 de Junio de 1.994 con el número 1.541 de su protocolo. ----------

En cuanto a los números 797 al 1.181 y 1.212 al 2.396, todas inclusive, por compra a la Sociedad ESTACIONAMIENTO SUBTERRÁNEOS, S.A., en póliza firmada ante el Agente de Cambio de Bolsa Don Manuel Richi Alberti el día 13 de Junio de 1.995.----------

En cuanto a la número 2.399, por compra a Don Leopoldo Rodés Castañé, en escritura firmada ante el Notario de Barcelona, Doña Catalina Nadal Reus, el día 20 de Abril de 1.994 con el número 721 de su protocolo.----------

Y en cuanto a la número 2.400 por compra en póliza suscrita ante la Agencia de Valores y Bolsa Pentor, el día 20 de Abril de 1.994. ----------

CARGAS. Las acciones descritas se encuentran totalmente desembolsadas y libres cargas y gravámenes, así como de pignoraciones o afecciones de clase alguna. -------

II. Expuesto cuanto antecede, el señor compareciente, conforme interviene,----------

----------OTORGAN ----------

Primero. Elevación a público. ----------

Don José María del Cuvillo Pemán conforme interviene, eleva a público los acuerdos adoptados por el Socio Unico, la Sociedad Obrascon Huarte Lain, S.A., el día 29 de Mayo del 2.002, los cuales obran en la certificación que se inserta.

Segundo. Aumento de capital.----------

Como consecuencia de lo anterior: ----------

a) Aumento de capital.----------

Queda AUMENTADO EL CAPITAL SOCIAL de la entidad en la cifra de UN MILLON DOSCIENTOS DIEZ MIL EUROS (1.210.000 €), mediante la creación de nuevas participaciones sociales, en los términos reseñados en la unida certificación.----------

b) Adjudicación y desembolso.----------

Declara el compareciente: ----------

1. Que las nuevas participaciones sociales han sido adjudicadas a su titular; que su identidad, numeración de las participaciones asignadas, y expresión de las que corresponden a aportaciones no dinerarias constan en la unida certificación; así como que dicha titularidad se ha hecho constar en el Libro Registro de socios. ----------

2. Que el aumento de capital acordado ha sido íntegramente desembolsado en los términos previstos mediante nuevas aportaciones y que, asimismo, el pago de la prima acordada ha sido íntegramente satisfecho en el momento del desembolso. ----------

3. Que, en consecuencia, queda totalmente desembolsado el capital social. ----------

c) Modificación de Estatutos.----------

Se modifica el artículo número «5º» de los Estatutos sociales, cuya nueva redacción obra en la unida certificación., que se inserta.

d) Aportaciones.----------

APORTACIONES NO DINERARIAS. ----------

En relación a las aportaciones no dinerarias efectuadas, manifiestan los comparecientes: ----------

Que la descripción de las aportaciones no dinerarias así como la identidad de quien la efectuó y la numeración de las participaciones sociales a que corresponden, constan en la exposición de la presente escritura y en la certificación unida a la misma.----------

Título y valoración: Que las citadas aportaciones se efectúan en pleno dominio, y libres de toda carga o, gravamen, arrendamiento, o responsabilidad, por su valor de 1.210.000 Euros, equivalente al valor nominal de las participaciones creadas, más la correspondiente prima de emisión de 2,030303 Euros por participación, lo que hace un total de 3.666.666,63 Euros. ----------

Informe de Administradores: Que el acuerdo de la Junta se adoptó a la vista del informe de los Administradores previsto en el art. 74.3 de la Ley. ----------

Que de los Estatutos por los que actualmente se rige las Sociedades Muelles y Espacios Portuarios, S.A., no

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existe limitación alguna a la aportación realizada en esta escritura.----------

Don Juan Miguel Foulquie Usan, según interviene presta su consentimiento y ratifica la aportación a la entidad «OHL CONCESIONES, S.L., que, por su representación adquiere, del pleno dominio de los bienes descritos en la exposición. ----------

Dicha aportación se efectúa en los términos y por los valores resultantes de la unida certificación inserta.

Cuarto. Inscripción. ----------

Se solicita la inscripción en el Registro Mercantil del contenido de la presente escritura, incluso parcial si a juicio del Sr. Registrador algún defecto impidiere la total. --------

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DECISIONES DEL SOCIO UNICO

"De conformidad con la propuesta del Consejo de Administración de OHL Concesiones, S.L. y el informe emitido por el mismo, se acuerda ampliar el capital social de OHL Concesiones, S.L. en la cantidad de UN MILLÓN DOSCIENTOS DIEZ MIL EUROS (1.210.000 €), mediante la emisión de 1.210.000 nuevas participaciones de un (1) euro de valor nominal cada una de ellas, iguales, acumulables e indivisibles, que no podrán incorporarse a títulos negociables, de iguales derechos que las preexistentes, y numeradas correlativamente del 23.131.535 al 24.341.534, ambos inclusive.

Las nuevas participaciones se emiten por su valor nominal y con una prima de asunción de 2,030303 euros por participación.

El contravalor de las participaciones emitidas con ocasión de esta ampliación de capital lo constituirán las siguientes aportaciones no dinerarias:

- Seis mil cuatrocientas acciones de la sociedad MUELLES Y ESPACIOS PORTUARIOS, S.A., íntegramente suscritas y desembolsadas, números 17.601 a 24.000 ambos inclusive, de cien euros de valor nominal cada acción, que representa el 20% del capital social de la Sociedad.

  Valoración de la aportación.- Se valora la presente aportación no dineraria en 661.606,11 euros, equivalente al valor en libros de la aportante. La aportación se efectuará como contravalor de la suscripción y desembolso de 218.330 participaciones nuevas, números 23.131.535 a 23.349.864, ambos inclusive.

- Dos mil trescientas veinte acciones de la sociedad NAUTIC PALAMOS, S.A., que representan el 96,67% del capital social de la Sociedad, de doscientos cuarenta euros con cuarenta céntimos (240,40€) de valor nominal cada acción, totalmente suscritas y desembolsadas.

  Valoración de la aportación.- Se valora la presente aportación no dineraria en 3.005.060,52 euros, equivalente al valor neto contable en libros de la aportante. La aportación se efectuará como contravalor de la suscripción y desembolso de 991.670 participaciones nuevas, números a 23.349.865 al 24.341.534, ambos inclusive.

Las nuevas participaciones se asumen y desembolsan íntegramente en este acto por el socio único, OBRASCON HUARTE LAIN, S.A.

Como consecuencia del aumento de capital acordado en este acto, se acuerda la modificación del art. 5º de los estatutos sociales de OHL CONCESIONES, SL, Unipersonal para su adaptación a la nueva cifra del capital social, que a partir de la fecha del desembolso de las participaciones tendrá la siguiente redacción:

"Artículo Quinto.- El capital social se fija en la cifra de veinticuatro millones trescientos cuarenta y un mil quinientos treinta y cuatro (24.341.534) euros y se encuentra íntegramente suscrito y desembolsado y está dividido en 24.341.534 participaciones sociales, iguales, acumulables e indivisibles de UN EURO de valor nominal cada una, numeradas correlativamente del nº 1 al 24.341.534, ambos inclusive."

Someter la operación de aumento de capital al régimen especial de fusiones, escisiones, aportaciones de activos y canje de valores contenido en el Capítulo VIII del Título VIII de la Ley 43/1995, del Impuesto de Sociedades, en sus artículos 108 y siguientes, en la disposición adicional octava de la misma, y en las demás normas concordantes y complementarias.

Se faculta especial y solidariamente al Presidente y al Secretario del Consejo de Administración para que cualquiera de ellos, indistintamente, comparezca ante Notario para elevar a público los acuerdos adoptados, y practiquen cuantas gestiones sean precisas hasta lograr su inscripción, cuando proceda, en los registros públicos correspondientes, otorgando, si fueran precisos, documentos aclaratorios o subsanatorios de los iniciales y solicitando en su caso, la inscripción parcial, en atención a la calificación verbal o escrita del Registro Mercantil. De igual forma se les faculta para que suscriban y remitan cuantas comunicaciones a las autoridades tributarias sean precisas para someter la operación al régimen especial tributario referido en el punto 4º de este acta, efectuando ante aquellas cuantas gestiones sean necesarias a tal fin.

6 EN SU VIRTUD INSCRIBO EL EXPRESADO AUMENTO DE CAPITAL SOCIAL . Asi resulta de copia de la escritura autorizada por el Notario de MADRID, RECARTE CASANOVA MARTIN MARIA, el día 5 de Julio de 2002, con el número 2002/1876 de su protocolo. Presentada copia en este Registro con el número 1/2002/65276 el día trece de Agosto de dos mil dos, según Asiento de Presentación 605 , del diario 1236. Madrid a doce de Septiembre de dos mil dos. Hnos. S/M y L.D.

ARTICULO DE LOS ESTATUTOS

Remitidos al R.M.C. los datos reglamentarios dentro del plazo previsto en el articulo 384 RRM

7 OHL CONCESIONES SL'.-DON JOSE MARIA DEL CUVILLO PEMAN, en nombre y representacion de la Sociedad de esta Hoja, como Secretario no Consejero de la misma, facultado por la Junta General Extraordinaria Universal de fecha **28 de Noviembre de 2002** segun certificacion inserta, cuya acta resulto debidamente aprobada al termino de la misma, ha otorgado la escritura que se inscribe por la que eleva a publico lo acordado unanimemente en dicha reunion, que es lo siguiente:

"PRIMERA.- MODIFICACION DEL ARTICULO 21º DE LOS ESTATUTOS SOCIALES.

"Se acuerda modificar el carácter de gratuidad del cargo de consejero estableciendo el sistema de retribución del mismo.

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REGISTRO MERCANTIL DE

TOMO	SEC.	LIBRO	HOJA
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NOTAS MARGINALES	N.º DE ORDEN INSCRIP.

En consecuencia, se modifica el Artículo 21º de los Estatutos Sociales, que queda redactado como a continuación se indica:

"ARTÍCULO 21º.- RETRIBUCIÓN

La retribución de los administradores estará establecida, y se fijará por la Junta General, en una cantidad fija o dieta por cada asistencia a las reuniones del Consejo de Administración, y una participación en beneficios que no excederá del tres por ciento, que sólo podrá ser detraída de los beneficios líquidos y después de estar cubiertas las atenciones de la reserva legal y de haberse reconocido a los socios un dividendo del cuatro por ciento.

La retribución prevista en este artículo será compatible y se atenderá independiente de los sueldos, retribuciones, indemnizaciones, pensiones o compensaciones de cualquier clase establecidos con carácter general o singular en cada contrato para aquellos miembros del Consejo de Administración que mantengan con la sociedad una relación laboral - común o especial de alta dirección- o de prestación de otra clase de servicios, que se entenderán compatibles con la condición de miembros del Consejo de Administración, y sin perjuicio de que tales conceptos retributivos habrán de hacerse constar en la Memoria anual de los términos previstos en el artículo 200.12ª de la Ley de Sociedades Anónimas y demás disposiciones aplicables."

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EN SU VIRTUD INSCRIBO LOS EXPRESADOS ACUERDOS DE MODIFICACION DEL ARTICULO 21 DE LOS ESTATOTOS SOCIALES.- . . Asi resulta de copia de la escritura autorizada por el Notario de MADRID, RECARTE CASANOVA JAIME, el día 29 de Enero de 2003, con el número 502/2003 de su protocolo, que fue presentada en este Registro con el numero 1/2003/18879 el día once de Febrero de dos mil tres, según Asiento de Presentación 956 del diario 1287 . Madrid a dieciocho de Febrero de dos mil tres. Hons. SM y L/D.

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AMPLIACION DE CAPITAL

Remitidos al R.M.C. los datos reglamentarios dentro del plazo previsto en el articulo 384 RRM

9 'OHL CONCESIONES SL'.-DON JOSE MARIA DEL CUVILLO PEMAN, en nombre y representación de la Sociedad de ésta Hoja, como Secretario no Consejero de la misma, debidamente facultado y llevando a cumplimiento lo acordado por el Socio Unico, "OBRASCON HUARTE LAIN SA", con fecha diez de julio de dos mil tres, en el domicilio social, según resulta de certificación inserta, en la que consta la aprobación del acta de la misma, ha otorgado la escritura que se inscribe, en la que se eleva a público las decisiones adoptadas por el Socio Unico, que son las siguientes:

- "De conformidad con la propuesta del Consejo de Administración de OHL Concesiones, S.L., Unipersonal y el informe emitido por el mismo, se acuerda ampliar el capital social de OHL Concesiones, S.L. en la cantidad de CINCUENTA MILLONES DE EUROS (50.000.000 €), mediante la emisión de cincuenta millones (50.000.000) de nuevas participaciones de un (1) euro de valor nominal cada una de ellas, iguales, acumulables e indivisibles, que no podrán incorporarse a títulos negociables, de iguales derechos que las preexistentes, y numeradas correlativamente del 24.341.535 a 74.341.534, ambos inclusive.

Las nuevas participaciones se emiten por su valor nominal y con una prima de asunción de 1,954 euros por participación.

El contravalor de las nuevas participaciones sociales se hace efectivo mediante compensación de parte del crédito que posee OBRASCON HUARTE LAIN, S.A. contra la Sociedad, detallado en el Informe del Consejo de Administración de 10 de julio de 2003, que se adjunta a este Acta como Anexo I.

El contravalor del importe total de la operación lo constituyen créditos por importe de 147.700.000 €, de los cuáles 50.000.000 € corresponden a la cuantía del aumento de capital social y 97.700.000 € a la cuantía total de la prima de asunción, y ello de acuerdo al siguiente detalle:

- Del saldo a 30 de junio de 2003 de la cuenta "Empresas del Grupo, Deudora" de importe total de 163.241.674,11 €, y que es por su naturaleza líquida, vencida y exigible, un importe total de 147.700.000 €

Se hace constar que la cuenta "Empresas del Grupo", existe desde la constitución de la Sociedad.

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NOTAS MARGINALES	N.º DE ORDEN INSCRIP.
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AMPLIACION DE CAPITAL Remitidos al R.M.C. los datos reglamentarios dentro del plazo previsto en el articulo 384 RRM	10
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Los créditos a compensar son totalmente líquidos y exigibles, según consta en dicho informe, emitido en cumplimiento de lo establecido en el artículo 74.2 de la Ley de Sociedades de Responsabilidad Limitada, puesto a disposición del Socio con anterioridad a este acto.

Las nuevas participaciones se asumen y desembolsan íntegramente en este acto por el socio único, OBRASCON HUARTE LAIN, S.A."

- "Como consecuencia del aumento de capital acordado en este acto, se acuerda la modificación del art. 5º de los estatutos sociales de OHL CONCESIONES, SL, para su adaptación a la nueva cifra del capital social, que a partir de la fecha del desembolso de las participaciones tendrá la siguiente redacción:

"Artículo Quinto.- El capital social se fija en la cifra de setenta y cuatro millones trescientas cuarenta y un mil quinientos treinta y cuatro euros (74.341.534) euros y se encuentra íntegramente suscrito y desembolsado y está dividido en 74.341.534 participaciones sociales, iguales, acumulables e indivisibles de UN EURO de valor nominal cada una, numeradas correlativamente del nº 1 al 74.341.534, ambos inclusive.""

Declara el otorgante, que la titularidad de las participaciones sociales se ha hecho constar en el Libro Registro de Socios. Que el aumento de capital se adoptó a la vista del Informe referido que se inserta, extendido con fecha 10 de Julio de 2003, en el que aparecen los créditos a compensar que son totalmente vencidos, líquidos y exigibles.-EN SU VIRTUD INSCRIBO los expresados acuerdos de AMPLIACION DE CAPITAL. ASI RESULTA de escritura autorizada por el Notario de MADRID, RECARTE CASANOVA MARTIN MARIA, el día 28 de julio de 2003, con el número 2629/2003 de su protocolo. Fué presentada copia en este Registro con el número 1/2003/99551 el día seis de agosto de dos mil tres, según Asiento de Presentación 819 del diario 1342. Madrid a tres de septiembre de dos mil tres. Hons. S/M y L. D.

OHL CONCESIONES SL.-Don José María del Cubillo Pemán, en representación de la sociedad, como Secretario no Consejero de la misma, cumplimenta las decisiones del Socio Unico, que es la entidad Obrascon Huarte Lain SA, tomadas en fecha 22 de Diciembre de 2003, quedando el acta firmada por el Socio Unico, según certificación inserta; ha otorgado la escritura que se inscribe por la que eleva a públicos dichas decisiones siguientes:

- "De conformidad con la propuesta del Consejo de Administración de OHL Concesiones, S.L., Unipersonal y el informe emitido por el mismo, se acuerda ampliar el capital social de OHL Concesiones, S.L. en la cantidad de VEINTE MILLONES DE EUROS (20.000.000 €), mediante la emisión de veinte millones (20.000.000) de nuevas participaciones de un (1) euro de valor nominal cada una de ellas, iguales, acumulables e indivisibles, que no podrán incorporarse a títulos negociables, de iguales derechos que las preexistentes, y numeradas correlativamente del 74.341.535 a 94.341.534, ambos inclusive.

Las nuevas participaciones se emiten por su valor nominal y con una prima de asunción de 1,94225 euros por participación:

El contravalor de las nuevas participaciones sociales se hace efectivo mediante compensación de parte del crédito que posee OBRASCON HUARTE LAIN, S.A. contra la Sociedad, detallado en el Informe del Consejo de Administración de 19 de diciembre de 2003, que se adjunta a este Acta como Anexo I.

Los créditos a compensar son totalmente líquidos y exigibles, según consta en dicho informe, emitido en cumplimiento de lo establecido en el artículo 74.2 de la Ley de Sociedades de Responsabilidad Limitada, puesto a disposición del Socio con anterioridad a este acto.

Las nuevas participaciones se asumen y desembolsan íntegramente en este acto por el socio único, OBRASCON HUARTE LAIN, S.A.

- Como consecuencia del aumento de capital acordado en este acto, se acuerda la modificación del art. 5º de los estatutos sociales de OHL CONCESIONES, SL, para su adaptación a la nueva cifra del capital social, que a partir de la fecha del desembolso de las participaciones tendrá la siguiente redacción:

"Artículo Quinto.- El capital social se fija en la cifra de noventa y cuatro millones trescientas cuarenta y un mil quinientos treinta y cuatro euros (94.341.534) euros y se encuentra íntegramente suscrito y desembolsado y está dividido en 94.341.534 participaciones sociales, iguales, acumulables e indivisibles de UN EURO de valor nominal cada una, numeradas correlativamente del nº 1 al 94.341.534, ambos inclusive."

- Se faculta especial y solidariamente al Presidente y al Secretario del Consejo de Administración para que cualquiera de ellos, indistintamente, comparezca ante Notario para elevar a público los acuerdos adoptados, y practiquen cuantas gestiones sean precisas hasta lograr su inscripción, cuando proceda, en los registros públicos correspondientes, otorgando, si fueran precisos, documentos aclaratorios o subsanatorios de los iniciales y solicitando en su caso, la inscripción parcial, en atención a la calificación verbal o escrita del Registro Mercantil.."

Se inserta el informe de fecha 22 de Diciembre de 2003, del Organo de Administración de la sociedad, sobre el aumento de capital por compensación de créditos; del que resulta: Que los créditos son liquidos,

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vencidos y exigibles. Se hace constar en la escritura presentada que la titularidad de las nuevas participaciones sociales, se ha hecho constar en el libro registro de socios. EN SU VIRTUD INSCRIBO EL EXPRESADO AUMENTO DEL CAPITAL SOCIAL. Así resulta de copia de la escritura autorizada por el Notario de MADRID, RECARTE CASANOVA MARTIN MARIA, el día 30 de diciembre de 2003, con el número 4453/2003 de su protocolo. Presentada copia en este Registro con el número 1/2004/12656 el día veintinueve de enero de dos mil cuatro, según Asiento de Presentación 1189 , del diario 1393. Madrid a dos de febrero de dos mil cuatro. Hnos. S/M y L.D.

NOMBRAMIENTO DE MIEMBRO DE ORGANO AD
CESE DE MIEMBRO DEL ORGANO DE ADMON.

Remitidos al R.M.C. los datos reglamentarios dentro del plazo previsto en el articulo 384 RRM

11 'OHL CONCESIONES SL'.-Don José María del Cuvillo Peman, en nombre y representación de la Sociedad de esta Hoja, como Secretario del Consejo de la misma, facultado según resulta de certificación inserta expedida por dicho señor como Secretario del Consejo, con el visto bueno del Vicepresidente de dicho órgano de Administración, cuyas firmas se encuentran legitimadas por el Notario autorizante, en la que consta la aprobación del acta de las reuniones, ha otorgado la escritura que se inscribe por la que eleva a público lo acordado por el Socio Unico con fecha treinta de marzo de dos mil cuatro y en la reunión del CONSEJO DE ADMINISTRACION, de la misma fecha, con asistencia de todos sus miembros menos dos, celebrada a continuación de la Junta, y ambas en el domicilio social. Dichos acuerdos son los siguientes:

- Nombrar consejero de la Sociedad por el plazo estatutariamente establecido a D. Mariano Alsa Gómez, mayor de edad, casado, con domicilio a estos efectos en Madrid, calle Gobelas 35-37, y provisto de NIF número 17954065-N, quien presente en ese acto acepta el nombramiento deferido y ha manifestado no estar incurso en ningún tipo de incompatibilidad para el ejercicio del cargo, manifestando no estar incurso en ninguna de las incompatibilidades previstas en la Ley 12/1995 de 11 de mayo y en la Ley 14/1995 de 21 de abril de la Comunidad de Madrid.

Asimismo CERTIFICO, que en el acta de la reunión del Consejo de Administración celebrada el 30 de marzo de 2004, con asistencia de 7 de los 9 consejeros (a efectos identificativos se transcriben sus nombres y apellidos al final de la presente certificación), según consta en el acta que fue aprobada, por unanimidad, al final de la sesión, el Consejo de Administración acordó, por unanimidad:

- Aceptar la dimisión presentada por D. José Luis García-Villalba del cargo de Vicepresidente Primero del Consejo. El Sr. García-Villalba mantiene el cargo de consejero de la Sociedad.
- Nombrar Vicepresidente Primero del Consejo a D. Mariano Alsa Gómez.

EN SU VIRTUD INSCRIBO LOS EXPRESADOS ACUERDOS de CESE Y NOMBRAMIENTO DE MIEMBROS DEL ORGANO DE ADMINISTRACION. Asi resulta de copia de la escritura autorizada por el Notario de MADRID, RECARTE CASANOVA JAIME, el día 3 de junio de 2004, con el número 2235/2004 de su protocolo. Presentada en este Registro con el número 1/2004/73824 el día once de junio de dos mil cuatro, según Asiento de Presentación 574 Del Diario 1435. Madrid a quince de junio de dos mil cuatro. Hons. S/M y L. D.

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NOTAS

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AMPLIACION DE CAPITAL Remitidos al R.M.C. los datos reglamentarios dentro del plazo previsto en el articulo 384 RRM	14	"OHL CONCESIONES SL".- Don José Maria Cuvillo Pemán, en nombre y representación de la Sociedad de esta hoja, como Secretario del Consejo de Administración de la misma, facultado por las decisiones del Socio Unico, adoptadas en el domicilio social, el día 11 de noviembre de 2004, según certificación inserta, expedida por el señor otorgante, con el visto bueno del Vicepresidente don Julian Nuñez Olias, cuyas firmas legitimó el Notario autorizante, en la que consta la aprobación del Acta, ejecuta las siguientes decisiones:

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- "De conformidad con la propuesta del Consejo de Administración de OHL Concesiones, S.L., Unipersonal y el informe emitido por el mismo, se acuerda ampliar el capital social de OHL Concesiones, S.L. en la cantidad de CINCO MILLONES SEISCIENTOS CINCUENTA Y OCHO MIL CUATROCIENTOS SESENTA Y SEIS MILLONES DE EUROS (5.658.466€), mediante la emisión de cinco millones seiscientas cincuenta y ocho mil cuatrocientas sesenta y seis (5.658.466) nuevas participaciones de un (1) euro de valor nominal cada una de ellas, iguales, acumulables e indivisibles, que no podrán incorporarse a títulos negociables, de iguales derechos que las preexistentes, y numeradas correlativamente del 94.341.535 a 100.000.000, ambos inclusive.

Las nuevas participaciones se emiten por su valor nominal y con una prima de asunción total de 111.754.703,50€, es decir, 19,75€ por participación.

El contravalor de las nuevas participaciones sociales se hace efectivo mediante compensación de parte del crédito que posee OBRASCON HUARTE LAIN, S.A. contra la Sociedad, detallado en el Informe del Consejo de Administración de 11 de noviembre de 2004, que se inserta

Los créditos a compensar son totalmente líquidos y exigibles, según consta en dicho informe, emitido en cumplimiento de lo establecido en el artículo 74.2 de la Ley de Sociedades de Responsabilidad Limitada, puesto a disposición del Socio con anterioridad a este acto.

Las nuevas participaciones se asumen y desembolsan íntegramente en este acto por el socio único, OBRASCON HUARTE LAIN, S.A.

- Como consecuencia del aumento de capital acordado en este acto, se acuerda la modificación del art. 5º de los estatutos sociales de OHL CONCESIONES, SL, para su adaptación a la nueva cifra del capital social, que a partir de la fecha del desembolso de las participaciones tendrá la siguiente redacción:

"Artículo Quinto.- El capital social se fija en la cifra de cien millones de euros (100.000.000€) y se encuentra íntegramente suscrito y desembolsado y está dividido en 100.000.000 participaciones sociales, iguales, acumulables e indivisibles de UN EURO de valor nominal cada una, numeradas correlativamente del nº 1 al 100.000.000, ambos inclusive."

Declara el señor otorgante, que la titularidad de las nuevas participaciones, se ha hecho constar en el Libro Registro de Socios. Manifiesta el señor otorgante: Que, a efectos delo dispuesto en el articulo 74.2 de la Ley de Sociedades de Responsabilidad Limitada, el acuerdo se adoptó a la vista del informe mencionado en el citado articulo. Dicho informe se inserta. Que todos los créditos aportados son vencidos, líquidos y exigibles. Consta en el referido informe: Que el contravalor del importe total de la operación lo constituyen créditos por importe de 117.413.169,50, de los cuales 5.658.466 euros corresponden a la cuantía del aumento de capital social y 111.754.703,50 euros a la cuantía total de la prima de asunción, y ello de acuerdo con el siguiente detalle: Del saldo a 30 de septiembre de 2004, de la cuenta "Empresas del Grupo Deudora" de importe total 117.432.770,90 euros, y que es por su naturaleza líquida, vecinda y exigible, un importe total de 117.413.169,50 euros. Se hace constar que la cuenta "Empresas del Grupo", existe desde la constitución de la Sociedad. EN SU VIRTUD INSCRIBO los expresados acuerdos de AUMENTO DEL CAPITAL SOCIAL. ASI RESULTA de copia de la escritura autorizada por el Notario de MADRID, RECARTE CASANOVA JAIME, el día 23 de noviembre de 2004, con el número 4939/2004 de su protocolo. Presentada copia en este Registro, con el numero 1/2004/146663 el día diez de diciembre de dos mil cuatro, según Asiento de Presentación 574, del Diario 1485. Madrid a veinte de diciembre de dos mil cuatro. Hons. S/M y L. D.

OTORGAMIENTO D

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REELECCION MIEMBRO ORG. ADMINISTRACI

Remitidos al R.M.C. los datos reglamentarios dentro del plazo previsto en el articulo 384 RRM

15 **"OHL CONCESIONES SL".-** Don José María del Cuvillo Pemán, en nombre y representación de la Sociedad de esta Hoja, como Secretario no Consejero de la misma, debidamente facultado y llevando a cumplimiento lo acordado por el socio único de la misma, Obrascón Huarte Laín, SA, en fecha 30 de junio de 2006, celebrada en el domicilio social, según resulta de certificación inserta expedida por el propio compareciente con el visto bueno de su Presidente don Juan Villar Mir de Fuentas, con las firmas debidamente legitimadas, y en la que consta la aprobación del acta por unanimidad al término de la misma, ha otorgado la escritura que se inscribe, en la que se eleva a público lo acordado unánimemente en dicha reunión, que es lo siguiente:

REELECCIÓN DE LOS MIEMBROS DEL CONSEJO DE ADMINISTRACIÓN.

Se aprueba reelegir por un plazo de 5 años a los siguientes miembros del Consejo de Administración de la Sociedad cuyos datos identificativos son los que constan en el Registro Mercantil de Madrid:

- D. JUAN VILLAR-MIR DE FUENTES
- D. JOSE LUIS GARCIA-VILLALBA GONZALEZ
- D. JOSE ANTONIO FERNANDEZ ELEJAGA
- D. TOMAS GARCIA MADRID
- D. JAVIER LOPEZ MADRID
- D. VICTOR MORTE CASABO
- D. JUAN LUIS OSUNA GÓMEZ

En ese mismo acto todos ellos aceptan el cargo y declaran expresamente no hallarse incursos en causa de prohibición o incompatibilidad legal o estatutaria de clase alguna, especialmente en lo previsto en la Ley 5/2006, de 10 de abril y la Ley 14/1995, de 21 de abril, de la Comunidad de Madrid, ni ninguna otra que le sea de aplicación.

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EN SU VIRTUD INSCRIBO los expresados acuerdos de REELECCION Y CESE. Haciendo constar la NO inclusión de la/s persona/s nombrada/s inscritas por este asiento, en el Registro de Resoluciones Concursales, conforme a lo dispuesto en el artículo 61 bis del Reglamento del Registro Mercantil. Así resulta de la escritura autorizada por el Notario de MADRID, RECARTE CASANOVA JAIME, el día 2 de agosto de 2006, con el número 2956/2006 de su protocolo. Presentada en este Registro con el número 1/2006/108734 el día veinticuatro de agosto de dos mil seis a las 11:46 horas, según asiento de presentación 801 del diario 1676. Madrid, a seis de septiembre de dos mil seis.

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AMPLIACION DE CAPITAL

Remitidos al R.M.C. los datos reglamentarios dentro del plazo previsto en el articulo 384 RRM

Ampliado el CAPITAL según la 27.-
Madrid 16 de septiembre de 2008.-

'OHL CONCESIONES SL'.- DON JOSE MARIA DEL CUVILLO PEMAN en nombre y representación de la Sociedad de esta hoja, como Secretario de la misma, debidamente facultado y llevando a cumplimiento lo acordado por Decisiones del SOCIO UNICO de fecha 20 de julio de 2006, celebrada en el domicilio social, según resulta de certificación inserta, en la que consta la aprobación del acta de la misma, ha otorgado la escritura que se inscribe, en la que se eleva a público los acuerdos adoptados por unanimidad, que son los siguientes:

1- De conformidad con la propuesta del Consejo de Administración de OHL Concesiones, S.L., Unipersonal y el informe emitido por el mismo, se acuerda ampliar el capital social de OHL Concesiones, S.L. en la cantidad de TREINTA Y SEIS MILLONES CIENTO SESENTA MIL EUROS (36.160.000€), mediante la emisión de treinta y seis millones ciento sesenta mil (36.160.000) nuevas participaciones de un (1) euro de valor nominal cada una de ellas, iguales, acumulables e indivisibles, que no podrán incorporarse a títulos negociables, de iguales derechos que las preexistentes, y numeradas correlativamente del 100.000.001 a 136.160.000, ambos inclusive.

Las nuevas participaciones se emiten por su valor nominal y con una prima de asunción de 2€ por participación.

El contravalor de las nuevas participaciones sociales se hace efectivo mediante la aportación no dineraria de 12.238.740 participaciones de la sociedad AEROPISTAS, S.L., íntegramente suscritas y desembolsadas, números 1 a 12.238.740, ambos inclusive, de 2,5€ de valor nominal por participación, que representan el 100% del capital social, titularidad de OBRASCON HUARTE LAIN, S.A., aportación detallada en el Informe del Consejo de Administración de 20 de julio de 2006,

Las nuevas participaciones se asumen y desembolsan íntegramente en este acto por el socio único, OBRASCON HUARTE LAIN, S.A.

2- Como consecuencia del aumento de capital acordado en este acto, se acuerda la modificación del art. 5º de los estatutos sociales de OHL CONCESIONES, SL, para su adaptación a la nueva cifra del capital social, que a partir de la fecha del desembolso de las participaciones tendrá la siguiente redacción:

"Articulo Quinto.- El capital social se fija en la cifra de ciento treinta y seis millones ciento sesenta mil euros (136.160.000€) y se encuentra íntegramente suscrito y desembolsado y está dividido en 136.160.000 participaciones sociales, iguales, acumulables e indivisibles de UN EURO de valor nominal cada una, numeradas correlativamente del nº 1 al 136.160.000, ambos inclusive."

b) Adjudicación y desembolso.----------

Declara el compareciente: ----------

1. Que las nuevas participaciones sociales han sido adjudicadas a su titular; que su identidad, numeración de las participaciones asignadas, y expresión de las que corresponden a aportaciones no dinerarias constan a -

continuación ; así como que dicha titularidad se ha hecho constar en el Libro Registro de socios. ----------

2. Que el aumento de capital acordado ha sido íntegramente desembolsado en los términos previstos mediante nuevas aportaciones y que, asimismo, el pago de la prima acordada ha sido íntegramente satisfecho en el momento del desembolso.----------

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3. Que, en consecuencia, queda totalmente desembolsado el capital social.----------

Aportaciones.----------

APORTACIONES NO DINERARIAS. ----------

En relación a las aportaciones no dinerarias efectuadas, manifiesta

Que la descripción de las aportaciones no dinerarias así como la identidad de quien la efectuó y la numeración de las participaciones sociales a que corresponden son las siguientes:

TITULO.- 1) 4.234.740 participaciones sociales por escritura de constitución otorgada ante el Notario de Madrid, D. Martín Maria Recarte Casanova, el día 29 de mayo de 2.003, con el número 1837 de su protocolo.---------

2) 8.000.000 participaciones sociales por escritura de aumento de capital otorgada ante mi, el día 2 de julio de 2.003, con el número 2.836 de su protocolo. ----------

3) 400 participaciones sociales por escritura de aumento de capital otorgada ante el Notario de Madrid, D. Martín María Recarte Casanova, el día 21 de enero de 2.004, con el número 189 de su protocolo. ----------

4) 400 participaciones sociales por escritura de aumento de capital otorgada ante mi, el día 18 de marzo de 2.004, con el número 1.152 de su protocolo. ----------

5) 400 participaciones sociales por escritura de aumento de capital otorgada ante el Notario de Madrid, D. Martín Maria Recarte Casanova, el día 19 de mayo de 2004, con el número 1.701 de su protocolo. ----------

6) 400 participaciones sociales por escritura de aumento de capital otorgada ante mi, el día 22 de julio de 2.004, con el número 3.076 de su protocolo. ----------

7) 400 participaciones sociales por escritura de aumento de capital otorgada ante el Notario de Madrid, D. Martín Maria Recarte Casanova, el día 22 de Septiembre de 2.004, con el número 3.094 de su protocolo. ----------

8) 400 participaciones sociales por escritura de aumento de capital otorgada ante el Notario de Madrid, D. Martín María Recarte Casanova, el día 23 de noviembre de 2.004, con el número 3.727 de su protocolo. ----------

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9) 400 participaciones sociales por escritura de aumento de capital otorgada ante el Notario de Madrid, D. Martín Maria Recarte Casanova, el día 21 de enero de 2.005, con el número 229 de su protocolo. ----------

10) 400 participaciones sociales por escritura de aumento de capital otorgada ante mi, el día 22 de marzo de 2.005, con el número 990 de su protocolo. ----------

11) 400 participaciones sociales por escritura de aumento de capital otorgada ante mi, el día 20 de mayo de 2.005, con el número 1.695 de su protocolo. ----------

12) 400 participaciones sociales por escritura de aumento de capital otorgada ante mi, el día 21 de julio de 2.005, con el número 2.415 de su protocolo. ----------

Título y valoración: Que las citadas aportaciones se efectúan en pleno dominio, y libres de toda carga o, gravamen, arrendamiento, o responsabilidad, por su valor de 36.160.000 Euros, equivalente al valor nominal de las participaciones creadas, más la correspondiente prima de emisión de 2 Euros por participación. ----------

Informe de Administradores: Que el acuerdo de la Junta se adoptó a la vista del informe de los Administradores previsto en el art. 74.3 de la Ley.----------

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MEDIANTE ACTA AUTORIZADA EN MADRID EL 13 de Septiembre de 2006 por el Notario con residencia en la misma Don Jaime Recarte Casanova con el número 3197 hace constar: Que SUBSANA y RECTIFICA el error material involuntario padecido en la escritura autorizada el 2 de agosto de 2006 con el número 2957, objeto principal de esta inscripción, consistente en haber consignado en dicha escritura mal los títulos de las participaciones que se aportan para dicho aumento de capital de la Sociedad antes mencionada. Por todo ellos los títulos correctos son los antes consignados en su lugar correspondiente.- MEDIANTE ESCRITURA AUTORIZADA en Madrid el 16 de Octubre de 2006 por el Notario con residencia en la misma Don Jaime Recarte Casanova con el número 3601 y otorgada por DON JOSE MARIA DEL CUVILLO PEMAN en su indicada representación, hace constar: Que SUBSANA y COMPLEMENTA la escritura de ampliación de capital autorizada el 2 de agosto de 2006 con el número 2957, objeto principal de esta inscripción, en la que se inserta Informe del Consejo de Administración de 20 de Julio de 2006, en el que consta:

1. AMPLIACIÓN DE CAPITAL PROPUESTA POR EL ÓRGANO DE ADMINISTRACIÓN.

Se propondrá al socio único realizar un aumento de capital social, por un importe total de 36.160.000€; en los siguientes términos y condiciones:

1.1.- Aumento de capital social en la cifra total de TREINTA Y SEIS MILLONES CIENTO SESENTA MIL euros (36.160.000€) con una prima de asunción total de 72.320.000€, es decir, 2€ por participación.

1.2.- El aumento se llevará a cabo mediante la creación TREINTA Y SEIS MILLONES CIENTO SESENTA MIL (36.160.000) participaciones sociales de nueva creación, numeradas correlativamente del 1.000.001 al 136.160.000, ambos inclusive, de UN euro (1€) de valor nominal cada una de ellas, iguales, acumulables e indivisibles, que no podrán incorporarse a títulos negociables ni denominarse acciones. La cifra de capital social después de esta ampliación asciende a la cantidad CIENTO TREINTA Y SEIS MILLONES CIENTO SESENTA MIL EUROS (136.160.000€).

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1.3.- Forma y proporción en la que se realizará la asunción y el íntegro desembolso de las participaciones sociales de nueva creación:

El socio único de la Compañía ejercerá su derecho de asunción preferente, suscribiendo la totalidad de las nuevas participaciones sociales creadas.

En consecuencia, OBRASCON HUARTE LAIN, S.A. asumirá la totalidad de las 36.160.000 participaciones sociales de nueva creación de 1€ de valor nominal y 2€ de prima de asunción cada una de ellas, mediante la aportación de 108.480.000€ y se le atribuyen la totalidad de las nuevas participaciones sociales, numeradas correlativamente de los números 100.000.001 al 136.160.000, ambos inclusive.

1.4.- Como consecuencia de la ampliación de capital proyectada se dará nueva redacción al artículo 5º de los Estatutos sociales, ajustando su texto al importe resultante de los sucesivos aumentos de capital.

1.5.- El aumento del capital social proyectado quedará suscrito y desembolsado en su totalidad. Asimismo, la prima de asunción será íntegramente desembolsada.

1.6.- De conformidad con lo dispuesto en el artículo 78 de la Ley de Sociedades de Responsabilidad Limitada, la titularidad de las nuevas participaciones sociales se inscribirá debidamente en el Libro Registro de Socios.

1.7.- El aumento de capital social se somete al régimen especial de fusiones, escisiones, aportaciones de activos y canje de valores contenido en el Capítulo VIII del Título VII del Real Decreto Legislativo 4/2004, de 5 de marzo, por el que se aprueba el Texto Refundido de la Ley del Impuesto sobre Sociedades.

2. **APORTACIONES NO DINERARIAS.**

El aumento descrito tendrá como contrapartida aportaciones no dinerarias.

En cumplimiento de lo dispuesto en el artículo en el artículo 74.3 de la Ley de Sociedades de Responsabilidad Limitada a continuación se describen con detalle la aportación proyectada, su valoración, la identidad del aportante, la cuantía del aumento de capital previsto, el número de participaciones sociales que serían creadas representando dicho capital y las garantías adoptadas para la efectividad del aumento en consideración a la naturaleza de los bienes que son objeto de aportación y que constituyen la aportación no dineraria de acciones.

La aportación no dineraria proyectada se concretan en:

- 12.238.740 participaciones de la sociedad **AEROPISTAS, S.L.**, íntegramente suscritas y desembolsadas, números 1 a 12.238.740, ambos inclusive, de 2,5€ de valor nominal por acción, que representan el 100% del capital social de la Sociedad.

  Valoración de la aportación.- Se valora la presente aportación no dineraria en 108.480.000€, equivalente al valor neto contable en libros de la aportante. La aportación se efectuará como contravalor de la suscripción y desembolso de la totalidad de las 36.160.000 participaciones y del importe íntegro de la prima de asunción.

El aportante de la totalidad de las participaciones descritas anteriormente será OBRASCON HUARTE LAIN, S.A., en concepto de contravalor del aumento de capital.

16 Asimismo manifiesta que por error en la citada escritura se hizo referencia a que de los Estatutos por los que actualmente se rige la Sociedad Muelles y Espacios Portuarios SA, no existe limitación alguna a la aportación realizada en esta escritura, cuando en realidad y así se subsana ahora es que los Estatutos a los que hacía referencia eran los de la Sociedad AEROPISTAS SA, Sociedad de la que se aportaban las participaciones sociales.- **EN SU VIRTUD INSCRIBO los expresados acuerdos de AMPLIACION DE CAPITAL** .- Así resulta de la escritura autorizada por el **Notario de MADRID, RECARTE CASANOVA JAIME, el día 2 de agosto de 2006, con el número 2957/2006 de su protocolo.** Se inscribe en unión de: (1) Acta autorizada por el Notario DE MADRID, RECARTE CASANOVA JAIME con fecha 13 de septiembre de 2006, Número 3197/2006 de su protocolo. (2) Escritura otorgada ante el Notario DE MADRID, RECARTE CASANOVA JAIME con fecha 16 de octubre de 2006, Número 3601/2006 de su protocolo. Presentadas copias en este Registro con el número 1/2006/117029 el día veintiuno de septiembre de dos mil seis, retirada el día cuatro de octubre de dos mil seis, vuelta a presentar con el número 1/2006/133897 el día veintiseis de octubre de dos mil seis, según Asiento de Presentación 207 del diario 1682.- Madrid a treinta y uno de octubre de dos mil seis ! Hons.

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NOTAS MARGINALES	N.º DE ORDEN INSCRIP.
NOMBRAMIENTO DE MIEMBRO DE ORGANO AD Remitidos al R.M.C. los datos reglamentarios dentro del plazo previsto en el articulo 384 RRM	17

S/M y L. D.

'OHL CONCESIONES SL'.-DON JOSE MARIA DEL CUVILLO PEMAN, en nombre y representación de la Sociedad de esta Hoja, como SECRETARIO NO CONSEJERO del Consejo de Administracion de la misma, facultado por el **CONSEJO UNIVERSAL** de fecha **14 de NOVIEMBRE de 2006**, según resulta de certificación inserta, expedida por Don Jose Maria del Cuvillo Peman, como Secretario no Consejero del Consejo de Administracion, con el Visto Bueno de su Presidente, Don Juan Villar Mir de Fuentes, cuyas firmas legitima el Notario autorizante y cuya acta resultó debidamente aprobada al término de la misma, ha otorgado la escritura que se inscribe por la que eleva a público lo acordado unánimemente en dicha reunión, que es lo siguiente: **NOMBRAR CONSEJERO DELEGADO** de la sociedad a **DON JUAN VILLAR-MIR DE FUENTES**, mayor de edad, casado, con domicilio profesional en Madrid, Paseo de la Castellana, 91-9ª, y provisto de N.I.F. numero 7.210.534-B, delegando en el con caracter permanente y por el plazo que dure su nombramiento como Consejero de la Sociedad, todas las facultades legal y estatutariamente delegables por el Consejo de Administracion. **EN SU VIRTUD INSCRIBO LOS EXPRESADOS ACUERDOS DE NOMBRAMIENTO DE CARGO.** Haciendo constar la NO inclusión de la persona nombrada inscrita por este asiento, en el Registro de Resoluciones Concursales, conforme a lo dispuesto en el artículo 61 bis del Reglamento del Registro Mercantil. Así resulta de copia de la escritura autorizada por el Notario de **MADRID, RECARTE CASANOVA MARTIN MARIA, el día 1 de diciembre de 2006, con el número 3596/2006** de su protocolo, que fue presentada en este Registro con el número 1/2006/157579 el día catorce de diciembre de dos mil seis, según Asiento de Presentación 720 del diario 1710 . **Madrid a dieciocho de diciembre de dos mil seis.** Hons. SM y L/D.

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NOMBRAMIENTO DE MIEMBRO DE ORGANO AD Remitidos al R.M.C. los datos reglamentarios dentro del plazo previsto en el articulo 384 RRM	19	**'OHL CONCESIONES SL'**.-Don JOSE MARIA DEL CUVILLO PEMAN, en nombre y representación de la Sociedad de esta Hoja, como Secretario no Consejero de la misma, facultado por el Consejo de Administración de fecha 27 de marzo de 2007 con asistencia de 7 de sus 8 miembros, según resulta de certificación inserta, expedida por el señor otorgante como Secretario no Consejero con el Visto Bueno de su Presidente, Don Juan Villar-Mir de Fuentes, cuyas firmas legitima el Notario autorizante y cuya acta resultó debidamente aprobada al término de la misma, ha otorgado la escritura que se inscribe por la que eleva a público lo acordado unánimemente en dicha reunión, que es lo siguiente: DELEGAR EN EL CONSEJERO de la sociedad a don JUAN LUIS OSUNA GOMEZ, mayor de edad, casado, con domicilio profesional en Madrid, calle Gobelas 47, y provisto de N.I.F. numero 02526571K, con carácter solidario y permanente y por el plazo que dure su nombramiento como Consejero de la Sociedad, todas las facultades legal y estatutariamente delegables por el Consejo de Administración. EN SU VIRTUD INSCRIBO LOS EXPRESADOS ACUERDOS DE NOMBRAMIENTO DE CARGO. Haciendo constar la NO inclusión de la persona nombrada inscrita por este asiento, en el Registro de Resoluciones Concursales, conforme a lo dispuesto en el artículo 61 bis del Reglamento del Registro Mercantil. ASI RESULTA de copia de la escritura autorizada por el Notario de MADRID, RECARTE CASANOVA JAIME, el día 12 de abril de 2007, con el número 1301/2007 de su protocolo. Presentada copia en este Registro con el numero 1/2007/62823 el día siete de mayo de dos mil siete, según Asiento de Presentación 28, del Diario 1760. Madrid a diecisiete de mayo de dos mil siete.

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CAMBIO DE DOMICILIO Remitidos al R.M.C. los datos reglamentarios dentro del plazo previsto en el articulo 384 RRM	26	'OHL CONCESIONES SL'.-Don JOSE MARIA DEL CUVILLO PEMAN en nombre y representación de la Sociedad de esta Hoja, como SECRETARIO DEL CONSEJO DE ADMINISTRACION de la misma, facultado según certificación inserta expedida por el compareciente en la representación indicada y con el Visto Bueno del Presidente Don JUAN VILLAR-MIR DE FUENTES, cuyas firmas letitima el notario autorizante, donde consta la aprobación del acta de la reunión, ha otorgado la escritura que se inscribe por la que eleva a público los acuerdos adoptados por unanimidad en el **Consejo no Universal** de fecha **31 DE MARZO DE 2008**, al que asistieron siete de sus miembros. Dichos acuerdos son los siguientes: TRASLADAR el domicilio social a Paseo de la Castellana nº 259 D, Torre Espacio, modificando consiguientemente el articulo 3º de los Estatutos Sociales que quedara redactado de la siguiente forma: "ARTICULO 3º.- El domicilio social se fija en Madrid, Paseo de la Castellana, 259 D, Torre Espacio, lugar en que se halla el centro de su efectiva administración y dirección. La Sociedad podrá establecer sucursales, agencias o delegaciones, tanto en España como en el extranjero, por decisión del Organo de Administración, quien será también competente para acordar el traslado del domicilio social dentro del mismo término municipal, así como la supresión o el traslado de las sucursales, agencias o delegaciones." **EN SU VIRTUD INSCRIBO LOS EXPRESADOS ACUERDOS DE CAMBIO DE DOMICILIO, MODIFICACION DE ARTICULO ESTATUTARIO.** Asi resulta de copia de la escritura autorizada por el Notario de MADRID, RECARTE CASANOVA JAIME, el día 15 de abril de 2008, con el número 1273/2008 de su protocolo, que fue presentada en este Registro con el numero 1/2008/63407 el día siete de mayo de dos mil ocho en soporte papel, según Asiento de Presentación 351 del Diario 1882 . Madrid a nueve de mayo de dos

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AMPLIACION DE CAPITAL Remitidos al R.M.C. los datos reglamentarios dentro del plazo previsto en el articulo 384 RRM	27

mil ocho. Hons S/M y L/D.

"OHL CONCESIONES SL".- Don José María del Cuvillo Peman como Secretario de esta Sociedad, eleva a público las decisiones del socio único tomadas en Junta General celebrada en el domicilio social el día OCHO DE JULIO DE DOS MIL OCHO, que constan en aprobada en la misma fecha según certificación inserta, siguientes:

1- De conformidad con la propuesta del Consejo de Administración de OHL Concesiones, S.L., Unipersonal y el informe emitido por el mismo, se acuerda ampliar el capital social de OHL Concesiones, S.L., Unipersonal en la cantidad de CINCO MILLONES SEISCIENTOS SETENTA Y TRES MIL SETECIENTOS TREINTA Y TRES EUROS (5.673.733€), mediante la emisión de cinco millones seiscientas setenta y tres mil setecientas treinta y tres (5.673.733) nuevas participaciones sociales de un (1) euro de valor nominal cada una de ellas, iguales, acumulables e indivisibles, que no podrán incorporarse a títulos negociables, de iguales derechos que las preexistentes, y numeradas correlativamente del 136.160.001 a 141.833.733, ambos inclusive.

Las nuevas participaciones se emiten por su valor nominal y con una prima de asunción de 1,9999998924€ por participación.

El contravalor de las nuevas participaciones sociales se hace efectivo mediante la aportación no dineraria de 200 acciones de TERMINALES MARITIMAS DEL SURESTE, S.A., Integramente suscritas y desembolsadas, números 1 a 200, ambos inclusive, de 30.000€ de valor nominal por participación, que representan el 40% del capital social, como contravalor de 2.000.000 de participaciones sociales nuevas, números 136.160.001 a 138.160.000; y, 366.640 participaciones sociales de PARTICIPES EN BRASIL, S.L. , Integramente suscritas y desembolsadas, números 1.00.101 a 1.366.740, ambos inclusive, de 30,06€ de valor nominal, que representan el 26,83% del capital social, como contravalor de 3.673.733 participaciones sociales nuevas números 138.160.001 a 141.833.733; todas ellas titularidad de OBRASCON HUARTE LAIN, S.A., aportación detallada en el Informe del Consejo de Administración de 31 de marzo de 2008, que se adjunta al Acta como Anexo I.

Las nuevas participaciones se asumen y desembolsan íntegramente en este acto por el socio único, OBRASCON HUARTE LAIN, S.A.

2- Como consecuencia del aumento de capital acordado en este acto, se acuerda la modificación del art. 5º de los estatutos sociales de OHL CONCESIONES, SL, Unipersonal para su adaptación a la nueva cifra del capital social, que a partir de la fecha del desembolso de las participaciones tendrá la siguiente redacción:

"Articulo Quinto.- El capital social se fija en la cifra de ciento cuarenta y un millones ochocientos treinta y tres mil setecientos treinta y tres euros (141.833.733€) y se encuentra íntegramente suscrito y desembolsado y está dividido en 141.833.733 participaciones sociales, iguales, acumulables e indivisibles de un euro (1€) de valor nominal cada una, numeradas correlativamente del nº 1 al 141.833.733, ambos inclusive."

3- Someter la operación de aumento de capital con aportación no dineraria de canje de valores al régimen especial de fusiones, escisiones, aportaciones de activos y canje de valores contenido en el Capítulo VIII del Título VII del Real Decreto Legislativo 4/2004, de 5 de marzo, por el que se aprueba el Texto Refundido de la Ley del Impuesto sobre Sociedades.

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El citado otorgante declara que la titularidad de las nuevas participaciones se ha hecho constar en el libro registro de socios.- Compareció además Don Luis García-Linares García en representación de "Obrascón Huarte Lain SA" CIF A48010573, a efectos de la aportación realizada, y consta en la escritura que la Sociedad "Terminales Marítimas del Sureste SA" se halla inscrita en el Registro Mercantil de Alicante al folio 53 del tomo 2711 hoja A-79833 CIF A53817359, y la Sociedad "Partícipes del Brasil SL", inscrita en este Registro al folio 16 del tomo 23197 hoja M-415721, CIF B84817352, que las acciones y participaciones aportadas se hallan libres de cargas y que la valoración de la aportación no dineraria es de 11.021.198,40.- EN SU VIRTUD INSCRIBO los expresados acuerdos de AMPLIACION DE CAPITAL Y MODIFICACION DEL ARTICULO 5 DE LOS ESTATUTOS.- ASI RESULTA de primera copia de la escritura autorizada por el Notario de MADRID, RECARTE CASANOVA JAIME, el día 30 de julio de 2008, con el número 2626/2008 de su protocolo.-

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Presentada en este Registro con el número 1/2008/117080 el día veintinueve de agosto de dos mil ocho en soporte papel, según Asiento de Presentación 34 del Diario 1919.- Madrid a dieciseis de septiembre de dos mil ocho.-

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SEGUNDO: Y que en la propia hoja no figuran mas inscripciones posteriores que modifiquen los particulares solicitados, no figurando inscrita la Disolución ni Liquidación de la Sociedad de la que se certifica, continuando **VIGENTE** según este Registro Mercantil.

Y para que conste y no existiendo en el libro diario asiento alguno relativo a documento pendiente de inscripción que se refiera a la Sociedad de que se certifica expido la presente que va extendida en 30 hojas de papel timbrado de este Registro, números 4184919 al 4184948 todos inclusive, y la firmo en Madrid, a nueve de Octubre de dos mil ocho.

EL REGISTRADOR

REGISTRO MERCANTIL DE MADRID
MANUEL VILLARROYA GIL

Presentada en el Libro Diario de Certificaciones con el asiento número 37601/2008.

Hons. s/m

Valentín Barriga Rincón
DECANO-PRESIDENTE EN FUNCIONES DEL COLEGIO DE REGISTRADORES DE LA PROPIEDAD Y MERCANTILES DE ESPAÑA

Hago constar: Que legitimo la firma que antecede de Don Manuel Villarroya Gil Registrador de ~~la Propiedad~~/Mercantil de Madrid por ser, al parecer, la suya.

Madrid, a 14/10/08

COLEGIO DE REGISTRADORES DE LA PROPIEDAD Y MERCANTILES DE ESPAÑA
DECANO-PRESIDENTE

4184948

APOSTILLE (O LEGALIZACION UNICA)
Convention de La Haye du 5 octobre1961.(Real Decreto 2433/1978 de 2 de octubre)

1. País España
   El presente documento público

2. Ha sido firmado por Valentín Barriga Rincón
3. Actuando en calidad de Decano-Presidente
4. Se ha sellado/timbrado con Colg. Reg. Prop. Y Mercantiles de España

Certificado

5. En Madrid 6. El 16 de octubre de 2008
7. Por Mª Gloria Peral Salazar, Jefa de Negociado deRegistro General e Información del Ministerio de Justicia

8. Con el número 32167
9. Sello/timbre 10. Firma

MINISTERIO DE JUSTICIA - Subdirección General de Información Administrativa e Inspección General de Servicios - SUBSECRETARÍA

MINISTERIO DE JUSTICIA - SUBSECRETARIA

MINISTERIO DE JUSTICIA - Subdirección General de Información Administrativa e Inspección General de Servicios - SUBSECRETARÍA

DILIGENCIA para hacer constar: Que presentada nuevamente la certificación que antecede, en este Registro Mercantil, a los efectos de subsanar el error cometido en la denominación de la Sociedad de la que se certifica, siendo la correcta **"OHL CONCESIONES S.L."**, no alterando dicha subsanación el contenido y valor de la presente certificación.

Y para que conste, expido la presente, que va extendida en el folio número 4195471, en unión de los que anteceden, números del 4184919 al 4184948, ambas inclusive, y la firmo en Madrid, a quince de octubre de dos mil ocho.

El Registrador,

REGISTRO MERCANTIL DE MADRID
MANUEL VILLARROYA GIL

NO UTILIZABLE
PARA CERTIFICAR

EXHIBIT C

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF OHL INFRASTRUCTURE, INC.

November 3, 2008

THE UNDERSIGNED, being all of members of the Board of Directors of OHL Infrastructure, Inc. (the "Corporation"), for the purpose of taking action without a meeting pursuant to Section 141(f) of the General Corporation Law of the State of Delaware and applicable provisions of the Corporation's Bylaws, hereby adopt the following resolutions and direct that this Unanimous Consent be filed with the minutes of the proceedings of the Corporation:

WHEREAS, the Texas Department of Transportation ("TxDOT") released a Request for and Qualifications ("RFQ") to entities interested in submitting a qualification statement ("QS") to develop, design, construct, finance, operate, and maintain tolled managed lanes, new general purpose lanes, and associated facilities along portions of Interstate Highway 820, State Highway 183, and Interstate Highway 35W in North Tarrant County and in the vicinity of Fort Worth, Texas pursuant to a Comprehensive Development Agreement (collectively, the "Project");

WHEREAS, the Corporation submitted a QS to TxDOT in response to the RFQ;

WHEREAS, TxDOT reviewed the Corporation's QS and has requested, pursuant to a Request for Proposals ("RFP"), that the Corporation submit its proposal ("Proposal") for undertaking the Project;

WHEREAS, the Corporation has studied the merits of participating in the Project and has concluded that it wishes to submit a Proposal; and

WHEREAS, the Corporation wishes to authorize all of the officers of the Corporation, including but not limited to Ignacio García González and Francisco Roberto Hombrados Cuadrillero (collectively, the "Officers"), to sign and execute any and all letters, forms, agreements, and any and all other documents necessary or advisable in connection with responding to the RFQ and RFP.

NOW, THEREFORE, BE IT

RESOLVED, that the Corporation hereby authorizes and approves the execution, delivery and submission of the Corporation's Proposal to TxDOT and to any other applicable governmental agencies and hereby authorizes the Officers to sign, execute and deliver any and all letters, forms, agreements, and any and all other documents necessary or advisable in connection with responding to the RFQ and RFP; and be it

FURTHER RESOLVED, that each and every action taken by an Officer prior to the date of the adoption of the foregoing resolution relating to the Corporation's submission of a QS or Proposal to TxDOT or any other applicable governmental agencies, which would have been

authorized but for the fact that such actions were taken prior to such date be, and hereby are ratified, approved, confirmed, and adopted in all respects; and be it

FURTHER RESOLVED, that in furtherance of the foregoing resolutions, the Officers shall be authorized and empowered to take any and all further actions which they may deem necessary or advisable in order to carry out the intent of these resolutions.

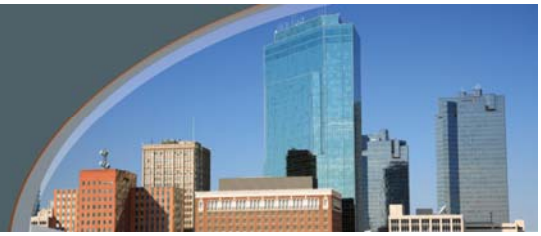
[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Unanimous Written Consent of Directors as of the date first written above.

BOARD OF DIRECTORS:

Juan Luís Osuna Gómez

Felipe Ezquerra Plasencia



The developer for the NTE Segment 1 (provisionally named "CDA 1 Developer") and NTE Segments 2-4 (provisionally named "CDA 2 Developer") have not yet been formed.

It is intended that CDA 1 Developer and CDA 2 Developer will each be formed as a Delaware limited liability company, each having a sole member (OHL Infrastructure, Inc.) CDA 1 Developer and CDA 2 Developer will be formed immediately following the conditional award of the CDAs to OHL. The Proposer will deliver certified copies of the final organizational documents for each such entity immediately upon the formation thereof, prior to the final award of the CDAs.

CDA 1 Developer will be a party to, and the "Developer" for the purposes of, the Concession CDA. CDA 2 Developer will be a party to, and the "Developer" for the purposes of, the CDA for Segments 2-4.

Attached please find a draft Certificate of Formation and a draft Limited Liability Company Agreement for each CDA 1 Developer and CDA 2 Developer. Note that Section 9 of each draft Limited Liability Company Agreement contains a provision stating that no individual member of CDA 1 Developer or CDA 2 Developer, as applicable, will be entitled to stop, hinder or delay work on the Project in the case of a dispute among members (if there ever are more than a single member).

CERTIFICATE OF FORMATION

OF

[CDA 1 DEVELOPER], LLC

(a Delaware limited liability company)

FIRST: The name of the limited liability company is:

[CDA 1 DEVELOPER], LLC

SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation of [CDA 1 Developer], LLC as of December [__], 2008.

_____
[_____]
Authorized Person

CERTIFICATE OF FORMATION

OF

[CDA 2 DEVELOPER], LLC

(a Delaware limited liability company)

FIRST: The name of the limited liability company is:

[CDA 2 DEVELOPER], LLC

SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation of [CDA 2 Developer], LLC as of December [__], 2008.

_____
[_____]
Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT

OF

[CDA 1 DEVELOPER], LLC

This **LIMITED LIABILITY COMPANY AGREEMENT** (the "Agreement") of [CDA 1 DEVELOPER], LLC (the "Company") is effective as of [_____], 2008.

1. Continuation of Limited Liability Company. OHL Infrastructure, Inc., a Delaware corporation (the "Member") has executed this Agreement for the purpose of establishing and governing the Company. A Certificate of Formation of the Company was filed in the office of the Secretary of State of the State of Delaware on [_____] pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-201, et seq. (as such statute may be amended from time to time, and together with any successor to such statute, the "Act"), and remains in full force and effect. The rights and obligations of the Member and the administration and termination of the Company will be governed by this Agreement and the Act. This Agreement is the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act. To the extent this Agreement is inconsistent in any respect with the Act, this Agreement will control.

2. Name. The name of the Company is "[CDA 1 Developer], LLC".

3. Purpose. The purpose of the Company is to develop, design, construct, finance, operate and maintain the North Tarrant Express Project and to engage in any and all lawful businesses or activities in which a limited liability company may be engaged under applicable law (including, without limitation, the Act).

4. Powers of the Company. Subject to any limitations set forth in this Agreement, the Company will have the power and authority to take any and all actions, necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 3, including the power to borrow money and issue evidences of indebtedness in furtherance of the purposes of the Company.

5. Registered Agent and Registered Office. The name of the registered agent of the Company in the State of Delaware is Corporation Service Company, whose address is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, whose address is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

6. Mailing Address. The initial mailing address of the Company is:

OHL Infrastructure, Inc.
5914 West Courtyard Drive, Suite 160
Austin, TX 78730

The Company may change its mailing address and may have such other offices as the Member may designate from time to time.

7. Fiscal Year. The fiscal year of the Company ends on [December 31.]

8. Members. Member is the sole member of the Company. Such Member's mailing address is:

OHL Infrastructure, Inc.
5914 West Courtyard Drive, Suite 160
Austin, TX 78730

9. Additional Members; Dispute. In the event that the Member amends or modifies this Agreement to include one or more additional members of the Company, **no individual member shall be entitled to stop, hinder or delay work on the Project should there be a dispute between or among members.**

10. Management of Company. The Member is designated the "Manager" for the Company as such term is defined in the Act. The business and affairs of the Company will be managed exclusively by the Member. The Member has the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the law of the State of Delaware.

11. Officers; Prior Actions. The Member may appoint one or more Executive Vice Presidents, one or more Vice Presidents and such other officers of the Company as the Member may deem necessary or advisable to manage the day-to-day business affairs of the Company (collectively, the "Officers"). To the extent delegated by the Member, any Officer may act on behalf of, bind and execute and deliver documents in the name and on behalf of the Company. No such delegation will cause the Member to cease to be the "Manager" for the Company as such term is defined in the Act. Unless otherwise specified by the Member, each Officer will have such rights, powers and authority generally associated with officers holding the same title in a Delaware Corporation. In addition to the foregoing, each of the Officers is authorized to execute and file on behalf of the Company such certificates, filings or other documents that such person may deem necessary or appropriate in connection with the organization or operations of the Company, including, without limitation, the execution and filing of the Certificate of Formation of the Company and the execution and filing of a Form SS-4 Application for Employer Identification Number with the U.S. Internal Revenue Service on behalf of the Company, and any prior actions taken by such person in connection with the organization of the Company are hereby ratified, adopted and approved.

12. Capital Contributions. No loan made to the Company by the Member will constitute a capital contribution to the Company for any purpose.

13. Distributions. Each distribution of cash or other property by the Company will be made 100% to the Member. Each item of income, gain, loss, deduction and credit of the Company will be allocated 100% to the Member. Notwithstanding anything to the contrary contained herein, the Company will not make a distribution to the Member on the account of its interest in the Company if such distribution would violate Section 18-607 of the Act.

14. Liability of Member. Except as otherwise provided under the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and the Member will not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

15. Capital Accounts. A capital account will be maintained for the Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv).

16. Dissolution and Winding Up. The Company will dissolve and its business and affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member; (b) the retirement, resignation, expulsion or bankruptcy of the Member or the occurrence of any other event which terminates the continuing membership of the Member in the Company; or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

17. Amendments. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

18. Governing Law. This Agreement will be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law principles that would result in the application of the law of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has caused this Limited Liability Company Agreement of [CDA 1 Developer], LLC to be duly executed and delivered as of the date first above written.

OHL Infrastructure, Inc.
its sole Member

_____

Name: R. Hombrados
Title: Vice President

LIMITED LIABILITY COMPANY AGREEMENT

OF

[CDA 2 DEVELOPER], LLC

This **LIMITED LIABILITY COMPANY AGREEMENT** (the "Agreement") of CDA 2 DEVELOPER, LLC (the "Company") is effective as of [_____], 2008.

1. Continuation of Limited Liability Company. OHL Infrastructure, Inc., a Delaware corporation (the "Member") has executed this Agreement for the purpose of establishing and governing the Company. A Certificate of Formation of the Company was filed in the office of the Secretary of State of the State of Delaware on [_____] pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-201, et seq. (as such statute may be amended from time to time, and together with any successor to such statute, the "Act"), and remains in full force and effect. The rights and obligations of the Member and the administration and termination of the Company will be governed by this Agreement and the Act. This Agreement is the "limited liability company agreement" of the Company within the meaning of Section 18-101(7) of the Act. To the extent this Agreement is inconsistent in any respect with the Act, this Agreement will control.

2. Name. The name of the Company is "[CDA 2 Developer], LLC".

3. Purpose. The purpose of the Company is to develop, design, construct, finance, operate and maintain the North Tarrant Express Project and to engage in any and all lawful businesses or activities in which a limited liability company may be engaged under applicable law (including, without limitation, the Act).

4. Powers of the Company. Subject to any limitations set forth in this Agreement, the Company will have the power and authority to take any and all actions, necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 3, including the power to borrow money and issue evidences of indebtedness in furtherance of the purposes of the Company.

5. Registered Agent and Registered Office. The name of the registered agent of the Company in the State of Delaware is Corporation Service Company, whose address is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, whose address is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

6. Mailing Address. The initial mailing address of the Company is:

OHL Infrastructure, Inc.
5914 West Courtyard Drive, Suite 160
Austin, TX 78730

The Company may change its mailing address and may have such other offices as the Member may designate from time to time.

7. Fiscal Year. The fiscal year of the Company ends on [December 31.]

8. Members. Member is the sole member of the Company. Such Member's mailing address is:

OHL Infrastructure, Inc.
5914 West Courtyard Drive, Suite 160
Austin, TX 78730

9. Additional Members; Dispute. In the event that the Member amends or modifies this Agreement to include one or more additional members of the Company, **no individual member shall be entitled to stop, hinder or delay work on the Project should there be a dispute between or among members.**

10. Management of Company. The Member is designated the "Manager" for the Company as such term is defined in the Act. The business and affairs of the Company will be managed exclusively by the Member. The Member has the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the law of the State of Delaware.

11. Officers; Prior Actions. The Member may appoint one or more Executive Vice Presidents, one or more Vice Presidents and such other officers of the Company as the Member may deem necessary or advisable to manage the day-to-day business affairs of the Company (collectively, the "Officers"). To the extent delegated by the Member, any Officer may act on behalf of, bind and execute and deliver documents in the name and on behalf of the Company. No such delegation will cause the Member to cease to be the "Manager" for the Company as such term is defined in the Act. Unless otherwise specified by the Member, each Officer will have such rights, powers and authority generally associated with officers holding the same title in a Delaware Corporation. In addition to the foregoing, each of the Officers is authorized to execute and file on behalf of the Company such certificates, filings or other documents that such person may deem necessary or appropriate in connection with the organization or operations of the Company, including, without limitation, the execution and filing of the Certificate of Formation of the Company and the execution and filing of a Form SS-4 Application for Employer Identification Number with the U.S. Internal Revenue Service on behalf of the Company, and any prior actions taken by such person in connection with the organization of the Company are hereby ratified, adopted and approved.

12. Capital Contributions. No loan made to the Company by the Member will constitute a capital contribution to the Company for any purpose.

13. Distributions. Each distribution of cash or other property by the Company will be made 100% to the Member. Each item of income, gain, loss, deduction and credit of the Company will be allocated 100% to the Member. Notwithstanding anything to the contrary contained herein, the Company will not make a distribution to the Member on the account of its interest in the Company if such distribution would violate Section 18-607 of the Act.

14. Liability of Member. Except as otherwise provided under the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and the Member will not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

15. Capital Accounts. A capital account will be maintained for the Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv).

16. Dissolution and Winding Up. The Company will dissolve and its business and affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member; (b) the retirement, resignation, expulsion or bankruptcy of the Member or the occurrence of any other event which terminates the continuing membership of the Member in the Company; or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

17. Amendments. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

18. Governing Law. This Agreement will be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law principles that would result in the application of the law of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has caused this Limited Liability Company Agreement of [CDA 2 Developer], LLC to be duly executed and delivered as of the date first above written.

OHL Infrastructure, Inc.
its sole Member

_____

Name: R. Hombrados
Title: Vice President

IDENTIFICATION OF PROPOSER AND EQUITY PARTICIPANTS - Form B-1

NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, fax, email)	ROLE IN ORGANIZATION	Texas Contractor License and License Limit (if applicable)	Description of Work/Services To Be Performed By Entity (if applicable)
OHL Infrastrucure, Inc. (5914 West courtyard Suite 160 Austin, TX 78730, Roberto Hombrados, 512-860-3850, 512-860-3851, rhombrados@ ohlinfrastructure.com)	Proposer	N/A	Investor
OHL Concesiones (Paseo de la Castellana, 259 D Torre Espacio 28046 Madrid, 512-860-3850, 512-860-3851, rhombrados@ ohlinfrastructure.com)	Equity Participant	N/A	Guarantor

The above information is true, correct and accurate.

OHL Infrastructure, Inc.

By: _____

Name: Roberto Hombrados

Title: Authorized Representative

INFORMATION ABOUT PROPOSER ORGANIZATION—Form B-2

1.0 Name of Proposer: .OHL Infrastructure, Inc.
Name of Developer Not yet formed

2.0 Type of entity: Proposer: Corporation
Developer 1: LLC
Developer 2: LLC

3.0 Proposer's address: 5914 West Courtyard Suite 160

Austin, TX 78730

512-860-3850 Telephone
512-860-3851 Facsimile

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

Name	No. of years in business	No. of years under present name
OHL Infrastructure, Inc.	2	2
OHL Concesiones, S.L.	8	8
Developer 1	0	0
Developer 2	0	0

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

Proposer: OHL Infrastructure, Inc.

OHL Infrastructure, Inc.: none
OHL Concesiones, S.L.: none
Developer 1: N/A
Developer 2: N/A

6.0 The Proposer shall review its QS previously submitted to TxDOT and list below any Key Personnel and other key staff members and their relevant experience that have been approved by TxDOT since the submission of the QS. Except as updated by the following information, the Proposer's QS is hereby incorporated as if set forth in full and the Proposer represents and warrants to TxDOT that the information set

forth in the QS, except as set forth herein, is true, complete and accurate in all respects and does not contain any misleading or incorrect information. Attach separate sheets if necessary.

Please see attachment A

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

N/A

8.0 The Proposer has the option of providing either the Payment and Performance Letter of Credit meeting the requirements in Exhibit M of the ITP and ITP Section 6.1.1(k)(ii) or Payment and Performance Bonds meeting the requirements of ITP Section 6.1.1(k)(i) to secure its payment and performance obligations under the Concession CDA. Proposer shall make its selection below by checking the appropriate box.

☐ Payment and Performance Letter(s) of Credit; or

☒ Payment and Performance Bonds

8.1 If the Proposer intends to provide Payment and Performance Bonds, the Proposal shall include the following information regarding the Surety/Bonding companies committing to issue the payment and performance bonds in accordance with Concession CDA Section 16.

(a) Name and address of bonding company(ies) that will provide the surety bonds required by the Concession CDA (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company), and the name, address and phone number of the designated agent.

Please see attachment B

_____

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

8.2 If the Proposer intends to provide the Payment and Performance Letter of Credit, the Proposal shall include the following information regarding the financial institution committing to issue the Payment and Performance Letter of Credit in accordance with Exhibit M of the ITP.

(a) Name and address of financial institution(s) that will issue the Payment and Performance Letter of Credit required by Exhibit M of the ITP and Section 16.3.1 of the Concession CDA (must have a credit rating of "A" or better according to Standard & Poors Rating Services, a division of The McGraw-Hill Companies, Inc. and with an office in Austin, Dallas, Houston, or San Antonio at which such Payment and Performance Letter of Credit can be presented for payment), and the name, address and phone number of the designated agent.

N/A _____

_____

_____

9.0 The Proposer hereby commits to providing the security for its obligations under the Pre-Development CDA in the amount of $10,000,000 if selected to enter into the CDAs. The security will be subject to approval by TxDOT as provided in ITP Section 5.13.2(e) and will be in the following form (check appropriate box):

A. One or more guarantees in the form of Form T from a guarantor approved by TxDOT in its sole discretion. ☐

B. An irrevocable direct pay standby letter of credit, which shall be payable to TxDOT immediately upon presentation, issued by a financial institution with an office in Austin, Houston, Dallas, Fort Worth, or San Antonio Texas at which the letter of credit can be presented for payment. The letter of credit shall be conditioned only on written presentation from TxDOT to the issuer stating either that (i) ☒

Developer is in breach of the Contract Documents or (ii) TxDOT is making the draw within 30 days prior to the expiration date and has received no new or replacement letter of credit required from Developer. The expiration date shall not be earlier than one year from the date of issue and the letter of credit shall allow for multiple draws. Draw on the letter of credit shall not be conditioned on prior resort to any other security or demand to Developer.

C. A forfeiture bond payable upon default by Developer and in a form acceptable to TxDOT in its sole discretion. ☐

D. Other security acceptable to TxDOT in its sole discretion. ☐

STATE OF Texas)
)
COUNTY OF Travis)

Each of the undersigned, being first duly sworn, deposes and says that Roberto Hombrados is the Authorized Representative of OHL Infrastructure, Inc., which is the Proposer, the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

(Signature)	(Signature)
Roberto Hombrados	
(Name Printed)	(Name Printed)
Authorized Representative	
(Title)	(Title)

Subscribed and sworn to before me this 30 day of Oct, 2008.

DEANNA MORAGA
Notary Public, State of Texas
My Commission Expires
September 07, 2011

Deanna Moraga
Notary Public in and for
said County and State

[Seal]

My commission expires: Sept. 07, 2011

Information about Proposer-Form B-2
Attachment A

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

Segment 1

Luis Berrios – Project Manager (OHLC)

- 34 years of experience including extensive project responsibility for administration, finance, technical, project development, and operations
- Key projects
  - Autopista del Sol, Santiago de Chile to San Antonio, Chile – General Manager for the 132.3 km, $281 million tollroad
  - Autopista los Libertadores, Santiago de Chile to Los Andes, Chile – General Manager for the 119.4 km, $240.3 million tollroad
  - Autopista los Andes, Valparaiso Region, Chile – Technical Manager for the 92 km, $423 million tollroad
  -

Roberto Hombrados – Deputy Project Manager (OHLI)

- 13 years of experience including extensive project responsibility for project supervision, environmental compliance, construction oversight, and operations and maintenance oversight.
- Key projects
  - M-12 Eje Aeropuerto Toll Highway, Madrid, Spain – Business Director for the investment, financing, and operation of the $500 million toll highway

- Concesionaria Mexiquense, Mexico City, Mexico – Deputy Project Manager for the $482 million, 32.3 mile DBFO toll highway
- Autopista Los Andes, Route 60, Chile – Project Manager for the 57 mile DBFO in Chile

Francisco Zacarias – Finance and Administration Manager (OHLC)

- 15 years of experience including incorporation of four major Concessions for OHL in Mexico – and dealt with equity members and banks to develop the Financial Models and Plans to successfully close the procurement.

Judy Meyer – Public Outreach and Communications Manager (PIA)

- 22 years of experience with specialized expertise in the areas of communication program assessment and strategy development, multi-state, statewide or long transportation corridors, and communicating with special interests, such as the freight community or disadvantaged populations.
- Key projects
  - North Texas Tollway Authority Communication Plan and Project Communication Management, Plano, TX – Project Communications Director for the development of a comprehensive communications plan
  - The Southern Gateway (IH 35E / US 67), Dallas, TX – Public Involvement Director responsible for the development and implementation of a comprehensive public involvement program
  - SW Loop 410, Culebra Road to IH 35, San Antonio, TX – Public Involvement Director responsible for the development and implementation of a comprehensive public involvement program which focused on the Hispanic community affected by this project

Thomas Munson – Design Manager (TS)

- 24 years of experience including particular emphasis on managing Design/Build and CDA projects on major highway facilities
- Key projects
  - IH 385 Widening, Greenville, SC – Project Manager for the complex 6.5 mile widening project with reconstruction and reconfiguration requirements at five interchanges

- Carolina Bays Parkway, Myrtle Beach, SC – Deputy Project Manager for the 21.5 mile, $242 million design/build project – delivered in just 14 months and won the South Carolina Excellence in Design award
- IH 35 Expansion from US 169 / K 7 north to K 150, Johnson County, KC – Project Manager for this widening and interchange reconfiguration project

Ben Withered – Construction and Scheduling Manager (AW-TS JV)

- 22 years of experience including hands-on and oversight involvement with quality control, project controls, schedule, construction operations and construction phase O&M.
- Key projects
  - CMGC-3, DART, Dallas, TX – Senior Project Manager for the 12-month pre-construction services period of this $474M light rail transit project. Was instrumental in submitting over $20 million in cost reduction solutions in the pre-construction phase.
  - North Dallas Tollway 463, Dallas, TX – Project Manager for the $30 million northern extension of the North Dallas Tollway – and closed the project significantly ahead of schedule
  - President George Bush Turnpike Interchange with IH35, Dallas, TX – Project Manager for this project that drainage, retaining walls, concrete pavement, and 17 bridges. Managed the project with multiple teams performing concurrent activities to complete the project six months ahead of schedule.

Brad Penn – Right of Way Acquisition Manager (TS)

- 21 years of real estate consulting experience, including right-of-way acquisition and appraisal management
- Key projects
  - IH 635 Right-of-Way Acquisition, TxDOT – Dallas District, Dallas County, TX – Right of Way Manager for this 12 mile, 29 parcel project. Overcame conflicts of interest, property damage and the efficient relocation of outdoor signage and a 450-tenant storage facility.
  - Rufe Snow Road Improvements, North Richland Hills, TX – Project Manager for the acquisition of 70 parcels for this roadway widening project
  - SH 201 / Clear Creek Road and Airport Expansion, Killeen, TX – Project Manager for the acquisition of 60 parcels for this roadway and terminal site expansion project

Lester Cisneros – Utilities Adjustment Manager (TBE)

- 25 years of experience managing daily operation of Subsurface Utility Engineering and Utility Coordination projects
- Key projects
  - SR 160/Blue Diamond Road, Las Vegas, NV – Lead Utility Coordinator for Subsurface Utility Engineering, utility coordination, right of way acquisition/relocation, and utility design services
  - Control Number: 2033; Termini: NM 45 Coors Corridor, Central to Rio Bravo (Segment I), Albuquerque, NM – Senior Utility Coordinator for professional utility coordination and Subsurface Utility Engineering
  - Control Number: 3031; Termini: NM 273, Santa Teresa, NM – Senior Utility Coordinator for the relocation of six utilities prior to construction for this rural / urban safety and roadway widening project

Scott Spradlin – Quality Assurance Program Manager (RKI)

- 10 years of experience with design and construction emphasis on major transportation infrastructure projects and knowledge of ISO 9000:2000 standards
- Key projects
  - SH 130 Design Build Toll Project, Austin, TX – Quality Assurance Area Manager responsible for approximately 25 engineers, inspectors, materials testing technicians and environmental compliance inspectors for this $1.3 billion, 49-mile tollroad
  - Construction of Dessau Road Extension, Pflugerville & Austin, TX – Construction Project Manager responsible for maintaining quality assurance over materials testing and supervised construction inspectors.

Chien Fu – Independent Quality Acceptance Manager (RKI)

- 30 years experience in geotechnical and materials engineering, testing, and research
- Key projects

- SH130 Turnpike, Austin, TX – Quality Assurance Testing Manager responsible for oversight on the AASHTO accredited laboratory that performed all acceptance testing for this $1.3 billion, 49-mile long new location project
- Served as Director of Texas Department of Transportation (TxDOT) Materials and Test Division Soils and Aggregates Section

Thomas Van Zandt – Environmental Compliance Manager (HC)

- 25 years of experience in environmental management including Environmental Impact Statements (EIS), environmental assessment and permitting projects
- Key projects
  - SH 130 Segments 1-4 Design-Build Project, TxDOT – Austin District and Texas Turnpike Authority, Austin, TX – Environmental Compliance Manager of the first design-build EDA project in Texas, responsible for the development and implementation of the project's Environmental Protection Program, through design, pre-construction, and construction phases of the project
  - US 183A Toll Road Design-Build Project, Austin, TX – Project Principal and QC Manager for environmental compliance management and inspection

Richard Carter – Operations Manager (VMS)

- 12 years experience in asset management and the installation and maintenance of hardware for complex tolling systems
- Key projects
  - Florida's Turnpike Enterprise (FTE), Orlando, FL – Project Manager of Asset Management for ORT, ITS and toll-booth installation and system operation and maintenance (including roadways) on the new FTE Program, encompassing 734 managed lanes (including 27 ORT lanes)
  - Ted Stevens Anchorage International Airport, Anchorage, AK –Asset Manager for Asset Management Program, responsible for contractual compliance, budgeting, client interface, and program development

Bruce Sampson – Maintenance Manager (VMS)

- 17 years of experience in maintenance management of Texas urban highways and tollways, including budgeting and tracking project costs, managing employees and contractors, scheduling work activities, implementing safety programs, managing traffic services and emergency response services, ensuring compliance with contract requirements, and maintaining communications
- Key projects
  - IH 35 Corridor, Waco, TX – Project Manager for maintenance oversight on this 120-mile project, which includes 964 lane miles of highway and service roads
  - President George Bush Turnpike, Dallas, TX – Project manager for this 30.5-mile tolled freeway in the northern suburbs of the DFW area, responsible for asset management of roadways, bridges, major interchanges, tunnels and access ramps

Segments 2-4

Luis Berrios – Project Manager (OHLC)

- 34 years of experience including extensive project responsibility for administration, finance, technical, project development, and operations
- Key projects
  - Autopista del Sol, Santiago de Chile to San Antonio, Chile – General Manager for the 132.3 km, $281 million tollroad
  - Autopista los Libertadores, Santiago de Chile to Los Andes, Chile – General Manager for the 119.4 km, $240.3 million tollroad
  - Autopista los Andes, Valparaiso Region, Chile – Technical Manager for the 92 km, $423 million tollroad

Ignacio Garcia – Deputy Project Manager (OHLC)

- 13 years of experience in prospecting, engagement, bidding and development of infrastructure Public Private Partnerships (PPP) in North America and Europe
- Key project
  - R-2 Madrid-Guadalajara Toll Highway, Madrid, Spain – Progressive positions of responsibility for the $500 million project including:
  - Assistant Technical Director (responsible for project supervision, environmental issues, construction company claims investigation, liaison to public officials, interface manager of the contractor, ITS provider and concessionaire)
  - Deputy Operations and Maintenance Manager (responsible for tollroad operations and maintenance of the tollroad)
  - Technical Director (responsible for the construction, maintenance and public relations)

Craig Miller – Design Manager (TS)

- 40 years of experience in managed lanes and tollroad consulting assignments ranging from new tollroads on new alignments, expansion of existing tollroads, to Express (Toll) Lanes, and Truck Only Toll (TOT) Lanes
- Key projects

- IH 95 Hotlanes, Miami, FL – Principal Author of the 1000-page IH 95 Hotlanes Proposal, a public-private partnership proposal, submitted to FDOT under F.S. 334.30, Florida's Public-private Partnership Act. In addition, a $500M superturnkey public/private partnership was proposed to to privately design-build, finance and operate a reversible Hotlane System on IH 95 using moveable barriers. The proposed financing included a TIFIA loan and non-recourse investment-grade tax-exempt bonds.
- Tollroad Feasibility Studies, El Paso, TX – Project Manager for feasibility studies of over 100 miles of tollroad and managed lanes
- Arizona Tollroad Company Hotlane System Privatization Study, Phoenix, AZ – Project Manager for Hotlane privatization study on behalf of private tollroad development company. Developed $400 million private financing plan for Hotlanes on several corridors.

Pablo Ybanez – Finance Manager (OHLC)

- 10 years of experience in project finance for financial close agreements, resources for project development, and daily cash flow management for toll roads, shadow tolls, trains, ports and airports infrastructure
- Key projects
  - Autovia de Aragón, Madrid, Spain – Financial Advisor for the first phase of this $286 million project. Analyzed the project's feasibility and associated risks, including commercial and financial issues, risk allocation and corporate and financial structuring. He also developed a financial model and financial plan for this project
  - Autopista los Libertadores, Santiago de Chile to Los Andes, Chile – Project Finance Director responsible for the due diligence process, including development and negotiations of monoline contracts and a comprehensive financial model of this $240 million project
  - Autopista del Sol, Santiago de Chile to San Antonio, Chile– Project Finance Director responsible for the due diligence process, including development and negotiations of monoline contracts and financial models for this $281 million project

Joseph Savage – Traffic & Revenue Services (TS)

- 35 years of experience in planning and engineering services for roadway design, transportation engineering, transit, HOV, TDM and multi-modal terminals, ferry systems planning and feasibility studies, travel demand forecasting, land use planning, public transit, bicycle/pedestrian planning and facility design

- Key projects
  - Trans-Texas Corridor, TxDOT, Mexico, Texas and Oklahoma – Discipline Manager for technical and financial portions of the Comprehensive Development Agreement (CDA) between Texas Transportation Commission and Cintra-Zachery LP for development of the multi-modal TTC-35 High Priority Corridor between Mexico and Oklahoma through Central Texas.
  - SH 130 Toll Road, TxDOT TTC, Austin, TX – Discipline Manager responsible for Facility Concession Agreement (FCA) between Texas Transportation Commission and Cintra-Zachery LP joint venture to construction sections five and six of SH 130 toll road. Assisted defining technical service level and operational standards for mandatory facility upgrades.
  - Pennsylvania Turnpike Concession Bid, PA – Discipline Manager for traffic and revenue forecasting tasks for Transurban and investor Consortium for a 75-year concession for this 500 mile toll road.

Jason Buntz – Environmental Services Manager (HC)

- 10 years of experience with the environmental process in the development of transportation facilities, from the schematic design phase through final design and construction
- Key projects
  - State Highway 130 Segments 1-4 Design-Build Project, Austin, TX – Environmental Compliance Manager for environmental compliance for the 49-mile toll-road construction project, including management and coordination of the Environmental Compliance Inspection team and the NEPA, Section 404/401, TPDES, Section 106 and other regulatory compliance, permitting and mitigation programs
  - SH 130 Environmental Impact Statement, Texas Turnpike Authority, Austin, TX –NEPA Task Manager for route selection and preparation of an Environmental Impact Statement for this major, new location toll road reliever route for Interstate 35 around Austin
  - US 183 Roadway Improvements, TxDOT Austin District, Austin, TX –NEPA Task Leader for Environmental Assessment, public involvement, permitting and environmental commitments

Ronald Seal – Quality Assurance Program Manager (RKI)

- 26 years of experience with extensive knowledge in engineering principles, practices and methods, construction inspection methods, management principles, practices and procedures, budgetary procedures as well as contract administration policies and procedures
- SH 130 Design Build Toll Project, Austin, TX – Quality Assurance Area Manager responsible for implementation of quality assurance procedures, personnel training, deficiency detection, nonconformance reporting, root cause analysis, verification of corrective actions, identification of opportunities for improvement, and achievement of metrics on this $1.3 billion, 49-mile toll road
- Employed at TxDOT, Beaumont District – Area Engineer responsible for administration oversight for consultant design work, in-house design work, construction projects and maintenance in Tyler, Jasper and Newton counties.

INFORMATION ABOUT PROPOSER ORGANIZATION—Form B-2
Attachment B

8.1 If the Proposer intends to provide Payment and Performance Bonds, the Proposal shall include the following information regarding the Surety/Bonding companies committing to issue the payment and performance bonds in accordance with Concession CDA Section 16.

(a) Name and address of bonding company(ies) that will provide the surety bonds required by the Concession CDA (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company), and the name, address and phone number of the designated agent:

Name and Contact Information for Travelers (Surety for Archer Western AND Texas Sterling)

TRAVELERS CASUALTY AND SURETY COMPANY
ONE TOWER SQUARE
HARTFORD, CT 06183
CONTACT NAME: BOB RANEY
PHONE: (860) 277-3914
A.M. BEST RATING: "A+"
FINANCIAL SIZE CATEGORY: XV

Name and Contact Information for Archer Western's Bond Agency
SURETY SERVICES OF AMERICA, INC.
1901 DES PLAINES AVE.
PARK RIDGE, IL 60068
TEXAS INSURANCE AGENCY LICENSE NUMBER FOR SURETY SERVICES: 15582
CONTACT NAME: KEVIN P. NAGEL
PHONE: (847) 384-8619
TEXAS INSURANCE AGENT LICENSE NUMBER FOR KEVIN P. NAGEL: 1212338

Name and Contact Information for Texas Sterling's Bond Agency
VALENTI, TROBEC, CHANDLER & SCHURR, INC.
6054 LIVERNOIS
P.O. BOX 4960

INFORMATION ABOUT PROPOSER ORGANIZATION—Form B-2 Attachment

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

Answer: Travelers has never defaulted on any obligation within the past ten years

INFORMATION ABOUT MAJOR PARTICIPANTS, MAJOR PROFESSIONAL SERVICES FIRMS AND IDENTIFIED SUBCONTRACTORS—Form B-3

[This form will be used to provide information about any Major Participants (excluding Equity Participants that do not fall into categories (a) through (g) of the definition of Major Participants) and Major Professional Services Firms and any other subcontractors that have been identified as of the Proposal Due Date.]

Proposer Name **OHL Infrastructure, Inc.**

Entity Name / Contact	Address of Head Office	Telephone / Fax	Specialty / Assignment
OHL Concesiones, SL / Luis Berrios	Paseo de la Castellana 259 D. Torre Espacio 28046 Madrid	+34 91 348-4642	Equity Participant
OHL Infrastructure, Inc. / Roberto Hombrados	5914 West Courtyard Drive, Suite 160 Austin, TX 78730	(512) 860-3850 Fax: (512) 860-3851	Proposer / Developer
TranSystems / Raul Pena	500 West Seventh Street, Suite 1100 Fort Worth, TX 76102	(817) 339-8950 Fax: (817) 336-2247	Engineering / ROW
Archer Western & Texas Sterling Joint Venture / Bill Heathcott	2121 Avenue J, Suite 103 Arlington, TX 76006	(817)640-3898 Fax: (817) 640-8734	Design Build Contractor
Telvent Farradyne Inc. / Duane Hartmann	7000A Holister Rd. Houston, TX 77040	(713) 744-4703 Fax: (713) 939-0390	ITS design services
VMS Inc. / Andrea Warfield	203 East Cary Street, Suite 200 Richmond, VA 23219	(804) 261-8000 Fax: (804) 264-1808	Asset management/ maintenance
DEPFA Bank, PLC Victoria Taylor	623 Fifth Avenue, 22nd Floor New York, NY 10022	(212) 796-9200	Financial Advisor
Raytheon / Chris Hopkins	7000 MoPac Expressway, Suite 2067 Austin, TX 78731	(512) 514-6202 Fax (714) 446-2584	Tolling Systems
Hicks & Company / Tom Van Zandt	1504 W. 5th St. Austin, TX 78703	(512) 478-0858	Environmental, Archeological and Planning Consultants
Gideon Toal, Inc. / James Toal	500 West Seventh Street, Suite 1400 Fort Worth, Texas 76102	(817) 335-4991 Fax: (817) 877-1861	Landscape Architecture

Kleinfelder / Doyle Smith	6850 Manhattan Blvd Suite 300 Fort Worth, TX 76120	(817) 429-6692 Fax: (817) 429-7869	Geotechnical
Civil Structures / James Browne	11520 N Central Expwy, # 228 Dallas, TX 75243	Tel: (214) 221-4477 Fax: (214) 221-4479	General Civil and Structure Design
Wilson Associates / Earl Wilson	4029 El Cid Place, Fort Worth, TX 76133	(817)346-8362	Value Engineering
Public Information Associates / Judy Meyer	P.O Box 570, Allen, TX 75013	(214) 495-0403	Public Relations
TBE Group, Inc. / Brent D'Angelo	201 Gold Street, Suite 100B Garland, Texas 75042	(972) 682-5432 Fax: (972) 682-5603	Subsurface Utility Engineering (SUE) and Utility Adjustment Coordination
Ernst & Young / Jay Zukerman	5 Times Square,New York, NY 10036 Tel: +1-212-773-3270 Fax: +1-212-773-2075	(212) 773-3270 Fax: (212) 773-2075	Advisory services
Mercer / Yeeyan Lo	Tower Place, London, EC3R 5BU, UK	+44 (0) 20 7178 7296	Financial Model Auditor
Marsh / Linda Wilcox	1166 Avenue of the Americas New York, NY 10036	(212) 345-6778 Fax: (212) 345-7172	Private Equity and M&A Services
Orrick / Young Lee	666 Fifth Avenue, New York, New York 10103	(212) 506–5012 Fax: (212) 506–5151	Legal Advisors
HVJ / Sherry Outlaw	6120 S. Dairy Ashfort Rd. Houston, TX 77072	(281) 983-8826 Fax (281) 983-7293	Civil and geological services
Arcadis / Ken Bohuuslav	1717 W. 6th St. Suite 210 Austin, TX 78703	(936) 632-9722	Civil engineering services
CARCON Industries / Arcilia Acosta	8908 Ambassador Row Ste. 200 Dallas, Texas 75247	(214) 352-8515 Fax (214) 352-0608	DBE program management
SDi / Fred Cain	5821 Sourthwest Freeway, Suite 602 Houston, TX 77057	(713) 523-9911 Fax: (713) 523-4746	ITS communication
Mica Corporation / L.C. Tubb	P.O. Box 161609 Fort Worth, TX 76161	(817) 847- 6121 Fax: (817)847-6831	Construction services
Raba Kistner Infrastructure, Inc. / John Roberts	314 E. Highland Mall Blvd., Suite 112 Austin, Texas 78752	(512) 904-9177 Fax: (512) 904-9186	QA/QC

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants and/or Major Professional Services Firms resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above. The Proposer agrees that it will follow applicable CDA requirements with respect to Subcontractors. Proposer further declares that it has carefully examined the RFP Documents and acknowledges that TxDOT has determined that a Proposer's efforts to obtain participation by Subcontractors could reasonably be expected to produce 12.12% DBE participation for the professional services and construction portions of the Work.

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true and correct.

Executed: October 30, 2008

(Signature)

Roberto Hombrados
(Name printed)

Authorized Representative
(Title)

STATE OF) Texas
)
COUNTY OF Travis)

Each of the undersigned, being first duly sworn, deposes and says that Roberto Hombrados is the Authorized Representative of OHL Infrastructure, Inc which entity is the Proposer in the foregoing questionnaire, and that the answers to the foregoing questions and all other statements therein are true and correct.

(Signature)

Roberto Hombrados
(Name Printed)

Authorized Representative
(Title)

Subscribed and sworn to before me this 30 day of Oct, 2008.

DEANNA MORAGA
Notary Public, State of Texas
My Commission Expires
September 07, 2011

Notary Public in and for
said County and State

[Seal]

My commission expires: September 07, 2011.

RESPONSIBLE PROPOSER QUESTIONNAIRE—Form C

PROPOSER'S NAME: OHL Infrastructure, Inc.

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: OHL Infrastructure, Inc.

1. Questions

The Proposer/Equity Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Proposer/Equity Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. If this form is provided only for the Proposer, the term "**affiliate**" shall mean Developer, any Equity Participant or any entity which owns a substantial interest in or is owned in common with the Proposer, Developer or any Equity Participant, or any such entity in which the Proposer, Developer or any Equity Participant owns a substantial interest. If this form is provided by the Proposer and the individual Equity Participants, the term "**affiliate**" shall mean the entity signing the form, any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.

Within the past ten years, has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

a) Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes ___ No _X_

e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Texas governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Texas law.

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Texas Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time,

subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

h) Been assessed liquidated or other damages for failure to complete any contract on time?

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed Oct 30, 2008.

(Signature)

Roberto Hombrados
(Name Printed)

US DIrector
(Title)

OHL Concesiones
(Name of Organization)

RESPONSIBLE PROPOSER QUESTIONNAIRE—Form C

PROPOSER'S NAME: OHL Infrastructure, Inc. _____

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: OHL Concesiones, S.L.

1. Questions

The Proposer/Equity Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. The Proposer/Equity Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. If this form is provided only for the Proposer, the term "**affiliate**" shall mean Developer, any Equity Participant or any entity which owns a substantial interest in or is owned in common with the Proposer, Developer or any Equity Participant, or any such entity in which the Proposer, Developer or any Equity Participant owns a substantial interest. If this form is provided by the Proposer and the individual Equity Participants, the term "**affiliate**" shall mean the entity signing the form, any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.

Within the past ten years, has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

a) Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If no, so state.

Yes ___ No X___

b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes ___ No _X_

e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Texas governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Texas law.

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Texas Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing

wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

h) Been assessed liquidated or other damages for failure to complete any contract on time?

If yes, please explain the circumstances. If no, so state.

Yes ___ No _X_

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate to the best of my knowledge following due inquiry. Executed _October 30th, 2008.

_____
(Signature)

Roberto Hombrados
(Name Printed)

US DIrector
(Title)

OHL Concesiones
(Name of Organization)

INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS PERFORMING INSTALLATION OR CONSTRUCTION WORK—Form D

PROPOSER'S NAME: OHL Infrastructure, Inc.

NAME OF TEAM MEMBER: OHL Infrastructure, Inc.

ROLE OF TEAM MEMBER: Proposer

This form shall be filled out separately and provided for each member of the Proposer's team that will perform or supervise installation or construction Work for this Project, and including information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the State of Texas) by the entity, with separate statistics relative to the State of Texas. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. The Proposer may be requested to submit additional information or explanation of data which TxDOT may require for evaluating the safety record.

	2003	2004	2005	2006	2007
1) Total Hours Worked (in thousands) Nationwide: Texas:	N/A	N/A	N/A	2000	6000
2) Number of fatalities:* Nationwide: Texas:	N/A	N/A	N/A	None	None
3) Number of lost workdays:* Nationwide: Texas:	N/A	N/A	N/A	None	None

	2003	2004	2005	2006	2007
4) Number of lost workdays* cases: Nationwide: Texas:	N/A	N/A	N/A	None	None
5) Number of injury/illness* cases: Nationwide: Texas:	N/A	N/A	N/A	None	None
6) Number of days of* restricted work activity due to injury/illness: Nationwide: Texas:	N/A	N/A	N/A	None	None
7) Incidence Rate** Lost Workday Cases Nationwide: Texas: Days Lost Nationwide: Texas:	N/A	N/A	N/A	None	None
8) Worker's Compensation Experience Modifier Nationwide: Texas:	N/A	N/A	N/A	None	None

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Texas that the information is true and accurate within the limitation of those records.

OHL Infrastructure, Inc.	
Name of Company (Print)	Signature
5914 West Courtyard Dr. Suite 160	Vice President
Address	Title

Austin	TX 78730	512-860-3850
City	State and ZIP Code (or international address, if applicable)	Telephone Number

INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS PERFORMING INSTALLATION OR CONSTRUCTION WORK—Form D

PROPOSER'S NAME: OHL Infrastructure, Inc.

NAME OF TEAM MEMBER: Telvent Farradyne Inc.

ROLE OF TEAM MEMBER: ITS Development/Integration

This form shall be filled out separately and provided for each member of the Proposer's team that will perform or supervise installation or construction Work for this Project, and including information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the State of Texas) by the entity, with separate statistics relative to the State of Texas. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. The Proposer may be requested to submit additional information or explanation of data which TxDOT may require for evaluating the safety record.

	2003	2004	2005	2006	2007
1) Total Hours Worked (in thousands) Nationwide: Texas:				 765 15.7	 882 17.6
2) Number of fatalities:* Nationwide: Texas:				 0 0	 0 0
3) Number of lost workdays:* Nationwide: Texas:				 6 0	 90 0

	2003	2004	2005	2006	2007
4) Number of lost workdays* cases: Nationwide: Texas:				1 0	5 0
5) Number of injury/illness* cases: Nationwide: Texas:				1 0	5 0
6) Number of days of* restricted work activity due to injury/illness: Nationwide: Texas:				0 0	0 0
7) Incidence Rate** Lost Workday Cases Nationwide: Texas: Days Lost Nationwide: Texas:				0.52 0	1.13 0
8) Worker's Compensation Experience Modifier Nationwide: Texas:				.77 .77	.73 .73

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Texas that the information is true and accurate within the limitation of those records.

Telvent Farradyne Inc.	
Name of Company (Print)	Signature
7000A Holister Road	Vice President, Central
Address	Title

Houston	TX 77040	713-744-4703
City	State, ZIP Code	Telephone Number

(or international address, if applicable)

INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS PERFORMING INSTALLATION OR CONSTRUCTION WORK—Form D

PROPOSER'S NAME: OHL Infrastructure, Ltd

NAME OF TEAM MEMBER: Archer Western – Texas Sterling Joint Venture. (ARCHER WESTERN DATA)

ROLE OF TEAM MEMBER: Design Build Contractor

This form shall be filled out separately and provided for each member of the Proposer's team that will perform or supervise installation or construction Work for this Project, and including information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the State of Texas) by the entity, with separate statistics relative to the State of Texas. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. The Proposer may be requested to submit additional information or explanation of data which TxDOT may require for evaluating the safety record.

	2003	2004	2005	2006	2007
1) Total Hours Worked (in thousands)					
Nationwide:	3,924,351	5,237,855	6,161,412	7,171,175	7,256,119
Texas:	1,324,106	1,818,312	1,853,920	1,394,586	1,076,223
2) Number of fatalities:*					
Nationwide:	1	0	0	1	1
Texas:	0	0	0	0	0
3) Number of lost workdays:*					
Nationwide:	468	344	784	368	1,126
Texas:	23	0	11	0	84

	2003	2004	2005	2006	2007
4) Number of lost workdays* cases:					
Nationwide:	9	7	15	8	11
Texas:	2	0	1	0	1
5) Number of injury/illness* cases:					
Nationwide:	56	88	95	108	88
Texas:	18	22	15	15	11
6) Number of days of* restricted work activity due to injury/illness:					
Nationwide:	732	588	1,641	1,083	1,408
Texas:	506	248	669	327	146
7) Incidence Rate**					
Lost Workday Cases					
Nationwide:	0.45	0.26	0.48	0.22	0.30
Texas:	0.30	0	0.10	0	0.18
Days Lost					
Nationwide:	23.8	13.1	25.4	10.2	31.0
Texas:	3.5	0	1.2	0	15.6
8) Worker's Compensation Experience Modifier					
Nationwide:	0.89	0.94	0.95	0.84	0.73
Texas:	NA	NA	NA	NA	NA

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Texas that the information is true and accurate within the limitation of those records.

Archer Western Contractors, Ltd. Name of Company (Print)	R Joe Lee Signature
2121 Avenue J, Suite 103 Address	Business Group Manager Title

Arlington City	Texas, 76006 State, ZIP Code	817-640-3898 Telephone Number

(or international address, if applicable)

INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS PERFORMING INSTALLATION OR CONSTRUCTION WORK—Form D

PROPOSER'S NAME: OHL Infrastructure, Ltd

NAME OF TEAM MEMBER: Archer Western – Texas Sterling Joint Venture. (TEXAS STERLING DATA)

ROLE OF TEAM MEMBER: Design Build Contractor

This form shall be filled out separately and provided for each member of the Proposer's team that will perform or supervise installation or construction Work for this Project, and including information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the State of Texas) by the entity, with separate statistics relative to the State of Texas. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. The Proposer may be requested to submit additional information or explanation of data which TxDOT may require for evaluating the safety record.

	2003	2004	2005	2006	2007
1) Total Hours Worked (in thousands)					
Nationwide:	N/A	N/A	N/A	N/A	2,585,000
Texas:	2,074,000	1,690,000	2,200,000	1,912,000	2,521,000
2) Number of fatalities:*					
Nationwide:	N/A	N/A	N/A	N/A	2
Texas:	0	0	0	0	2
3) Number of lost workdays:*					
Nationwide:	N/A	N/A	N/A	N/A	720
Texas:	1356	1169	449	209	720

	2003	2004	2005	2006	2007
4) Number of lost workdays* cases:					
Nationwide:	N/A	N/A	N/A	N/A	16
Texas:	16	15	18	09	16
5) Number of injury/illness* cases:					
Nationwide:	N/A	N/A	N/A	N/A	92
Texas:	43	31	43	35	92
6) Number of days of* restricted work activity due to injury/illness:					
Nationwide:	N/A	N/A	N/A	N/A	1212
Texas:	392	905	872	668	1212
7) Incidence Rate**					
Lost Workday Cases					
Nationwide:	N/A	N/A	N/A	N/A	1.24
Texas:	1.54	1.78	1.64	.94	1.27
Days Lost					
Nationwide:	N/A	N/A	N/A	N/A	56.71
Texas:	130.76	138.34	40.82	21.86	57.12
8) Worker's Compensation Experience Modifier					
Nationwide:	N/A	N/A	N/A	N/A	N/A
Texas:	1.35	.97	1.17	.88	.99

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Texas that the information is true and accurate within the limitation of those records.

Texas Sterling Construction Co Name of Company (Print)	Signature
20810 Fernbush Address	Safety Director Title

Houston City	Texas, 77073 State, ZIP Code	(281) 821-9091 Telephone Number

(or international address, if applicable)

INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS PERFORMING INSTALLATION OR CONSTRUCTION WORK—Form D

PROPOSER'S NAME: OHL Infrastructure Inc.

NAME OF TEAM MEMBER: VMS Inc.

ROLE OF TEAM MEMBER: asset management/maintenance

This form shall be filled out separately and provided for each member of the Proposer's team that will perform or supervise installation or construction Work for this Project, and including information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the State of Texas) by the entity, with separate statistics relative to the State of Texas. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. The Proposer may be requested to submit additional information or explanation of data which TxDOT may require for evaluating the safety record.

	2003	2004	2005	2006	2007
1) Total Hours Worked (in thousands) Nationwide: Texas:	488,450 82,000	566,683 43,144	842,800 74,450	921,918 63,237	1,045,600 80,108
2) Number of fatalities:* Nationwide: Texas:	0 0	0 0	0 0	0 0	0 0
3) Number of lost workdays:* Nationwide: Texas:	VMS does not track	VMS does not track	VMS does not track	VMS does not track	VMS does not track

	2003	2004	2005	2006	2007
4) Number of lost workdays* cases: Nationwide: Texas:	VMS does not track	VMS does not track	VMS does not track	VMS does not track	VMS does not track
5) Number of injury/illness* cases: Nationwide: Texas:	15 1	4 1	15 4	13 1	16 2
6) Number of days of* restricted work activity due to injury/illness: Nationwide: Texas:	VMS does not track	VMS does not track	VMS does not track	VMS does not track	VMS does not track
7) Incidence Rate** Lost Workday Cases Nationwide: Texas:	6.1 2.4	1.4 4.6	4.0 4.0	3.0 3.0	3.0 4.9
Days Lost Nationwide: Texas:	VMS does not track	VMS does not track	VMS does not track	VMS does not track	VMS does not track
8) Worker's Compensation Experience Modifier Nationwide: Texas:	1.19	1.56	1.47	1.42	1.10

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Texas that the information is true and accurate within the limitation of those records.

VMS Inc.	
Name of Company (Print)	Signature
203 E. Cary Street, Suite 200	Executive Vice President
Address	Title

Richmond	23219	804.261.8000
City	State, ZIP Code	Telephone Number

(or international address, if applicable)

INDUSTRIAL SAFETY RECORD FOR TEAM MEMBERS PERFORMING INSTALLATION OR CONSTRUCTION WORK—Form D

PROPOSER'S NAME: OHL Infrastructure, Inc.

NAME OF TEAM MEMBER: Raytheon Company

ROLE OF TEAM MEMBER: Tolling Systems

This form shall be filled out separately and provided for each member of the Proposer's team that will perform or supervise installation or construction Work for this Project, and including information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the State of Texas) by the entity, with separate statistics relative to the State of Texas. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. The Proposer may be requested to submit additional information or explanation of data which TxDOT may require for evaluating the safety record.

	2003	2004	2005	2006	2007
1) Total Hours Worked (in thousands) Nationwide:	Nation: 156,627,792	Nation: 161,444,142	Nation: 163,112,388	Nation: 147,988,289	Nation: 146,707,592
Texas:	TX: 7,620,114	TX: 7,620,114	TX: 7,772,739	TX: 8,293,481	TX: 9,268,335
2) Number of fatalities:* Nationwide:	Nation: 0	Nation: 0	Nation: 0	Nation: 0	Nation: 0
Texas:	TX: 0	TX: 0	TX: 0	TX: 0	TX: 0
3) Number of lost	Nation: 5237	Nation: 4348	Nation: 3832	Nation: 3189	Nation: 4936

	2003	2004	2005	2006	2007
workdays:* Nationwide: Texas:	TX: 63	TX: 42	TX: 145	TX: 205	TX: 102
4) Number of lost workdays* cases: Nationwide:	Nation: 200	Nation: 176	Nation: 172	Nation: 143	Nation: 166
Texas:	TX: 3	TX: 4	TX: 6	TX: 4	TX: 4
5) Number of injury/illness* cases: Nationwide:	Nation: 778	Nation: 756	Nation: 761	Nation: 589	Nation: 568
Texas:	TX: 24	TX: 16	TX: 25	TX: 20	TX: 24
6) Number of days of* restricted work activity due to injury/illness: Nationwide:	Nation: Not tracked at company level	Nation: Not tracked at company level	Nation: Not tracked at company level	Nation: Not tracked at company level	Nation: Not tracked at company level
Texas:	TX: 299	TX: 105	TX: 183	TX: 335	TX: 386
7) Incidence Rate** **Lost Workday Cases** Nationwide:	Nation: Cases: 0.25 Days: 6.69	Nation Cases: 0.22 Days: 5.38	Nation Cases: 0.21 Days: 4.69	Nation Cases: 0.19 Days: 4.31	Nation Cases: 0.23 Days: 6.72
Texas: **Days Lost** Nationwide:	TX: Cases: 0.078 Days: 1.63	TX: Cases: 0.10 Days: 1.1	TX: Cases: 0.15 Days: 3.73	TX: Cases: 0.096 Days: 4.94	TX: Cases: 0.086 Days: 2.20
Texas:					
8) Worker's Compensation	Nation: 0.61	Nation: 0.64	Nation: 0.66	Nation: 0.61	Nation: 0.43

	2003	2004	2005	2006	2007
Experience Modifier Nationwide: Texas:	TX: 0.61 Per our carrier, Nationwide and TX rates are the same.	TX: 0.64 Per our carrier, Nationwide and TX rates are the same.	TX: 0.66 Per our carrier, Nationwide and TX rates are the same.	TX: 0.61 Per our carrier, Nationwide and TX rates are the same.	TX: 0.43 Per our carrier, Nationwide and TX rates are the same.

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Texas that the information is true and accurate within the limitation of those records.

Raytheon Company Name of Company (Print)	Cheryl Sindle Signature
1801 Hughes Drive Address	Contracts Manager Title

Fullerton City	CA, 92834 State, ZIP Code	(714) 446-2584 Telephone Number

(or international address, if applicable)

PERSONNEL WORK ASSIGNMENT FORM—Form E

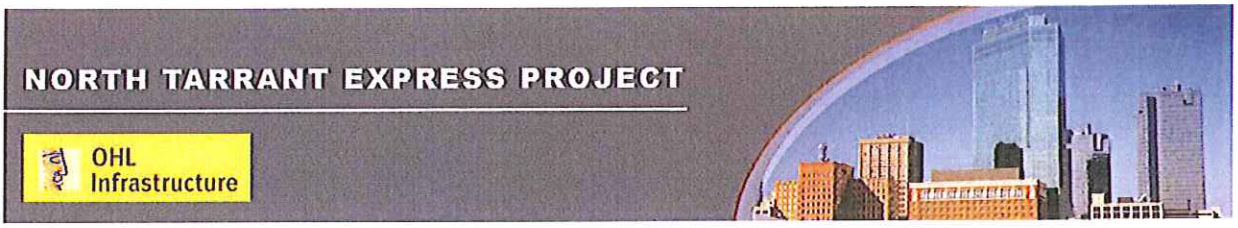
Name of Proposer: OHL Infrastructure, Inc.

Key Personnel Applicable to Concession CDA

Names of Key Personnel	Titles	Concession Facility Key Personnel Positions
Luis Berrios	Project Manager	Person responsible for overall management of the Concession Facility
Francisco Zacharias	Finance Administration Manager	Person responsible for overall management and/or control of the Concession Facility's finances
Judy Meyer	Public Relations and Community Outreach Manager	Person responsible for public relations and community outreach
Thomas Munson	Design Manager	Person responsible for design of the Concession Facility
Bill Withered	Construction and Scheduling Manager	Person responsible for construction, coordination of subcontractors, and scheduling
Brad Penn	Right-of-Way Acquisition Manager	Person responsible for right of way
Richard Krog	Utilities Adjustment Manager	Person responsible for utility adjustment
Scott Spradlin	Quality Assurance Program Manager	Person responsible for the control of quality, and the implementation and operation of the Concession Facility's quality systems
Chien Fu	Independent Quality Acceptance Manager	Person responsible for independent quality acceptance
Thomas Van Zandt	Environmental Compliance Manager	Person responsible for environmental compliance
Richard Carter	Operations Manager	Person responsible for Concession Facility operations (such as traffic control and toll collection)
Bruce Sampson	Maintenance Manager	Person responsible for Concession Facility maintenance

Key Personnel Applicable to CDA for Segments 2-4

Names of Key Personnel	Titles	Pre-Development Key Personnel Positions
Luis Berrios	Project Manager	Person responsible for overall management of the Segment 2-4 Facilities
Craig Miller	Design Manager	Person responsible for preliminary design of the Segment 2-4 Facilities
Pablo Ybanez	Finance Manager	Person responsible for finance of the Segment 2-4 Facilities
Joe Savage	Traffic & Revenue Services Manager	Person responsible for traffic and revenue services for the Segment 2-4 Facilities
Jason Buntz	Environmental Services Manager	Person responsible for environmental services of the Segment 2-4 Facilities
Ronald Seal	Quality Control Program Manager	Person responsible for control of quality of the Segment 2-4 Facilities



North Tarrant Express Project
Statement of Key Personnel Commitment to Maintain Availability and Active Involvement

As requested in the North Tarrant Express Project, ITP Exhibit B, Section 3.2.5.1, OHL Infrastructure, Inc. (Proposer) and OHL Concesiones S.L. (Employer) commit to maintaining the availability and active involvement for the project duration of the following Key Personnel:

Segment 1 (Concessions)

- Luis Berrios — Project Manager
- Francisco Zacarias — Manager, Finance and Administration

Segments 2-4 (Pre-Development)

- Luis Berrios — Project Manager
- Pablo Ybanez — Finance Manager

Both entities commit to ensuring that these key individuals will devote sufficient time to the prosecution and performance of the work required for the North Tarrant Express Project.

Employer

Signature

Juan Osuna
Printed Name

Chief Executive Officer
Title

OHL Concesiones S.L.
Company Name

October 31, 2008

Proposer

Signature

Roberto Hombrados
Printed Name

Authorized Representative
Title

OHL Infrastructure, Inc..
Company Name

October 31, 2008

North Tarrant Express Project
Statement of Key Personnel Commitment to Maintain Availability and Active Involvement

As requested in the North Tarrant Express Project, ITP Exhibit B, Section 3.2.5.1, OHL Infrastructure, Inc. (Proposer) and Archer Western - Texas Sterling JV (Employer) commit to maintaining the availability and active involvement for the project duration of the following Key Personnel:

Segment 1 (Concessions)

- Ben Withered — Construction Manager

Both entities commit to ensuring that these key individuals will devote sufficient time to the prosecution and performance of the work required for the North Tarrant Express Project.

Employer	**Proposer**
Signature	Signature
Randy J. Lee	Roberto Hombrados
Printed Name	Printed Name
Business Group Manager	Authorized Representative
Title	Title
Archer Western – Texas Sterling JV	OHL Infrastructure, Inc..
Company Name	Company Name
October 31, 2008	October 31, 2008

North Tarrant Express Project
Statement of Key Personnel Commitment to Maintain Availability and Active Involvement

As requested in the North Tarrant Express Project, ITP Exhibit B, Section 3.2.5.1, OHL Infrastructure, Inc. (Proposer) and TranSystems Corporation Consultants (Employer) commits to maintaining the availability and active involvement for the project duration of the following Key Personnel:

Segment 1 (Concessions)

- Thomas Munson, PE — Design Manager
- Brad Penn — Right of Way Acquisition Manager

Segments 2-4 (Pre-Development)

- Craig Miller — Design Manager
- Joe Savage — Traffic and Revenue Services Manager

Both entities commit to ensuring that these key individuals will devote sufficient time to the prosecution and performance of the work required for the North Tarrant Express Project.

Employer

Signature

Raul Pena III, PE
Printed Name

Sr. Vice President
Title

TranSystems Corporation Consultants
Company Name

October 31, 2008

Signature

Roberto Hombrados
Printed Name

Authorized Representative
Title

OHL Infrastructure, Inc..
Company Name

October 31, 2008

Proposer

NORTH TARRANT EXPRESS PROJECT

OHL Infrastructure

North Tarrant Express Project
Statement of Key Personnel Commitment to Maintain Availability and Active Involvement

As requested in the North Tarrant Express Project, ITP Exhibit B, Section 3.2.5.1, OHL Infrastructure, Inc. (Proposer) and VMS, Inc. (Employer) commit to maintaining the availability and active involvement for the project duration of the following Key Personnel:

Segment 1 (Concessions)

- Richard "R.T." Carter — Deputy Manager, Roadway Operations
- Bruce Sampson — Deputy Manager, Maintenance

Both entities commit to ensuring that these key individuals will devote sufficient time to the prosecution and performance of the work required for the North Tarrant Express Project.

We understand that if the Project is awarded to OHL Infrastructure Inc., Key personnel are subject to change only in accordance with the applicable provisions of the Contract Documents.

Employer

Signature

Seth J. McLaughlin
Printed Name

General Counsel/Secretary
Title

VMS, Inc.
Company Name

October 31, 2008

Proposer

Signature

Roberto Hombrados
Printed Name

Authorized Representative
Title

OHL Infrastructure, Inc..
Company Name

October 31, 2008

North Tarrant Express Project
Statement of Key Personnel Commitment to Maintain Availability and Active Involvement

As requested in the North Tarrant Express Project, ITP Exhibit B, Section 3.2.5.1, OHL Infrastructure, Inc. (Proposer) and Hicks & Company (Employer) commit to maintaining the availability and active involvement for the project duration of the following Key Personnel:

Segment 1 (Concessions)

- Thomas Van Zandt — Environmental Compliance Manager

Segments 2-4 (Pre-Development)

- Jason Buntz — Environmental Services Manager

Both entities commit to ensuring that these key individuals will devote sufficient time to the prosecution and performance of the work required for the North Tarrant Express Project.

Employer	**Proposer**
Signature	Signature
THOMAS VAN ZANDT	Roberto Hombrados
Printed Name	Printed Name
Sr. Principal	Authorized Representative
Title	Title
Hicks & Company	OHL Infrastructure, Inc..
Company Name	Company Name
October 31, 2008	October 31, 2008

NORTH TARRANT EXPRESS PROJECT

OHL Infrastructure

North Tarrant Express Project
Statement of Key Personnel Commitment to Maintain Availability and Active Involvement

As requested in the North Tarrant Express Project, ITP Exhibit B, Section 3.2.5.1, OHL Infrastructure, Inc. (Proposer) and Public Information Associates (Employer) commit to maintaining the availability and active involvement for the project duration of the following Key Personnel:

Segment 1 (Concessions)

- Judy Meyer — Public Relations and Community Outreach Manager

Both entities commit to ensuring that these key individuals will devote sufficient time to the prosecution and performance of the work required for the North Tarrant Express Project.

Employer

Judy A. Meyer
Signature

Judy A. Meyer
Printed Name

Owner
Title

Public Information Associates
Company Name

October 31, 2008

Proposer

Signature

Roberto Hombrados
Printed Name

Authorized Representative
Title

OHL Infrastructure, Inc..
Company Name

October 31, 2008

NORTH TARRANT EXPRESS PROJECT

OHL Infrastructure

North Tarrant Express Project
Statement of Key Personnel Commitment to Maintain Availability and Active Involvement

As requested in the North Tarrant Express Project, ITP Exhibit B, Section 3.2.5.1, OHL Infrastructure, Inc. (Proposer) and TBE Group (Employer) commits to maintaining the availability and active involvement for the project duration of the following Key Personnel:

Segment 1 (Concessions)

- Lester Cisneros — Utilities Adjustment Manager

Both entities commit to ensuring that these key individuals will devote sufficient time to the prosecution and performance of the work required for the North Tarrant Express Project.

Employer

Signature

Richard Krog
Printed Name

Senior Project Manager
Title

TBE Group
Company Name

October 31, 2008

Proposer

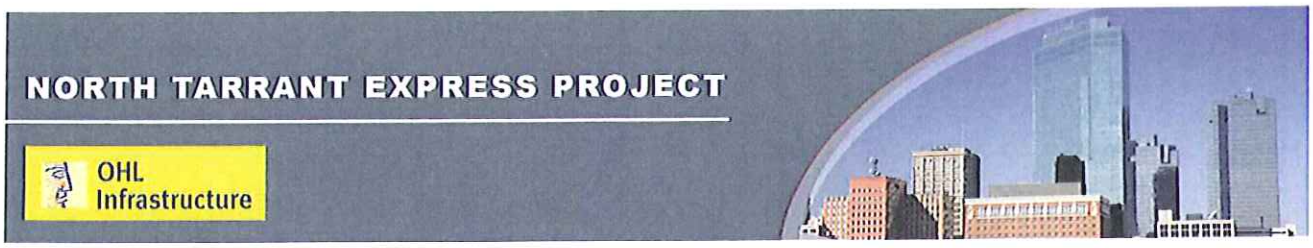
Signature

Roberto Hombrados
Printed Name

Authorized Representative
Title

OHL Infrastructure, Inc..
Company Name

October 31, 2008



North Tarrant Express Project
Statement of Key Personnel Commitment to Maintain Availability and Active Involvement

As requested in the North Tarrant Express Project, ITP Exhibit B, Section 3.2.5.1, OHL Infrastructure, Inc. (Proposer) and Raba Kistner (Employer) commits to maintaining the availability and active involvement for the project duration of the following Key Personnel:

Segment 1 (Concessions)

- Scott Spradlin, PE — Quality Assurance Program Manager
- Chien Fu, PE — Independent Quality Acceptance Manager

Segments 2-4 (Pre-Development)

- Ronald Seal, PE — Quality Control Program Manager

Both entities commit to ensuring that these key individuals will devote sufficient time to the prosecution and performance of the work required for the North Tarrant Express Project.

Employer

Signature

John A. Roberts
Printed Name

Vice President
Title

Raba Kistner Infrastructure, Inc.
Company Name

October 31, 2008

Proposer

Signature

Roberto Hombrados
Printed Name

Authorized Representative
Title

OHL Infrastructure, Inc..
Company Name

October 31, 2008

Texas Department of Transportation
DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

October 29, 2008

Mr. Roberto Hombrados
OHL Infrastructure, Inc.
5914 West Courtyard Drive, Ste. 160B
Austin, Texas 78730

RE: North Tarrant Express (NTE) Project - Request for Changes in Proposers Organization and Designation of Key Personnel

Dear Mr. Hombrados:

The Texas Department of Transportation (TxDOT) is in receipt of information submitted by OHL Infrastructure, Inc. (OHL) relating to its Request for Changes in Proposer's Organization to add the following team members: Raba Kistner, SDI, MICA, HVJ Associates, Arcadis, Caracon, Marsh, Mercer, and Ernst and Young, LLP and the Joint Venture Design Build Team.

TxDOT has completed its review of these requested changes and the information submitted by OHL, and hereby approves all the firms listed above.

In addition, approval is given to the Archer Western-Texas Sterling JV Design Build Team.

Please note that the following team members received approval from TxDOT in previous communication as follows: Orrick (9/22/08) and Raytheon (7/16/08).

TxDOT has also completed its review of OHL's Designation of Key Personnel and approves the key personnel as listed in Attachment A.

TxDOT appreciates your continued interest in the North Tarrant Express Project.

Sincerely,

Mohammad Al Hweil, P.E.
NTE Project Manager
Texas Department of Transportation

Attachment A

NTE Concession

Luis Berrios, Project Manager;
Roberto Hombrados, Deputy Project Manager;
Francisco Zacarias, Finance and Administration Manager;
Judy Meyer, Public Relations and Community Outreach Manager;
Thomas Munson, Design Manager;
Ben Withered, Construction and Scheduling Manager;
Brad Penn, Right of Way Acquisition Manager;
Lester Cisneros, Utilities Adjustment Manager;
Scott Spradlin, Quality Assurance Program Manager;
Chien Fu, Indepentent Quality Acceptance Manager;
Thomas Van Zandt, Environmental Compliance Manager;
Richard Carter, Operations Manager;
Bruce Sampson, Maintenance Manager;

Pre-Development Agreement

Luis Berrios, Project Manager;
Ignacio Garcia, Deputy Project Manager;
Craig Miller, Design Manager;
Pablo Ybanez, Finance Manager;
Joe Savage, Traffic & Revenue Services Manager
Ronald Seal, Quality Assurance Program Manager.

Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

November 6, 2008

Mr. Roberto Hombrados
OHL Infrastructure, Inc.
5914 West Courtyard Drive, Ste. 160B
Austin, Texas 78730

RE: North Tarrant Express Project - Request for Designation of Key Personnel

Dear Mr. Hombrados:

The Texas Department of Transportation (TxDOT) is in receipt of information submitted by OHL Infrastructure, Inc. (OHL) relating to its Request for Designation of Key Personnel.

TxDOT has completed its review of the requested change and the information submitted by OHL, and hereby approves the key personnel as follows: Jason Buntz as the Environmental Services Manager for the CDA for Segments 2-4.

TxDOT appreciates your continued interest in the North Tarrant Express Project.

Sincerely,

Mohid A. Al Hweil P.E.

Mohammad Al Hweil, P.E.
NTE Project Manager
Texas Department of Transportation

NORTH TARRANT EXPRESS PROJECT

OHL Infrastructure

October 8, 2008

Texas Department of Transportation
Texas Turnpike Authority
125 East 11th Street
Austin, Texas 78701 – 2483

Attn: Mr. Mark Tomlinson, PE

Proposer: OHL Infrastructure, Inc.

Re: NTE Project RFP – Pre-Proposal Submittal: Changes in Proposer's Organization and Key personnel (1 Original and five (5) copies)

Dear Mr. Tomlinson,

OHL Infrastructure, Inc. is pleased to submit, *according to the ITP Volume I: Section 2.4 – Pre-Proposal Submittals*, one (1) original and five (5) copies of the Changes in the Proposer's Organization and Key Personnel.

The first tab in the folder includes the following:

- New proposed change in the Proposer's organization;
- Pending approvals from TXDOT to the previously submitted requests for changes in the Proposer's organization; and
- Approved changes by TXDOT.

The second tab of the folder presents the resumes of key Personnel for the Concession facility and Segments 2-4.

We appreciate the opportunity to present this information and to continue to work with TXDOT team on this procurement.

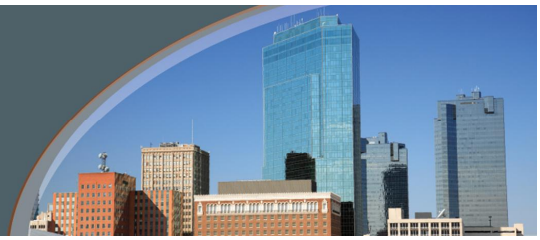
Sincerely,
OHL INFRASTRUCTURE, INC.

Roberto Hombrados
Vice President

cc: Mohammad AL Hweil, PE
Robert Stone, PE

CONCESSION FACILITY			
TX DOT Req.	Title	Name	Company
1	Project Manager	Luis Berrios	OHLC
NO	Deputy Project Manager	Roberto Hombrados	OHLI
2	Finance and Administration Manager	Francisco Zacarias	OHLC
3	Public Relations and Community Outreach Manager	Judy Meyer	PIA
4	Design Manager	Thomas Munson	TS
5	Construction and Scheduling Manager	Ben Withered	AW-TS JV
6	Right of Way Acquisition Manager	Brad Penn	TS
7	Utilities Adjustment Manager	Lester Cisneros	TBE
8	Quality Assurance Program Manager	Scott Spradlin	RKI
9	Independent Quality Acceptance Manager	Chien Fu	RKI
10	Environmental Compliance Manager	Thomas Van Zandt	HC
11	Operations Manager	Richard Carter	VMS
12	Maintenance Manager	Bruce Sampson	VMS

SEGMENTS 2-4			
TX DOT Req.	Title	Name	Company
1	Project Manager	Luis Berrios	OHLC
NO	Deputy Project Manager	Ignacio Garcia	OHLC
2	Design Manager	Craig Miller	TS
3	Finance Manager	Pablo Ybanez	OHLC
4	Traffic & Revenue Services Manager	Joseph Savage	TS
5	Environmental Services Manager	Jason Buntz	HC
6	Quality Assurance Program Manager	Ronald Seal	RKI



Luis Esteban Berrios

Project Manager

PROFESSIONAL BACKGROUND

Years of Experience

34

Education

- M.S. in Civil Engineering – University of Chile, Santiago, Chile

Registrations/Memberships

- Spanish, Board of Professional Engineer #5.734.969-7

EXPERTISE

Luis Berrios is an experienced Civil Engineer with substantial management experience as a General Manager, Deputy Manager, Technical Manager, Construction Manager and Office Manager for OHL. As General Manager, he supervised and managed project teams, administration, financing, technical, development and operational areas within the projects. His expertise also includes construction and maintenance management of large projects on which his responsibilities included project scheduling, issuing project reports, and monitoring the project progress to ensure successful completion within established budgets and schedules.

RELEVANT EXPERIENCE

Autopista del Sol, Santiago de Chile to San Antonio, Chile

Autopista del Sol is a 132.3 km, $281 million tollroad which links the city of Santiago de Chile with the port of San Antonio, the main port of Chile. As the General Manager, Mr. Berrios was responsible for the general administration of the company Autopista del Sol S.A. and its subsidiaries. He supervised and managed the administration, finance, technical, project development, and operational areas of these companies.

Autopista los Libertadores, Santiago de Chile to Los Andes, Chile

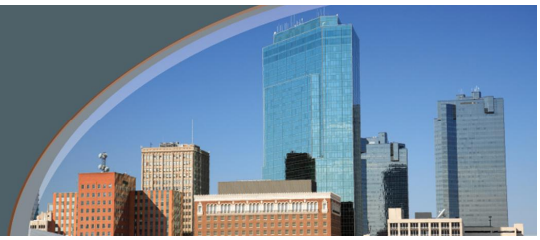
The Autopista los Libertadores is a 119.4 km, $240.3 million tollroad linking the city of Santiago de Chile, from the Americo Vespucio loop, with Route 60 east of Los Andes. It is the main route connecting Chile and Argentina, linking the ports of the Pacific with the Atlantic and encouraging the land transport of goods within the region. As the General Manager, Mr. Berrios was responsible for the general administration of the company Autopista los Libertadores S.A., and its subsidiaries. He supervised and managed the administration, finance, technical, project development, and operational areas of these companies.

Autopista los Andes, Valparaiso Region, Chile

As the Technical Manager, Mr. Berrios was responsible for the administration of the 92 km, $423 million, Autopista los Andes during the design and construction of the concession. He represented the concession when dealing with the Department of Public Works in matters concerning technical areas and the Licensing Contracts for the two projects. He was also responsible for the Internal Administration of the Technical Management and coordination with other company departments.

Autopista del Sol, Santiago de Chile to San Antonio, Chile

Prior to serving as General Manager, Mr. Berrios was the Technical Manager for the Autopista del Sol, and was responsible for monitoring the construction details of the tollroad including the design, construction, public works and providing the equipment for the motorway, not only for the original project but also for the additional projects that were undertaken as a result of supplementary agreements. He represented the Licensee before the Ministry of Public Works and the Contractors for



the works and services in all matters concerning the construction of the project. He was also responsible for organizing the operational area, planning and controlling the tasks involved in the conservation and maintenance of the project.

Hidroelectrica el Chocon, S.A., Neuquén, Argentina
As Deputy Manager, Mr. Berrios was responsible for operations and maintenance work for the El Chocón (1,200 MW) and Arroyito (120 MW) Hydroelectric Power Plants near Neuquén, Argentina. He was also responsible for the Maintenance and Engineering departments, which were in charge of operating the power plants and planning and constructing repairs needed for the El Chocón Dam. The departments also carried out environmental planning and monitoring, maintenance on the public works of the power plants and coordination with the authorities in matters concerning Dam Safety / Security and Water Management.

REFERENCES

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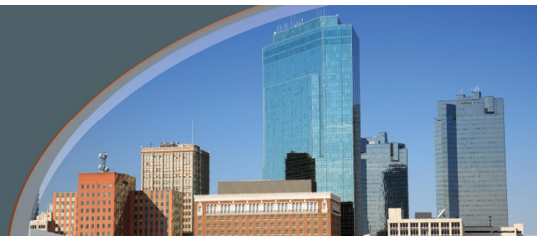
* Conversion rate 1 euro =$1.38 as of October 2, 2008



Roberto Hombrados

Deputy Project Manager

PROFESSIONAL BACKGROUND

Years of Experience

13

Education

- Executive MBA – IE Business School, Instituto de Empresa, 2000
- PD, Management Program – IESE Business School, University of Navarra, 2006
- B.S. Civil Engineering – Polytechnic University of Madrid, 1995
- Master in Infrastructure and Public Service Management. Professional Association of Civil Engineering and Polytechnic University of Madrid (2003)

Registrations/Memberships

- Spanish Board of Professional Engineers #12666

EXPERTISE

Mr. Hombrados has over 13 years of experience in various aspects of Civil Engineering. Initially, he was involved in pavement design and worked on various projects concerning pavement maintenance for different concessions around the world. Mr. Hombrados joined the OHL Group in 2002, working as an Infrastructure Concessions Project Manager. During his time as the Project Manager, he managed the Build Operate Transfer, (BOT) Design Build Finance Operation, (DBFO) and Shadow Tolling Motorway projects in Spain and Latin America. He participated in the establishment of private highway management companies and the development of new geographic markets of business (primarily in the U.S.). He was also responsible for bid preparation of concession contests (agreements with potential partners, bank negotiations, etc).

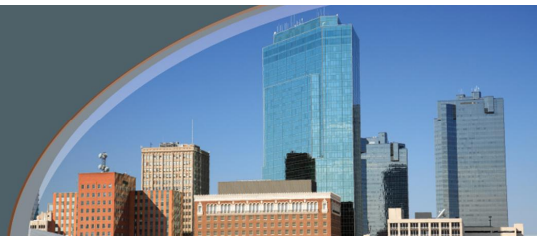
Mr. Hombrados has also worked as the Business Director for Autopista Eje Aeropuerto. This company designed, constructed, and is currently running the M-12 toll highway, located in Madrid, Spain. He has been working on this project since its inception as the DBFO Project Manager for OHL Concesiones, S.L., participating in the bidding aspect of the company. Upon OHL Concesiones being awarded this project, he was promoted and assigned the responsibility to build up the new company and carry out the activities related to the investment, financing, and operation of this highway.

Since late 2006 Mr. Hombrados has been working in the United States as the Director for OHL Concesiones in North America. In this position he has been responsible for establishing the business strategy of the company in this country and developing bid proposals for different PPP infrastructure projects nationwide. He is based in Austin, Texas.

RELEVANT EXPERIENCE

M-12 Eje Aeropuerto Toll Highway, Madrid, Spain
As Business Director, Mr. Hombrados was responsible for all aspects of the project including, investment, financing, and operation of the $500 million toll highway connecting Madrid with the new Terminal 4 of Madrid International Airport (in operation since June 2005). He was also responsible for supervising the project, ensuring environmental compliance, supervising the work by the construction company, and overseeing operations and maintenance.

Concesionaria Mexiquense, Mexico City, Mexico
Serving as the Deputy Project Manager, Mr. Hombrados was responsible for the development of this DBFO toll highway in Mexico City. He worked on several aspects of the project, but primarily with the corridor analysis and in the establishment of the concessionaire organization (T&R studies, O&M,



etc.). This $483 million project was divided into four stages. Stage 1, which is 32.3 miles long, commenced in May 2005 and became fully operational in November of the same year. The last three stages are under construction.

Autopista Los Andes, **Route 60, Chile**
As Project Manager, Mr. Hombrados participated in all activities related to the development of this DBFO bid in Chile. Camino Internacional Ruta-60 was awarded to OHL in January 2003 and the Autopista Los Andes Concession Company was formed in order to construct and operate this route. The motorway, which is 57 miles long, crosses the valley of Aconcagua in the V Region in Chile, from east to west. It is located approximately 56 miles north of Santiago and includes two sectors

Bidding activity in the US
Mr. Hombrados has been responsible for developing bid Proposals for PPP infrastructure projects since late 2006 to date. Among others:

- I-595 Corridor Improvements, in Miami, FL. – *Cost: $1.5b*
- First Coast Outer Beltway, in Jacksonville, FL *Cost: $2.0b*
- Pennsylvania Turnpike (RFQ phase), in Pennsylvania - *Cost: $12b;*
- Alligator Alley, in FL - *Cost $500m approx.*
- PR-22, in Puerto Rico – *Cost: $1.2b;*
- SH-161, in DFW, TX. (procurement put on hold)

REFERENCES

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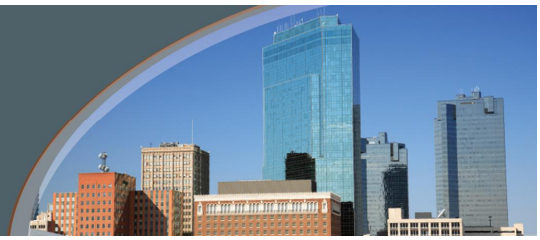


Francisco Zacarias

Finance and Administration Manager

PROFESSIONAL BACKGROUND

Years of Experience

15

Education

- M.S. International Banking and Finance – The University of Reading (U.K.), 2002
- M.S. / M.B.A. Economics and Business – Anahuac University (Mexico) / Texas Tech University, 1998
- B.A. Economics – Anahuac University (Mexico), 1995
- Executive Course in Advanced Negotiation – Harvard University, 1998
- Specialization in International Trade and Business – Anahuac University (Mexico), 1996

Registration/memberships

- N/A

EXPERTISE

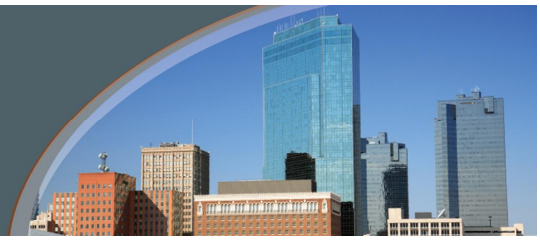
Francisco Zacharias has fifteen years of experience with a strong academic background and has accomplished the incorporation of four major Concessions for OHL in Mexico. For all four of these projects, he successfully achieved financial close within demanding procurement schedules. During each procurement, he gained valuable experience dealing with equity members and banks in overseeing efforts to develop the Financial Models and Plans to successfully close the procurement.

RELEVANT EXPERIENCE

OHL Concesiones – *Director of Development for Mexico, Madrid, Spain / Mexico City, Mexico*
November 2003- Current
Mr. Zacharias promoted, coordinated and evaluated all new projects for OHL Concessions in Mexico, negotiated with external consultants and governmental officials, both federal and state. He designed and developed financial models for economic viability of the projects and developed, coordinated and presented proposals on public bids for infrastructure projects. He also developed recommendations and presentations for top executives based in OHL's Spanish headquarters and monitored the financial development of existing projects.

ICA Holdings (BMV / NYSE: ICA) - *Financial Coordinator, Mexico City, Mexico*
December 1999 – September 2001
Mr. Zacharias evaluated projects and operations in order to identify deviations from the financial business plan and make recommendations to get projects back in conformance with their business plan. He negotiated action policies with Operational Managers and coordinated the implementation of an Executive Information System. He also created and edited a weekly memo covering the latest financial and economical information for top executives of the group and designed financial presentations for international agents.

PROCASE Meat Packing Corporation - *Finance Manager, Mexico City, Mexico*
August 1995 – December 1999
Mr. Zacharias managed the treasury and negotiated loans with banks. He analyzed and determined values of new projects and ventures, designed and developed funding schemes for new projects, and installed a cash flow control system. Mr. Zacharias also reviewed and approved the financial statements and managed all international procurement for the company.



REFERENCES

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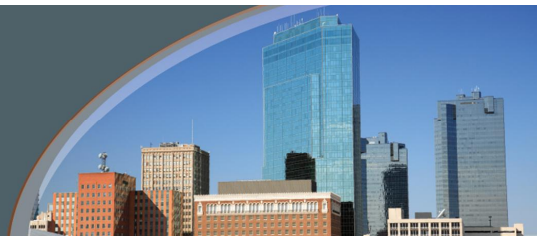


Judy Meyer

Public Relations and Community Outreach Manager

PROFESSIONAL BACKGROUND

Years of Experience

22

Education

- B.G.S., Communication/Broadcasting – University of Nebraska at Omaha, 1986

Registrations/Memberships

N/A

EXPERTISE

Ms. Meyer has served as a communication specialist and manager for 22 years. Her transportation planning, management and implementation skills have helped her lead successful communication programs for Alternatives Analyses (AAs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs), statewide transportation analyses, corridor feasibility and freight studies, roadway and bridge design projects, extensive construction projects and a variety of other ventures. Ms. Meyer has served as news director for a state agency, director of the legislative information office, and as the director of two public involvement groups for an engineering, planning and architectural firm. Ms. Meyer has specialized expertise in the areas of communication program assessment and strategy development, multi-state, statewide or long transportation corridors, and communicating with special interests, such as the freight community or disadvantaged populations. She has developed, managed and implemented communication programs for both private and public entities.

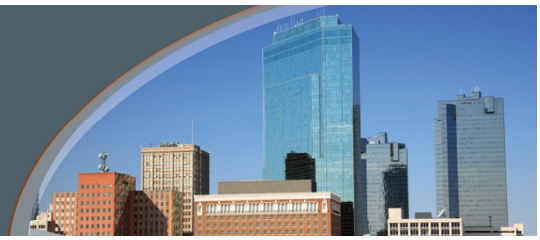
RELEVANT EXPERIENCE

North Texas Tollway Authority Communication Plan and Project Communication Management, Plano, TX

The North Texas Tollway Authority (NTTA) called on Ms. Meyer to assist them in developing a comprehensive communication plan for the agency. Development of the plan included conducting research to identify audiences, determine existing methods of communication, and evaluate the effectiveness of current communications. A set of communication policies and procedures was developed as part of the plan. The final communication plan included goals, objectives, guiding principles, and a matrix of activities to carry out over the next five years to achieve the goals and objectives. Methods of evaluating the activities were incorporated into the plan and corresponding matrix. In addition, Ms. Meyer is leading the development of a project communication strategy for the agency, which will include minimum and optional communication and engagement techniques for planning, design, construction and maintenance projects.

The Southern Gateway (IH 35E / US 67), Dallas, TX

This Major Investment Study conducted on behalf of the Texas Department of Transportation used a broad range of public involvement and communication tools. The project involved investigation of alternatives to resolve congestion on two major routes in the southern sector of Dallas County and creation of preliminary schematic designs for roadway improvements. This area is home to a diverse range of ethnic backgrounds and cultures. Three work groups, for policy makers, technical staff and community representatives, were formed. Information packets were created and hand-delivered to businesses and residences adjacent to the roadways to begin the process of public outreach. Newsletters, small-group presentations, public meetings, a web site and ongoing discussions



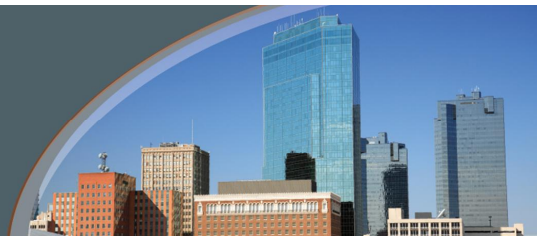
with the work groups were designed to provide plentiful opportunities for public education and participation. Ms. Meyer developed the public involvement program for the project and was responsible for its implementation.

North Texas Tollway Authority (NTTA), Dallas, TX
Ms. Meyer worked with the NTTA's General Engineering Consultant to prepare presentations and materials for NTTA governing Board members, and NTTA staff. This included writing and editing technical reports about proposed improvements to the tollway system. Ms. Meyer also provided communication strategy advice for public information campaigns, provided assistance for public meetings and prepared materials for public distribution. One of the primary projects on which Ms. Meyer worked was implementing construction communications for a new segment of the President George Bush Turnpike. Ms. Meyer developed the construction communication plan, tracked construction progress, prepared construction news briefs for the media and emergency responders, and developed newsletters, public displays and fact sheets about the new turnpike segment.

SW Loop 410, Culebra Road to IH 35, San Antonio, TX
The Texas Department of Transportation commissioned a consulting team to finalize alignments and prepare preliminary designs for improvements to the southwest portion of the outer loop around San Antonio. Public involvement activities included creation of materials in Spanish and targeted outreach to Hispanic communities within the study area. Public involvement tools used for this project included public meetings, small-group presentations and newsletters. Ms. Meyer was responsible for development and implementation of the public involvement program.

Southwest-to-Northeast Rail Corridor, Fort Worth, TX
Ms. Meyer is leading the public involvement program for this 40-mile EIS. The Fort Worth Transportation Authority seeks to complete the EIS and preliminary engineering for a proposed passenger rail line from southwest Fort Worth through several mid-cities and into the north end of Dallas/Fort Worth International Airport. The extensive public involvement program includes two advisory committees, several rounds of public meetings and community roundtables, the EIS public hearings, media relations, a traveling exhibit, a project website, newsletters and other printed products. Ms. Meyer is leading a five-member team to carry out the public involvement program.

IH 70 First Tier Environmental Document, Kansas City to St. Louis, MO
A First Tier environmental document was completed for a 200-mile interstate corridor between Kansas City and St. Louis, Missouri. This document defined the environmental issues that should be addressed in a second phase of environmental study on various alternatives for reducing congestion and accidents. The document also identified the public involvement issues that must be resolved during the second phase. Ms. Meyer led the development of a public involvement program for this study, which was tantamount to a statewide effort. The public involvement program included outreach to rural residents living along the corridor as well as involving urban residents in Kansas City and St. Louis living on the outer edges of the corridor and who use the corridor to commute. A mix of public involvement tools were employed for this project, including media relations, public meetings, billboards, a web site, printed fact sheets and materials, presentations to groups of civic and elected leaders, surveys, a hot line and mailing address.



Freight and Hazardous Material Movement Survey, Corpus Christi, TX
This six-month study involved intensive research and interviewing to determine the movement of freight and hazardous materials through Corpus Christi, Texas and surrounding communities. The study was commissioned by the Corpus Christi Metropolitan Planning Organization as part of its long-range planning efforts. Ms. Meyer assisted with developing a survey instrument, conducting interviews and creating a final report.

Roadway Resurfacing Program, Bedford, TX
Ms. Meyer completed activities for citizen communications related to this major street resurfacing project for the City of Bedford, Texas. These activities included coordinating establishment of a telephone hot line, creating scripts for weekly recorded updates, developing tracking methods for construction activity, creating informational materials and question-and-answer fact sheets and handling media relations.

Dallas Downtown Central Business District AA/EIS, Dallas, TX
Dallas Area Rapid Transit (DART) is conducting an Alternatives Analysis and Environmental Impact Statement on a proposed second light rail line through downtown Dallas. Ms. Meyer is assisting with the public involvement program, which includes four advisory committees, public meetings and a range of other communication techniques. This project is critical to the future of DART's light rail service, and all stakeholders in the downtown Dallas area are involved.

REFERENCES

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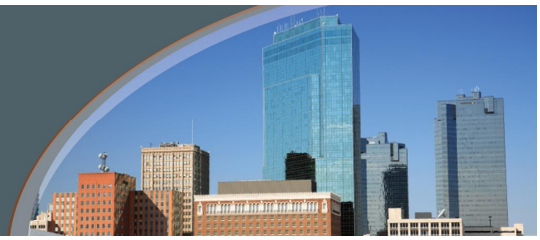


Thomas Munson, PE

Design Manager

PROFESSIONAL BACKGROUND

Years of Experience

24

Education

- B.C.E. Civil Engineering – University of Dayton (OH), 1983
- M.E. Civil Engineering – University of Louisville (KY), 1984

Registrations/Memberships

- Professional Engineer #92498 – Texas
- American Public Works Association
- American Society of Civil Engineer
- National Society of Professional Engineers
- TxDOT Pre-certification Sequence No. 12306; Categories: 3.1.1, 3.2.1, 3.3.1, 3.6.1, 4.1.1, 4.2.1, 4.3.1, 4.4.1, 8.1.1, 8.3.1, 9.1.1, 10.2.1, 10.3.1

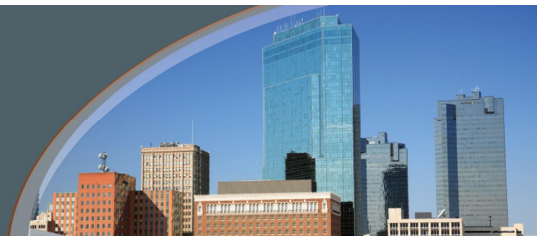
EXPERTISE

Mr. Munson is part of an exclusive peer group that has managed Design/Build and CDA projects on major highway facilities. Mr. Munson understands that these type of projects demand thorough planning, technical excellence and precise management of the project execution. Mr. Munson is a Registered Professional Engineer in five states including Texas and has completed a wide variety of interstate and tollway projects in Texas, as well as across the country. His interstate and expressway project experience includes projects with lengths from 5 to over 20 miles with a total of 21 interchange designs. These interchanges range from simple diamond interchanges to complex, braided ramps and freeway-to-freeway direct connectors. In addition, Mr. Munson has experience on major roadway projects providing him the knowledge required to understand the major design aspects of these facilities in both an urban and rural setting. Mr. Munson's comprehensive understanding of right-of-way acquisition processes ensures integration of the ROW and design teams, allowing the identification of shared efficiencies early in the design process.

RELEVANT EXPERIENCE

IH 385 Widening, Greenville, SC

Project Manager for this 6.5-mile Interstate widening project for the South Carolina DOT. The project involved improving IH 385 from four to six lanes with reconstruction and reconfiguration at five interchanges. The interchanges include diamond interchange layouts, partial cloverleaves and directional ramps at IH 85 interchange. An aesthetic component to make the section of IH 385 serve as the Max Heller Gateway into downtown Greenville was also included. Design services include roadway, drainage, signing, lighting, traffic signals, and traffic control. Traffic control was extremely critical as the reconstruction of the Haywood Road interchange had a direct impact on the regional shopping center located near the interchange. The construction sequencing resulted in traffic being maintained through the interchange and with some of the local traffic detoured onto nearby streets to keep the interstate congestion minimized during the holiday shopping season. The project had a significant drainage component as the project incorporated detention ponds within the interchange area to detain both the pre and post 10 and 100 year storm events. In addition, the US 276 (Stone Avenue) interchange has Richland Creek flowing through the interchange area and a Letter of Map Revisions with FEMA was obtained to allow the interchange construction to be permitted. Environmental issues were handled by the TranSystems team with the Environmental Assessment being approved on time and with significant public involvement effort through the process. This not only included public hearings



but also presentations to the local clubs and organizations to keep them appraised of the proposed plans and the construction sequencing. In addition, 3D graphic presentations of the interchanges and before and after photos were done to help the general public understand the proposed improvements. This included looking at options for various pedestrian bridges across the highway to reduce the perceived barrier between neighborhoods. As a result of this public involvement process, the typical section was modified to allow for a planting median along the interstate that has been planted with trees and shrubbery that not only provide for a more aesthetic roadway but also serves as headlight barriers during evening hours.

IH 35 Expansion from US 169 / K 7 north to K 150, Johnson County, KC

Project Manager for the proposed widening of IH 35 from four lanes to six lanes. The proposed roadway widening impacted the old US 56 Highway interchange and resulted in a new design for the interchange to improve its operation. The interchange design included reversing the profiles of the ramp and interstate to have the proposed ramps cross over the interstate. This design improves the operation of the interchange by removing left-hand merge operations on the interstate and minimized the amount of right-of-way necessary for construction. Services included surveying, roadway design, bridge design, and construction sequencing. The stabilization of the proposed embankment widening through the use of tensar reinforced earth and was constructed by terracing into the existing embankment and shifting traffic away from the proposed construction area to meet OSHA requirements. The reinforced embankment approach was the most cost effective method due to a BNSF spur serving a nearby industrial site was located at the top of the slope.

Carolina Bays Parkway, Myrtle Beach, SC

Deputy Project Manager for the roadway and drainage aspects of this 21.5-mile new freeway on new alignment in Horry County. This was a design build project and the design was completed in grading, drainage and paving packages to allow the construction to continue at a fast pace. This $242 million dollar project was designed in 14 months and won the South Carolina Excellence in design. The project had unique drainage challenges as the project crossed over the Intercoastal Waterway and impacts to the saltwater marshes required treatment of the “first flush” of rainfall. To accomplish this, a large detention structure was constructed at the end of the bridge which the bridge drainage system drained into. A detailed QA/QC program was developed and implemented to insure that proper design procedures were followed to minimize changes during construction.

US 36, Macon County, MO

Project Manager for widening US 36 from two lanes to four lanes. The scope of work for Route 36 included a location study, environmental assessment, preliminary design, right-of-way design, and final design. The project is approximately 15.53 miles and is located from Linn County to just west of Route C in Missouri. The project crossed several large drainage basins and required the bridge openings for the future highway sections to pass a higher design flow than the existing structures. As such, portions of the existing US 36 were to become the future frontage road thus preserving the investment in the structures and not requiring extensive vertical changes to the roadway to meet the higher design speed for the mainlanes.

IH 85 and Salters Road, Greenville, SC

Project Manager for this conceptual interchange layout for a new interchange serving a new corporate headquarters and development for the proposed ICAR development next to IH 85. Due to the large projected traffic, a new interchange at IH 85 and Salter Road was analyzed to see if this could

handle the projected traffic and reduce the traffic of the IH 85 and US 276 interchange to the south. A collector distributor roadway between the interchanges was examined because of the proximity of the interchange. However, because of the large amount of right of way to maintain the operational characteristics on IH 85, it was determined that it was more feasible to make improvements to the adjacent interchanges and improve Salters Road to serve as an alternate route across IH 85 by local traffic.

SH 99 (Grand Parkway) & IH 10 Interchange, Houston, TX
Project Engineer responsible for preparation of a preliminary engineering study to develop a new four-level fully directional interchange at IH 10 and proposed SH 99. The study included development of a schematic for three miles of IH 10 to determine the operational impacts along IH 10. Duties included development of the preliminary horizontal and vertical profiles of the expressways and all ramps, Level-of-Service (LOS) calculations and mitigation improvements to obtain the desired LOS for the roadway, and guide signing along the routes. To minimize the right of way impacts and improve the operational characteristics of the freeway, the slip ramps to the frontage road were laid out underneath the direct connectors to maximize redirection in LOS at IH 10. The project required coordination with the Harris County Flood Control District and the Union Pacific Railroad.

US 59 Preliminary Engineering Study, Houston, TX
Project Engineer responsible for developing alternatives for 6.6 miles of highway improvements for the SDHPT. Alternatives along the corridor included a High Occupancy Vehicle (HOV) lane for use by the transit department. Also included was a directional interchange and a three-level diamond interchange within the project limits. Duties included horizontal and vertical alignment calculations, level of service calculations, and guide signing along the project. Based on the level-of-service calculations, braided on-ramps were used to improve both the traffic operations and access along the corridor. The ramp layouts were converted from traditional diamond interchange to x-ramp layouts to maximize the level of service for the freeway section. Braided ramps were utilized to allow both the mainlanes and the frontage roads the same access in both the pre and post conditions. The project also involved coordination with the Union Pacific Railroad as the US 59 bridge went over the main tracks and the proposed frontage roads went underneath the tracks to create the three level interchange configuration.

REFERENCES

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Ben Withered

Construction and Scheduling Manager

PROFESSIONAL BACKGROUND

Years of Experience

22

Education

- B.S. Mechanical Engineering – Purdue University, 1985
- B.S. Construction Engineering & Contracting – Purdue University, 1985

Registrations/Memberships

- N/A

EXPERTISE

As Construction Manager, Mr. Withered is responsible for oversight of the areas of Quality Control, Project Controls, Schedule, Construction Operations and Construction Phase O&M. During his career, Mr. Withered has developed the expertise to fulfill the requirements of Construction Manager from both a management and hands-on perspective.

Mr. Withered began his career in 1985 as a Design Engineer in the bridge industry. By 1999, he had progressed through the positions of Survey Engineer, Project Engineer and Structures Engineer for toll roads and TxDOT projects totaling over $310M. As a manager, he has served in key roles including estimator, project manager, pre-construction services liaison, and held the senior project manager position on a $474M transportation project.

RELEVANT EXPERIENCE

CMGC-3, DART, Dallas, TX

As a Senior Project Manager, Mr. Withered was instrumental in the implementation of the 12-month pre-construction services period. During this time he developed and initiated an aggressive design review process for the $474M light rail transit project as well as constructability reviews including traffic control, environmental and community impact for the 13.5 mile project. A QA/QC program was developed to provide a streamlined but thorough quality program, which dealt with utilities, railroad signals and communications, 7.5 miles of aerial bridges, drainage and utility improvements, street reconstruction, and track and signal construction. Development of a detailed construction schedule containing over 11,000 activities proved invaluable toward the success of the project.

Mr. Withered and his staff were instrumental in submitting over $20M of cost reduction ideas during preconstruction services. As the project progressed into the construction phase, Mr. Withered managed a department providing engineering support and material procurement as well as oversight of change proposals, estimating staff, and all change order negotiations. In addition, his staff maintained the schedule, wrote RFI's, performed design review, and provided materials in a timely basis to fully support the field construction.

North Dallas Tollway 463, Dallas, TX

Mr. Withered served as the Project Manager of this $30M Northern extension of the Dallas North Tollway. The project included retaining walls, bridges, drainage improvements and main lane concrete pavement. As PM, his duties included oversight of field supervision, the project schedule, procurement of materials, negotiation of subcontracts, equipment scheduling, processing of cost reports and P & L statements. Mr. Withered was responsible to facilitate weekly owners meetings, site safety meetings, schedule meetings and quality

review meetings. In addition to frontage road traffic management, his team recommended, planned and executed a one week road shutdown which saved the project nearly 3-months of phased road shut downs. Due to a well-organized and executed construction plan, this project finished significantly ahead of schedule.

President George Bush Turnpike Interchange with IH35, Dallas, TX
As Project Manager of this transportation interchange, Mr. Withered regularly interfaced with North Texas Turnpike Authority. This project consisted of drainage, retaining walls, concrete pavement, and 17 bridges. Mr. Withered procured major permanent and construction materials, prepared and maintained the project schedule, planned and executed traffic control plans, provided oversight for quality, safety and productivity plans, managed project controls related items and prepared and submitted change orders to the owner. This project utilized multiple crews to complete multiple activities for an early project completion of 6 months.

SH360, 3.4 Mile Northern Extension, Euless, TX
As Project Manager of this $22M TxDOT project, Mr. Withered was responsible for job set/start up, monthly schedules, monthly equipment and supervision schedules, monthly cost forecasts and material on hand estimates. He was also responsible to address design and utility conflicts, estimating and preparation of owner change orders, drafting purchase orders and subcontract change orders, assisting the estimating department in bid preparation and resolution of owner conflicts.
This project was completed on schedule with no Lost Time injuries. Per contractor recommendations, TxDOT revisited previous fill areas of nearly 300,000 cubic yards and determined insufficient compaction existed. This resulted in development of a soils stabilization plan, which was implemented with no impact to the final schedule of the project.

REFERENCES

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Ralph Browne, *Resident Engineer*
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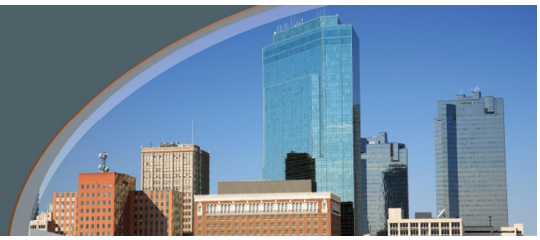


Brad Penn

Right of Way Acquisition Manager

PROFESSIONAL BACKGROUND

Years of Experience

21

Education

- Tarrant County (TX) Community College 1985

Registrations/Memberships

- Real Estate Salesperson: #0394296 – Texas 1985
- International Right-of-Way Association

EXPERTISE

Brad Penn has 21 years of real estate consulting experience, including right-of-way acquisition and appraisal management. He worked in right-of-way acquisition for six years with the City of Fort Worth as the Assistant Director of the Land Office and was the Mitigation Coordinator and Eminent Domain Specialist for five years at DFW Airport during their expansion project. His experience has consisted of acquisition and relocation projects including single-family residences, commercial type properties, rural tracts and industrial properties. He has been involved in a variety of projects to include, water and sewer line easements, drainage easements, roadway projects, and airport expansions. He also has experience in projects that had to comply with the CFR Part 24 and the Uniform Relocation Assistance and Real Property Act of 1970.

RELEVANT EXPERIENCE

IH 635 Right-of-Way Acquisition, TxDOT – Dallas District, Dallas County, TX

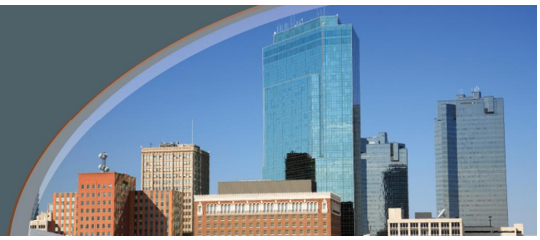
In February 2005, TranSystems was selected by TxDOT, as part of a two year infrastructure improvement project, to facilitate the acquisition of needed right-of-ways in Dallas County. The scope of work was comprised of roughly 29 parcels along and adjacent to IH 635. Acquisitions along the project's 12-mile length allowed for necessary frontage road and intersection improvements. Mr. Penn provided project management services including title research, condemnation and condemnation support, relocation and negotiation services and the submission of monthly progress reports. Challenges he overcame in executing such land acquisitions projects included resolving conflicts of interest, issues of property damage and the relocation of outdoor advertising signs. An additional challenge his team successfully overcame was the need to efficiently relocate a mini-storage facility utilized by nearly 450 tenants. Mr. Penn also provided TxDOT with important access management rights for executing future improvement plans.

Rufe Snow Road Improvements, North Richland Hills, TX

Mr. Penn served as Project Manager for this roadway widening project involving 70 parcels. This project was completed under the guidelines of the Uniform Relocation and Acquisition Act Relocation Act of 1970. Specific services included file management to comply with the guidelines, negotiation and title services.

SH 201 / Clear Creek Road and Airport Expansion, Killeen, TX

Mr. Penn served as Project Manager for the purchase of 60 parcels for the Clear Creek Road expansion and a terminal site for the airport. The project was completed under the requirements of the Uniform Relocation and Acquisition Act of 1970. Specific services included right-of-entry for survey,



ownership determination and title services, negotiation, closing services, appraisal and appraisal review, residential and business relocations, expert witness testimony, aiding in the coordination of eminent domain hearings, and file management.

SH 277, Wichita and Archer Counties, TX
This project for the TxDOT Wichita Falls District involved more than 50 parcels for the widening and in some cases relocation of SH 277 from near the Wichita County Line to the community of Mankins. As Project Manager, Mr. Penn provided title services, negotiation, appraisal and appraisal review, residential and business relocations, closing services, and eminent domain support.

FM 8 Roadway Widening, Erath County, TX
Mr. Penn served as Project Manager for this roadway widening project for the TxDOT Fort Worth District involving more than 40 parcels. Specific activities included negotiation and closing services.

Polk Street Road Improvements, DeSoto, TX
Project Manager. This roadway project involved the purchase of right-of-way and sewer easements consisting of approximately 45 parcels. Specific services included project management, title and closing services, negotiation, relocation, appraisal and appraisal review services, and expert witness testimony.

Alliance Airport Runway Extension and Relocation of FM 156, Fort Worth, TX
Mr. Penn was Project Manager for the purchase of 30 tracts for the expansion of a runway at Alliance Airport and the relocation of FM 156. He performed appraisals of 10 parcels for the relocation of several BNSF rail yard lines affected by the runway expansion, as well as the relocation of major utilities and FM 156, a major thoroughfare located within the expansion project's limits. Specific services included title services, negotiation, appraisal and review appraisal, closing services, and coordinating eminent domain hearings. Reappraisals were performed for all parcels impacted by the project, and highway right-of-ways were purchased on behalf of the City of Fort Worth and donated to TxDOT.

REFERENCES

Travis Henderson, *Right-of-Way Supervisor*
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Pat Baugh, *Director of Public Works*
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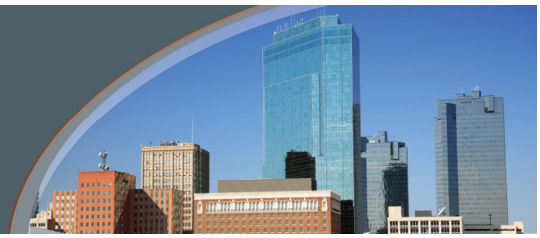


Lester Cisneros

Utilities Adjustment Manager

PROFESSIONAL BACKGROUND

Years of Experience

25

Education

- B.A. Social Science – College of Santa Fe, 1971
- M.A. Organizational Management – University of Phoenix, 1992

Registrations/Memberships

- N/A

EXPERTISE

Mr. Cisneros is responsible for managing the day-to-day operations on TBE's Subsurface Utility Engineering and Utility Coordination projects in New Mexico and Texas. Since joining TBE in 2004, Mr. Cisneros has served as the NMDOT Utility/Right-of-Way/SUE Liaison responsible for client relationship management, providing leadership to the Utility and Railroad Coordinators and providing Utility Coordination services.

Mr. Cisneros has extensive experience in multiple transportation disciplines, gained from his 25 years of employment with the NMDOT. As Railroads & Utilities Section Manager for the New Mexico Department of Transportation (1987-2000), Mr. Cisneros was responsible for managing all statewide utility and railroad relocation activities, including managing all on-call master Subsurface Utility Engineering & Utility Coordination contracts for highway projects; responsible for and being the leader for all statewide utility policy development and implementation; responsible for developing and administering the Federal Section 130 Railroad Safety Program; managing Utility & Railroad Section staff. In addition, Mr. Cisneros served as NMDOT Right-of-Way Director (2000-2004), with responsibility for professional development of and managing all right-of-way personnel, and responsible for the timely and cost effective acquisition activities associated with the delivery of highway projects.

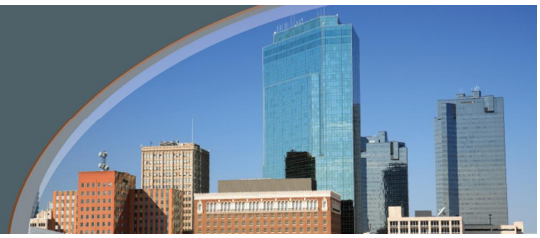
RELEVANT EXPERIENCE

SR 160/Blue Diamond Road, Las Vegas, NV

Lead Utility Coordinator for TBE's Utility Coordination services. TBE provided Subsurface Utility Engineering, Utility Coordination, Right-of-Way Acquisition/Relocation, and Utility Design services. This is the first combined right-of-way acquisition / relocation project and utility coordination project by a single consultant for the Nevada DOT. It has involved acquiring more than 80 parcels of land, performing three business relocations, and coordinating all utility design and relocation activities to make way for the construction and realignment of Blue Diamond Road. Nevada DOT plans to construct a new eight-lane road with sidewalks and build new overpass and entrance/exit ramps at Blue Diamond's interchange with I-15. At the same time, Nevada DOT intends to change the Blue Diamond Road alignment so that it runs east-west, instead of diagonally, tying it into the existing Windmill Lane.

Control Number: 2033; Termini: NM 45 Coors Corridor, Central to Rio Bravo (Segment I), Albuquerque, NM

Senior Utility Coordinator responsible for providing professional Utility Coordination and Subsurface Utility Engineering services to aid in the design of roadway and utility improvements which included installation of large diameter water and wastewater lines.



Control Number: 3031; Termini: NM 273, Santa Teresa, NM
Senior Utility Coordinator responsible for coordinating the relocation of six utilities prior to construction for this rural / urban safety and roadway widening project.

Control Number 2376; Termini: NM 126 – Fenton Lake, Cuba (NM 4 and NM 126), LaCueva, NM
Senior Utility Coordinator responsible for providing Utility Coordination on this Federal Highway Administration project. Project involves coordinating with the power company and Windstream Communications during the design phase of a mountain road upgrade and construction. New roadway is being constructed through national forest land to detour around private developments.

Control Number: 3800; Termini: US 180, Silver City, NM
Senior Utility Coordinator responsible for providing Utility Coordination services for this reconstruction of US Highway 180 through a very congested urban section.

Control Number: 3311; Termini: NM 478 from Texas State Line to O'Hara Road, Anthony, NM
Senior Utility Coordinator responsible for providing Utility Coordination for urban safety project for design and construction of a roundabout highway interchange.

New Mexico Department of Transportation On-Call Subsurface Utility Engineering and Utility Coordination Contract, Statewide, NM
Senior Utility Coordinator for TBE's On-Call Subsurface Utility Engineering and Utility Coordination contract with New Mexico Department of Transportation (NMDOT) to provide these services throughout the State of New Mexico. TBE has held this contract since 1999.

REFERENCES

Alex Salazar, *Utilities and Railroads Manager*
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George Herrera, *Project Manager*
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German Andrade, *Senior Project Engineer*
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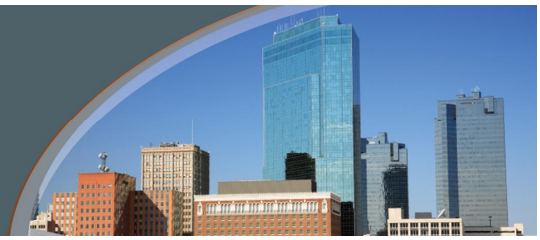


Scott Spradlin, PE

Quality Assurance Program Manager

PROFESSIONAL BACKGROUND

Years of Experience

10

Education

- B.S., Civil Engineering – University of Texas, 1998

Registrations/Memberships

- Professional Civil Engineer #92617 – Texas

EXPERTISE

Mr. Spradlin has ten years of experience in transportation engineering, with design and construction emphasis on major transportation infrastructure projects. He has a broad knowledge of engineering fundamentals and applications and is an excellent communicator. Scott is knowledgeable of ISO 9000:2000 standard requirements.

RELEVENT EXPERIENCE

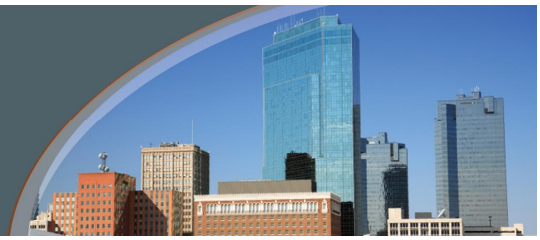
SH 130 Design Build Toll Project, Austin, TX
As Quality Assurance Area Manager, Mr. Spradlin oversaw a staff of approximately 25 engineers, inspectors, materials testing technicians and environmental compliance inspectors on this $1.3 billion, 49-mile toll road. He was responsible for all Raba-Kistner Area Office operations to ensure compliance with project plans, approved shop/working drawings, and specifications. Scott was responsible for implementation of quality assurance procedures, personnel training, deficiency detection, nonconformance reporting, root cause analysis, verification of corrective actions, identification of opportunities for improvement, and achievement of metrics.

Construction of Dessau Road Extension, Pflugerville & Austin, TX
Work performed from May 1999 to September 2000 while employed with the TxDOT North Travis County Area Office in Austin. Mr. Spradlin served as Construction Project Manager for four miles of new four lane roadway including several signalized intersections and a bridge. He oversaw materials testing and supervised construction inspectors.

Construction of IH35 / US290 East Interchange, Austin, TX
Work performed from May 2000 to October 2000 with TxDOT. Mr. Spradlin provided construction inspection for new interchange which included four new direct connects as well as roadway expansions and improvements. Duties included overseeing traffic control for complete interstate shutdowns as well as inspection of steel girder and concrete bridges.

PS&E Design for IH820 NE Loop from IH35 West to Hwy 377 Denton Highway, Fort Worth & Haltom City, TX
Mr. Spradlin's engineering duties included designing signing and striping layouts, designing intersection grading layouts, designing project construction phasing, and developing traffic control plans.

Design for Spur 382 / Airfield Drive / Glade Road Capital Improvements in Grapevine, TX, for Dallas-Fort Worth International Airport
Mr. Spradlin served as lead engineering designer for roadway and intersection improvements which included grading, drainage, construction sequencing, traffic control, and traffic signal design.



REFERENCES

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CH2M Hill – Panama Canal Expansion Program
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Mr. Tim Weight, PE, *Director of Turnpike Projects*
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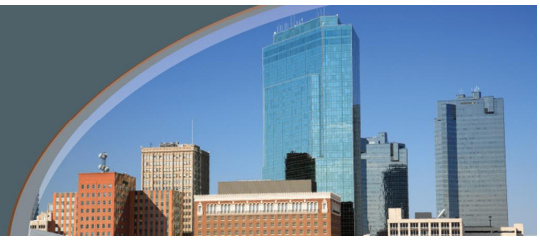


Chien Fu, PE

Independent Quality Acceptance Manager

PROFESSIONAL BACKGROUND

Years of Experience

30

Education

- B.S. Hydraulic Engineering – Chung Yuan Christian College of Science and Engineering (Taiwan)
- M.S. Civil Engineering (Geotechnical) – University of Texas, Arlington

Registrations/Memberships

- Professional Engineer #56509 – Texas

EXPERTISE

Mr. Fu has over 30 years experience in geotechnical and materials engineering, testing, and research. Additionally he has served in key positions such as Geotechnical Manager and Construction QA Testing Manager.

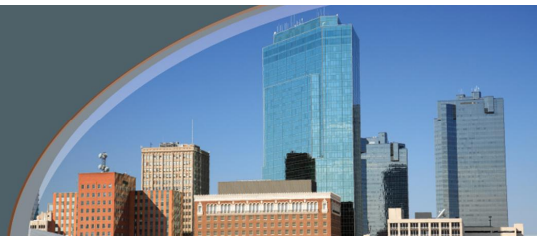
RELEVANT EXPERIENCE

Quality Assurance Testing Manager, State Highway 130 Turnpike, Austin, TX
Provided oversight on the AASHTO accredited laboratory that performed all acceptance testing for this $1.3 billion, 49-mile long new location project. He developed a QA testing procedures manual and oversaw a web-based Electronic Data Management System (EDMS), developed by Raba-Kistner, for monitoring material quality and reporting all acceptance tests. He developed and implemented an innovative forward-approach of managing and assuring the embankment effective PI, depth of non-swell materials, and subgrade resilient modulus to substantially reduce the risk to the developer and the owner.

Director of Texas Department of Transportation (TxDOT) Materials and Test Division Soils and Aggregates Section (1993)
Developed and supervised state-wide programs to assure: (1) uniform inspection and testing of highway construction materials, (2) quality of materials and construction, and (3) training and certification of inspectors and laboratory technicians. Mr. Fu was instrumental in researching and revising many of TxDOT's soils and aggregates test procedures. In 1994, he developed TxDOT's Aggregate Quality Monitoring Program that allows prequalification of aggregate sources using a statistical evaluation of the recent material test history. Mr. Fu has lead many research activities and revised most of TxDOT soils and aggregate test procedures to improve the consistency, quality, and effectiveness of performance measurements.

Mr. Fu was TxDOT's special project engineer responsible for a friction aggregate research project "Develop Alternate Polish Value and Soundness Specifications to Allow Optimal Utilization of Bituminous Coarse Aggregates." The current TxDOT Wet Weather Accident Reduction Program is based in part on Mr. Fu's early research work in friction aggregate testing and pavement skid performance prediction.

He was a member of TxDOT's Forensics Team and has investigated and reported many pavement, embankment, retaining wall, subgrade, base, and foundation and slope failures related to the deficiencies in material and construction quality control.



Materials Engineer/Special Project Engineer, Aggregates and Portland Cement Concrete Production, Taiwan
Responsible for quality control and quality assurance of aggregates and Portland cement concrete production.

REFERENCES

Mr. Tim Weight, PE, *Director of Turnpike Projects*
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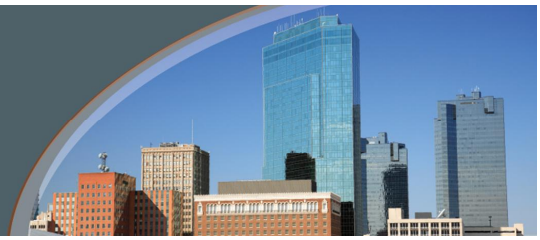


Thomas Van Zandt

Environmental Compliance Manager

PROFESSIONAL BACKGROUND

Years of Experience

25

Education

- B.A., Government History, University of Texas at Austin, 1966
- J.D., University of Texas Law School, 1970
- M.S., Water Resources Management, University of Wisconsin, 1974
- Implementation and Evaluation of Environmental Management Systems, TCEQ, 2003
- TxDOT-ENV 102 Stormwater Erosion & Sediment Control, 2002

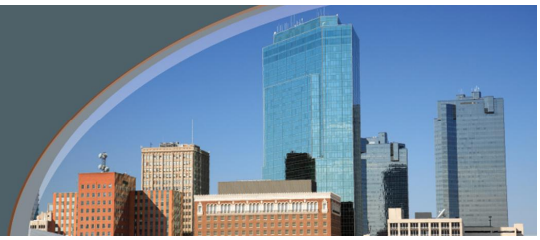
Registrations/Memberships

- State Bar of Texas, License No. 2046440
- TxDOT Pre-certification Sequence No. 2323; Categories: 1.3.1, 1.4.1, 2.4.1, 2.4.2, 2.7.1, 2.12.1, 2.14.1

EXPERTISE

Mr. Van Zandt has 25 years of experience in the field of environmental management. He has managed or participated in Environmental Impact Statements (EIS), environmental assessment and permitting projects dealing with highways, railroads, deepwater ports, lignite mines, power plants and transmission lines, hazardous waste facilities, airports, pipelines, and commercial/residential developments, among others. Mr. Van Zandt served over three years as the Environmental Compliance Manager for TxDOT's SH 130 Segments 1-4 design-build project, and continues to serve as Project Principal for Hicks & Company's management of the environmental compliance program. During that period, he led the development of an Environmental Management System (EMS), the first certified highway construction EMS in the nation (in 2007 the SH 130 EMS was certified at the Gold level by TCEQ's *Clean Texas* program). The SH 130 EMS recently received the Texas Council of Engineering Companies Engineering Excellence Award as the best environmental project of 2007. Now nearing completion, the project has maintained its aggressive design-build schedule without compliance-related delays while complying with TxDOT's strict *zero violations* standard.
Mr. Van Zandt has presented papers on the application of EMS to design-build and other large scale highway development projects at several national conferences including FHWA/EPA "Green Highways" forums, Transportation Research Board (TRB) meetings, and TxDOT conferences.

Mr. Van Zandt has managed the EIS process for a number of Texas highway projects, including SH 130, the Lubbock East-West Freeway rail relocation, US 190 in Copperas Cove, Loop 49 in Tyler, as well as numerous EAs and feasibility studies in Corpus Christi, League City, Laredo, Odessa, and West Texas. He serves as Hicks & Company's Project Principal for consultation support to TxDOT for the development of a statewide EMS under an EPA Consent Agreement. He has testified in trials and administrative hearings as an expert in environmental assessment methods, wetlands regulation, environmental justice, and other topics. He is a member of the State Bar of Texas and has authored numerous reports, articles, and presentations on NEPA and other aspects of environmental law and management. Mr. Van Zandt has managed or supervised more than 50 assessment and permitting projects for roadway development in Texas.



RELEVANT EXPERIENCE

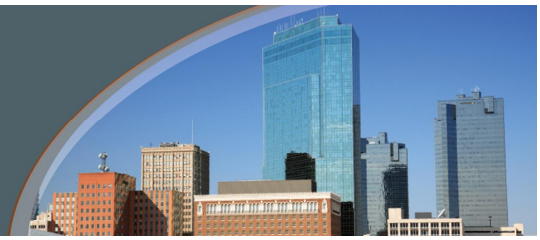
SH 130 Segments 1-4 Design-Build Project, TxDOT – Austin District and Texas Turnpike Authority, Austin, TX

Environmental Compliance Manager of the first design-build EDA project in Texas, responsible for the development and implementation of the project's Environmental Protection Program, through design, pre-construction, and construction phases of the project. Responsibilities included:

- Development of plans required under the EDA, including Project Mitigation, Construction monitoring, and Hazardous Materials Management.
- Development of two-tiered Environmental Protection Training Program provided to all Developer management, staff, and subcontractors. To date, more than 5,000 project staff has completed the environmental training program.
- Implementation of procedures for environmental QC of design and preparation of EPIC plan sheets for 16 separate construction plan sets.
- Supervision of the Environmental Team in obtaining regulatory clearances that included to date 23 Notices of Intent and 15 Notices of Termination under the Texas Pollutant Discharge Elimination System (TPDES); preparation and USACE approvals of Section 404/401 permit documents, including eight permit modifications, 16 preconstruction submittals, and one Detailed Compensatory Mitigation Plan; archeological surveys and THC clearance for nearly 1,200 acres of Additional Properties; preparation of EPIC reviews and final design plan sheets for 16 construction sections, and Phase 1 Environmental Site Assessments for more than 400 parcels.
- Monitoring, documenting and reporting of project environmental compliance, including management and coordination of the Environmental Compliance Inspection team.
- Design and implementation of an EMS and initiation of the process for EMS certification by TCEQ's Clean Texas program (certified at the Gold level in 2007).
- As part of the EMS, developed procedures and documents for project operational controls, including a number of Standard Operating Process documents for specific environmental compliance issues, including SW3P dispute resolution, work in and around waterways, oil and toxic materials handling, and migratory bird protection.
- Managed design and construction phases with no regulatory violations or major construction delays due to environmental compliance issues.
- Oversaw EMS community outreach program (tree preservation, wetland plant relocation, fish and wildlife relocation for area schools and youth groups, bat box installation under bridges, etc.) that garnered favorable media coverage and awards for the SH 130 project.
- SH 130 Environmental Impact Statement and Route Selection – Served as first Project Manager and later Project Principal for Draft and Final EISs for the SH 130 project.
- As SH 130 ECM, supervised completion of 10 NEPA revaluation documents and one Supplemental EA for major and minor design modifications during SH 130 project development. Reevaluations included a comprehensive EIS-level reevaluation addressing new TxDOT procedures for assessing cumulative and indirect impacts in the rapidly growing four-county Central Texas region.

US 183A Toll Road Design-Build Project, Austin, TX

Project Principal and QC Manager for Environmental Compliance Management and Inspection. Mr. Van Zandt served as project principal through the NEPA process, including providing Section 7 Endangered Species and cultural resources clearances. During



construction of the $170 million project, he oversaw personnel providing environmental inspection and management services as well as post-NEPA clearances for cultural resources and endangered species.

TxDOT Statewide Environmental Management System Pilot Program Support
Project Principal/QC Manager for Hicks & Company's consulting support to TxDOT Environmental Affairs and Construction Divisions' efforts to implement a statewide EMS by 2012, in compliance with a Consent Agreement with EPA. The initial effort is focused on three pilot Districts – Dallas, Waco, and Yoakum. Hicks & Company is currently assisting TxDOT's EMS team in developing training materials (video and self-paced DVDs) for stormwater management and other environmental topics.

US 69 Lindale Reliever Route EIS, Tyler, TX
Project Principal/QC Manager for EIS, Section 404, cultural resources, and other environmental compliance issues for this reliever route.

Loop 49 South and Loop 49 West Environmental Impact Statements, Tyler, TX
Provided route selection and Environmental Impact Statements for proposed western and southern segments of Loop 49.

US 190 Copperas Cove EIS and Reevaluation, Copperas Cove, TX
Provided route selection support and EIS for a proposed reliever road.

IH 35 Trade Corridor Study, Texas to Minnesota
Prepared environmental compliance components of feasibility study for the IH 35 improvements from Laredo, Texas to Duluth, Minnesota, including IH 35E and IH 35W through the DFW Area.

REFERENCES

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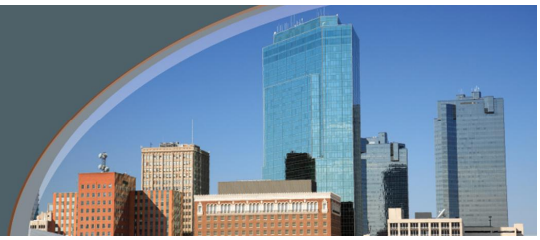

Richard "R.T." Carter

Operations Manager

PROFESSIONAL BACKGROUND

Years of Experience

12

Education

- M.S., Business Organizational Management University of Laverne, 2001
- B.A., Liberal Arts – Austin College, 1994

Registrations/Memberships

- N/A

EXPERTISE

Mr. Carter has 12 years experience in asset management and the installation and maintenance of hardware for complex tolling systems.

Since April 2006, Mr. Carter has worked on the proposal and bidding of the State of Florida's Toll System Replacement Invitation to Negotiate with the prime contractor, Raytheon. The Raytheon Team has the ITN and Mr. Carter served as the Project Manager. VMS was responsible for the installation and maintenance of the new toll system hardware infrastructure for 734 lane miles throughout Florida over a 5-year period. This included 27 lanes of Open Road Tolling (ORT) from Raytheon. In addition, Mr. Carter oversaw the dispatching operations center and warehousing.

Since March 2004, Mr. Carter has served as the Asset Manager for VMS' Ted Stevens Anchorage International Airport Asset Management Project. His duties include contractual compliance, budget, client relationships and development of projects. Mr. Carter assisted the airport staff in modifying and enhancing their Computerized Maintenance Management System (CMMS). This project involved working across all divisions at the airport and focuses on long term needs. Mr. Carter also oversaw the Facilities Work Control Center (FWCC) and the Warehouse. In both these projects, a high level of integration with the client's operation was required and Mr. Carter was responsible for the development of policies and procedures to guide staff in the execution of their responsibilities.

RELEVANT EXPERIENCE

Florida's Turnpike Enterprise (FTE), Orlando, FL
Project Manager of Asset Management for ORT, ITS and toll-booth installation and system operation and maintenance (including roadways) on the new FTE Program, encompassing 734 managed lanes (including 27 ORT lanes) throughout Florida.
Mr. Carter served as the design and system integration manager during the design phase of the project and was responsible for the installation and maintenance of all systems' hardware. Responsibilities also extend to managing the projects' dispatch centers, operations and warehousing facilities.

Ted Stevens Anchorage International Airport, Anchorage, AK
Mr. Carter served as the Asset Manager for the Ted Stevens International Airport (ANC) Asset Management Program. Duties in this role included contractual compliance, budgeting, client interface and development of programs. Responsibilities also extended to the oversight of the Facilities Work Control Center (FWCC) and the warehouse. The project required that the team work across all divisions at the airport and that the focus extended to long term needs. This necessitated a high level of integration with the client's operations department and Mr. Carter oversaw the development of policies and procedures to guide staff in the execution of their responsibilities. His expertise assisted the airport in the modification and enhancement of the Computerized Maintenance Management System

(CMMS). Mr. Carter supervised the first year of operations and maintenance for the "C" Concourse Baggage System, which utilizes inline screening in order to improve efficiency at the airport. This complex system consists of over 2.5 miles of bag line and contains over 300 conveyor segments. Each segment contains a motor, roller assembly, and belting controlled by a computerized monitoring system that ensures the safety and security of the flying public. The system is capable of detecting if a bag has been tampered with by sensing deviation in travel time between the photo eyes. Mr. Carter's duties also extended to management of several major subcontracts to ensure compliance with established standards.

SAP Implementation
Revising the scope for a project based on facilitated sessions provided major savings to the client and resulted in a shortened project timeline, further benefitting the customer by providing the necessary tools. Additional work involved managing the migration and remediation of data reporting tools during the SAP implementation.

Royalty Tax Applications
Mr. Carter developed, designed and managed a test plan with emphasis on turnaround time and accuracy in advance of a change in tax liability for a major corporation. The application was released on schedule and with no major setbacks.

Traction HSSE Database
Mr. Carter was Lead Designer for the development of a comprehensive training program for global implementation of a BP database application that included a training plan, course materials, and multimedia training solutions for users, power users, and system administrators. Mr. Carter also spent two years traveling to implement this application as part of a worldwide effort.

State of Alaska Alcoholic Beverage Control Board of Licensing Application
Mr. Carter was responsible for designing a complete network, server, and database architecture to meet the needs of a maintenance and operation organization. He defined business rules for application developers to accurately meet legal and functional requirements; revamped work flow in a license tracking application so the new design was possible in an on-demand environment; he cut the hours of work per application in half; and eliminated expensive triplicate forms. He also developed metrics to judge performance and capabilities of trainers and students; designed and developed a licensing application for government agencies; and developed databases through analysis and evaluation of clients' needs and expectations for entry and reporting.

REFERENCES

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Rob Holland, *Custodial Operations Consultant*
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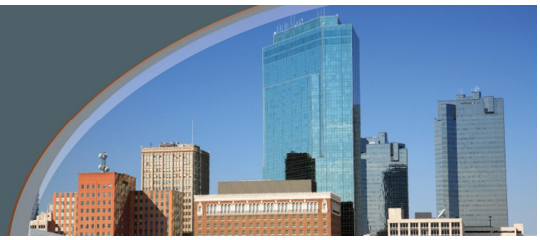


Bruce Sampson

Maintenance Manager

PROFESSIONAL BACKGROUND

Years of Experience

17

Education

- General Courses at San Antonio College
- TEEX Work Zone Traffic Control (certified)
- NHI Bridge Maintenance Training (certified)
- ATSSA Guardrail Installation Training (certified)

Registrations/Memberships

- N/A

EXPERTISE

Mr. Sampson offers extensive experience in the maintenance management of urban highways and toll ways in Texas. His oversight responsibilities include budgeting and tracking project costs; managing employees and contractors; scheduling work activities; implementing safety programs; managing traffic services and emergency response services; ensuring compliance with contract requirements; and maintaining communications with TxDOT. He has effectively managed projects that include the maintenance of freeways, bridges, major intersections, tunnels, access ramps, pavement, roadside, drainage, vegetation, and aesthetics. Mr. Sampson has also worked as the Construction Foreman and Facility Management Engineering Assistant in electrical, plumbing and concrete / asphalt applications in Texas for the US Army.

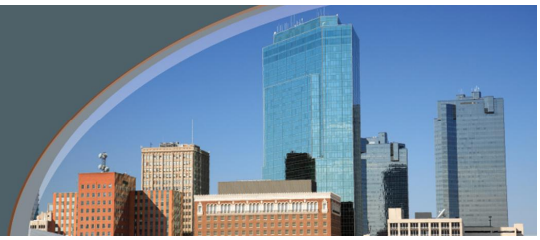
RELEVANT EXPERIENCE

IH 35 Corridor, Waco, Texas

As Project Manager, Mr. Sampson is responsible for the oversight of maintenance for this 120-mile project, which includes 964 lane miles of highway and service roads. Mr. Sampson's responsibilities include project budgeting, managing 29 employees and dozens of subcontractors, and maintaining a relationship with TxDOT. Key work items listed in the five-year contract with TxDOT include maintenance of bridges, pavements, roadside, drainage, traffic services, vegetation, and aesthetics. Mr. Sampson also supervises ice control, severe weather and emergency response services.

President George Bush Turnpike, Dallas, Texas

Project manager for the 30.5-mile tolled freeway running through the northern suburbs of the DFW area. Responsibilities on this asset management project include roadway, bridges, major interchanges, tunnels and access ramps. Assets included: roadway (30.5 miles); facilities/janitorial (176,803 sq ft); 90 bridges; 5 major interchanges; 5 mainline plazas; 4 tunnels; a skywalks; 30 access ramps; and 524 acres of turf. Mr. Sampson supervised an in-house staff of 10 employees and scheduled all work activities using a Computerized Maintenance Management System (CMMS). He was also responsible for compliance with the monthly customer-performed Maintenance Rating Program (MRP) with an overall score of 90% or greater, an in-house performance of 80%, as well as an annual condition asset report meeting for GASB 34 requirements. He attended weekly senior staff meetings with NTTA departmental staff to provide work updates and status of future projects; supervised all turf activities, such as herbicides, fertilizers, tine aeration, and erosion control to ensure contractual compliance; and supervised all change orders and additional segments of work added to the project, tracking of project costs, budgeting, the safety program, vehicle maintenance, and equipment procurement.



REFERENCES

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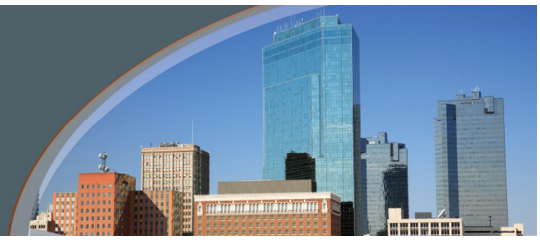


Luis Esteban Berrios

Project Manager

PROFESSIONAL BACKGROUND

Years of Experience

34

Education

- M.S. in Civil Engineering – University of Chile, Santiago, Chile

Registrations/Memberships

- Spanish, Board of Professional Engineer #5.734.969-7

EXPERTISE

Luis Berrios is an experienced Civil Engineer with substantial management experience as a General Manager, Deputy Manager, Technical Manager, Construction Manager and Office Manager for OHL. As General Manager, he supervised and managed project teams, administration, financing, technical, development and operational areas within the projects. His expertise also includes construction and maintenance management of large projects on which his responsibilities included project scheduling, issuing project reports, and monitoring the project progress to ensure successful completion within established budgets and schedules.

RELEVANT EXPERIENCE

Autopista del Sol, Santiago de Chile to San Antonio, Chile

Autopista del Sol is a 132.3 km, $281 million tollroad which links the city of Santiago de Chile with the port of San Antonio, the main port of Chile. As the General Manager, Mr. Berrios was responsible for the general administration of the company Autopista del Sol S.A. and its subsidiaries. He supervised and managed the administration, finance, technical, project development, and operational areas of these companies.

Autopista los Libertadores, Santiago de Chile to Los Andes, Chile

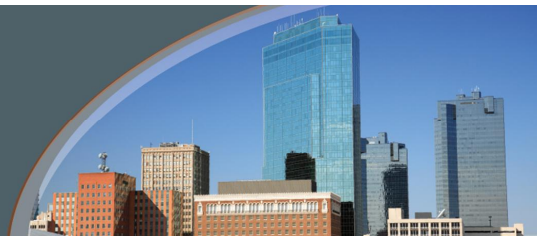
The Autopista los Libertadores is a 119.4 km, $240.3 million tollroad linking the city of Santiago de Chile, from the Americo Vespucio loop, with Route 60 east of Los Andes. It is the main route connecting Chile and Argentina, linking the ports of the Pacific with the Atlantic and encouraging the land transport of goods within the region. As the General Manager, Mr. Berrios was responsible for the general administration of the company Autopista los Libertadores S.A., and its subsidiaries. He supervised and managed the administration, finance, technical, project development, and operational areas of these companies.

Autopista los Andes, Valparaiso Region, Chile

As the Technical Manager, Mr. Berrios was responsible for the administration of the 92 km, $423 million, Autopista los Andes during the design and construction of the concession. He represented the concession when dealing with the Department of Public Works in matters concerning technical areas and the Licensing Contracts for the two projects. He was also responsible for the Internal Administration of the Technical Management and coordination with other company departments.

Autopista del Sol, Santiago de Chile to San Antonio, Chile

Prior to serving as General Manager, Mr. Berrios was the Technical Manager for the Autopista del Sol, and was responsible for monitoring the construction details of the tollroad including the design, construction, public works and providing the equipment for the motorway, not only for the original project but also for the additional projects that were undertaken as a result of supplementary agreements. He represented the Licensee before the Ministry of Public Works and the Contractors for



the works and services in all matters concerning the construction of the project. He was also responsible for organizing the operational area, planning and controlling the tasks involved in the conservation and maintenance of the project.

Hidroelectrica el Chocon, S.A., Neuquén, Argentina
As Deputy Manager, Mr. Berrios was responsible for operations and maintenance work for the El Chocón (1,200 MW) and Arroyito (120 MW) Hydroelectric Power Plants near Neuquén, Argentina. He was also responsible for the Maintenance and Engineering departments, which were in charge of operating the power plants and planning and constructing repairs needed for the El Chocón Dam. The departments also carried out environmental planning and monitoring, maintenance on the public works of the power plants and coordination with the authorities in matters concerning Dam Safety / Security and Water Management.

REFERENCES

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Carlos Fuenzalida Inostroza, *General Manager*
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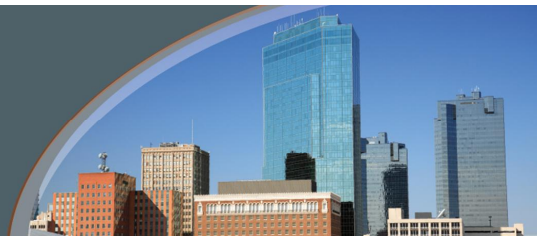
* Conversion rate 1 euro =$1.38 as of October 2, 2008



Ignacio Garcia

Deputy Project Manager

PROFESSIONAL BACKGROUND

Years of Experience

12

Education

- Executive M.B.A. – Instituto de Empresa, Madrid, Spain, 2002
- Civil Engineering – Polytechnic University of Madrid, Spain, 1995

Registration/ Memberships

- Spanish Board of Professional Engineer #12934

EXPERTISE

Ignacio Garcia has over 13 years of experience in various aspects of Civil Engineering. Since November 2006, he has served as the Business Development Director for North America and Europe for OHL Concesiones, a subsidiary of OHL. His main duties have included the prospecting, engagement, bidding and development of infrastructure Public Private Partnerships (PPP) in those continents. Prior to that, he served as the project manager for several infrastructure proposals for projects in Europe.

Before joining OHL Concesiones in 2004, Mr. Garcia worked on the Henarsa, R-2 Madrid - Guadalajara Toll Highway, a $550 million tollroad, serving in several capacities starting from the design and construction phase to the operation and maintenance of the highway and ending as Technical Director of the concessionaire.

RELEVANT EXPERIENCE

R-2 Madrid-Guadalajara Toll Highway, Madrid, Spain

Mr. Garcia began as the Assistant Technical Director, responsible for supervising the project, following up on environmental issues, investigating claims by the construction company and maintaining professional relationships with public officials. He was also responsible for managing the interface between the Contractor, the ITS provider and the Concessionaire. He also served as Deputy Operations and Maintenance Manager for the project, and was responsible for the operations and maintenance of the tollroad. After he was promoted to Technical Director, he took responsibility for the construction, maintenance and public relations for the project. The final investment was more than $550 million*.

Business Development Director North America and Europe

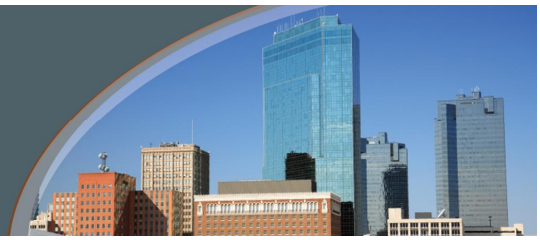
November 2006 - Current

Mr. Garcia is responsible for supervising PPP proposals in the USA, Mexico and Europe for OHL Concesiones in coordination with the Managing Directors of each country. In this role, he oversees preparation of the proposals, submits the bids and presents investment proposals to the CEO of OHL Concesiones.

Director of OHL Concesiones, Madrid, Spain

April 2006 – November 2006

Mr. Garcia was responsible for incorporating OHL Infrastructure and opening its Austin's office. During that period, he developed the proposal for SH-161 and was short-listed for the procurement. He also submitted a proposal for the Tampa East West Road Project.



* Conversion rate 1E=$1.55 as of June 16, 2008

REFERENCES

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Juan José Jarillo Rodríguez, *General Director of Roadways; Deputy Director of Planning and Projects*
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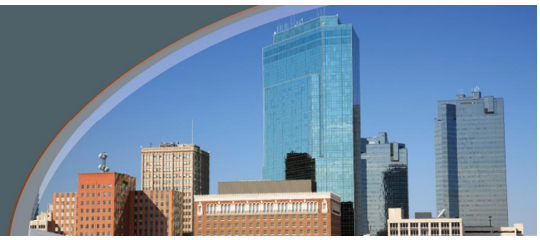


Craig Miller, PE

Design Manager

PROFESSIONAL BACKGROUND

Years of Experience

40

Education

- B.S. Civil Engineering, Virginia Tech, 1967
- M.S. Civil Engineering/Urban Studies, University of Miami, 1972

Registrations/Memberships

- Professional Engineer, Texas - Pending
- Professional Engineer #13147 - Florida
- TxDOT Pre-certification Sequence No. 15645; Categories: 1.2.1, 1.3.1, 1.4.1, 3.1.1, 3.2.1, 3.3.1, 3.4.1, 3.5.1, 3.6.1, 4.1.1, 7.1.1, 7.2.1, 7.5.1, 8.3.1, 9.1.1

EXPERTISE

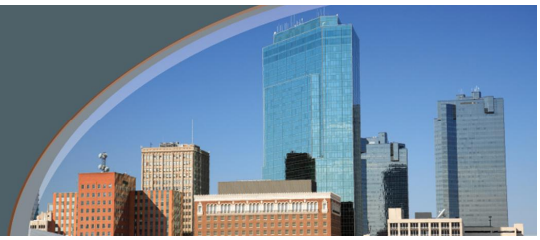
Mr. Miller is the Principal-in-Charge and nationwide leader of the firm's Project Finance and Privatization Group, which includes over 20 top TranSystems experts all across the country. These experts include financial advisors/modelers, economists, toll revenue modelers, value capture experts, creative finance experts, and experts in all modes of transportation, including freight track lines, transit tollroads, and maritime facilities. Mr. Miller began his career with the Florida DOT where he became the executive in charge of about one-half of the Florida DOT's 5-year work program. He has authored papers / presentations at IBTTA suggesting the use of value capture techniques to supplement toll revenue bonds for marginally feasible tollroad projects. In 1991, he authored a paper and presentation to IBTTA entitled "Toward a National Tollroad System for the 21st Century." Since then, Mr. Miller has been almost continuously engaged in managed lanes and tollroad consulting assignments ranging from new tollroads on new alignments, expansion of existing tollroads, to Express (Toll) Lanes, and Truck Only Toll (TOT) Lanes.

Mr. Miller's Toll and Revenue Studies experience includes performing financial feasibility studies, financial modeling, planning, environmental studies, conceptual plans, final design, congestion pricing studies, U.S. DOT value pricing grant applications, area-wide road pricing studies, forecasts of users, elasticity studies, electronic toll collection planning / coordination, open-road tolling, ITS, privatization studies, procurement assistance, tollroad legislation, Hotlane enforcement, nationwide enforcement research for FHWA, policy analysis / advisory services, and proposal preparation / evaluation. Mr. Miller has published over 20 state-of-the art papers on creative tollroad financing and has chaired ARTBA's international annual public-private ventures conference in Washington, D.C. His clients include numerous DOTs, Expressway Authorities, Turnpikes, legislative bodies, Transportation Commissions, Governor's Offices and the United States DOT.

RELEVANT EXPERIENCE

IH 95 Hotlanes, Miami, FL

Mr. Miller was the principal author of the 1000-page IH 95 Hotlanes Proposal, a public-private partnership proposal, submitted to FDOT under F.S. 334.30, Florida's Public-private Partnership Act. Mr. Miller, together with Lowell Clary and David Miller (of PFM) were the three primary authors of this legislation. In addition, a $500M superturnkey public-private partnership was proposed to the Florida DOT to privately design-build, finance and operate a reversible Hotlane System on IH 95 using moveable barriers. The proposed financing included a TIFIA loan and non-recourse investment-grade tax-exempt bonds.



Tollroad Feasibility Studies, El Paso, TX
Mr. Miller has recently completed over 100 miles of tollroad and managed lanes feasibility studies in El Paso, Texas. Projects include:

- IH 10 West
- Loop 375 Downtown
- Loop 375 Cesar Chavez
- Loop 375 Americas
- Loop 375 West
- US 85 ML Direct Connects
- Loop 375 Joe Battle South
- IH 10 East Loop/ 375 Direct Connect
- Northeast Parkway "Super 2"
- Loop 375 Transmountain Central
- Montana Avenue (US 62/180)
- Loop 375 Fort Bliss

Metro-Dade County Area-Wide Congestion Pricing Study, Miami, FL
Served as project manager for a countywide road pricing study in Dade County. The study included road pricing, ETC systems, revenue forecasting, expressway authority feasibility study, HOV and HOT lane pricing, congestion pricing and the evaluation of possible pricing strategies on IH 95. This was Florida's first comprehensive congestion pricing study involving over $1 billion in expressway and express lanes development.

Arizona Department of Transportation Congestion Pricing Project, Phoenix, AZ
Craig Miller served as Project Manager and prepared a congestion pricing HOT Lane study for ADOT involving over 100 lane miles of HOT lanes. This project included the evaluation of the following:

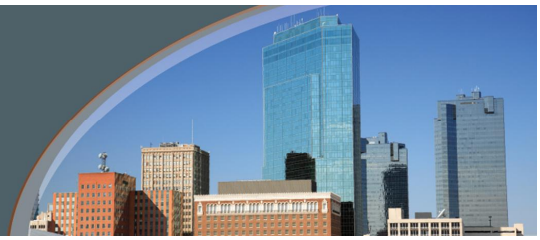
- Congestion pricing strategies
- Traffic and revenue forecasts
- Multilevel debt and equity financial modeling
- Privatization analysis
- Selling of surplus HOV-lane capacity to low occupancy vehicles (HOT Lanes)
- Engineering concept development
- ETC systems design studies
- Automated enforcement systems
- Legislative/policy analysis
- Business and organizational planning
- Transit, park-ride, and mainline bus station plans

This project involved seven radial freeways around Phoenix and five phases of project development and financing. The project concept involved over $800 million in transportation assets. The study concluded that the conversions of existing underutilized HOV lanes to create HOT lanes would increase passenger throughput, reduce congestion, reduce emissions, and reduce energy consumption. The project was found to be financially feasible as a privatization project. A 500-page report was produced in record time for the client, and was nationally acclaimed in the *Wall Street Journal.*

Arizona Tollroad Company Hotlane System Privatization Study, Phoenix, AZ
Served as project manager for Hotlane privatization study on behalf of private tollroad development company. Analyzed the financial feasibility of 7 freeway corridors for feasibility as privatization projects. Developed $400 million private financing plan for Hotlanes on several corridors.

Mid-Valley Parkway Tollroad Financing Plan, Palm Springs, CA
Served as task manager for the creative financing element for this $200 million expressway. Services include traffic and revenue forecasting, the analysis of the traffic impact fee districts, tax increment districts, special highway assessment district, road pricing options, electronic toll and traffic management (ETTM) systems, creative debt financing, privatization and public assistance policy analysis.

Chesapeake Expressway Tollroad Feasibility, Chesapeake, VA
This project involved a 10-mile, 4-lane new toll expressway on a new, alignment, almost identical to



SH 161. Craig Miller's role was to perform the initial level 1 traffic & revenue study. TranSystems also assisted the City in preparing O&M cost estimates, served as privatization/ finance advisor and also helped in the preparation of a public-private partnership RFP.

Value Capture Financing

Mr. Miller has also performed several pioneering financial analyses involving value-capture financing of transportation infrastructure. When new freeway interchanges or new transit stations are built, the value of the abutting property increases, in some cases, by multiplied millions of dollars. Value-capture financing is the idea of "capturing" some of those windfall profits to help pay for the infrastructure that created the windfall. Mr. Miller's experience allows him to carefully craft "win-win" scenarios for the transportation provider and landowners. Mr. Miller's value capture experience includes financial advisory services for the evaluation of:

- Tax Increment Financing Districts
- Special Assessment Districts
- "Utility Fee" Districts (Highway and Transit)
- Highway/ Transit Capacity "Futures"
- Real Estate Entitlement Financing
- Transit-Oriented Developments
- Traffic/ Transit Impact Fee Districts

REFERENCES

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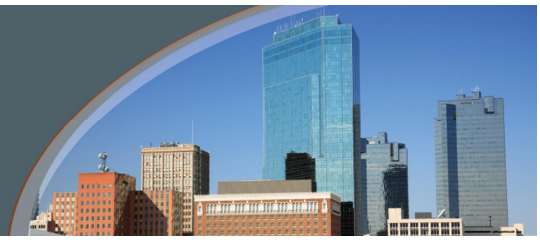


Pablo Ybanez

Finance Manager

PROFESSIONAL BACKGROUND

Years of Experience

10

Education

- Executive M.B.A. – Instituto de Empresa, Madrid, Spain, 1999
- Business Administration – Universidad Complutense, Madrid, Spain, 1994

Registration/Memberships

- N/A

EXPERTISE

Mr. Ybanez has over 10 years experience in various aspects of Project Finance; after joining OHL Concesiones in 2000, he has served as Project Finance Director – reporting directly to the Financial Director of OHL Concesiones – for several challenging concessionaire projects. In this role, he has traveled the globe to work on concession projects, managing the development of all financial models and project finances. He also oversaw financial close agreements, resources for developing the project, and the day-to-day management of cash flow. Mr. Ybanez's financial expertise includes tolls roads, shadow tolls, trains, ports and airports infrastructure.

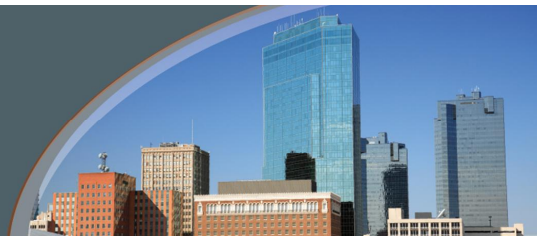
RELEVANT EXPERIENCE

Autovia de Aragón, Madrid, Spain
Project Cost - $286 million
As financial advisor during the first phase, Mr. Ybanez analyzed the project's feasibility and associated risks, including commercial and financial issues, risk allocation and corporate and financial structuring. He also developed a financial model and financial plan for this project. After receiving notice-to-proceed, Mr. Ybanez coordinated the due diligence process, including developing and negotiating the bank contracts. This project is a syndicated project finance facility with an 18-year tenure involving a shadow toll in Madrid with EIB, Depfa Bank and ICO.

Autopista los Libertadores, Santiago de Chile to Los Andes, Chile
Project Cost - $240 million
As Project Finance Director, Mr. Ybanez coordinated the due diligence process, including the development and negotiations of monoline contracts and a comprehensive financial model. To ensure a successful financial close, Mr. Ybanez satisfied any precedent conditions. This project had additional local currency bonds with 18 years tenure and current debts (Series A and B Bonds) were issued in 2003 with XL Guarantee with a total debt of $171 million.

Autopista del Sol, Santiago de Chile to San Antonio, Chile
Project Cost - $281 million
Mr. Ybanez coordinated the due diligence process, which including developing and negotiating monoline contracts and financial models. Mr. Ybanez assured the satisfaction of any conditions to ensure a successful and expedient financial close. Additional local currency bonds with 12 years tenure, current debt (Series A and B Bonds) were issued in 2003 with FSA Guarantee comprising a total debt of $220 million.

Concesionaria Mexiquense, Mexico
Project Cost - $308 million
In the first phase, Mr. Ybanez acted as the financial advisor. Mr. Ybanez analysed the project's feasibility and risks including commercial and financial issues, risk allocation and corporate and financial structuring. Mr. Ybanez developed the financial model and financial plan. After the bid, Mr. Ybanez



coordinated the due diligence process, including developing and negotiating all bank contracts.

Autopista los Andes, Valparaiso Region, Chile
Project Cost - $423 million
As financial advisor in the first phase, Mr. Ybanez analyzed the Project's feasibility and risks including commercial and financial issues, risk allocation, corporate, financial structuring, and developed a financial model complete with a financial plan. After the bid, Mr. Ybanez coordinated the due diligence process which included developing and negotiating the bank contracts. The syndication of the project was 100% in local currency, and includes a fixed-rate section and a 20-year section associated to risk traffic. This operation is one of the largest project finance jobs completed in Chile earning the award "Latin America Transport Deal of the Year" in 2005.

REFERENCES

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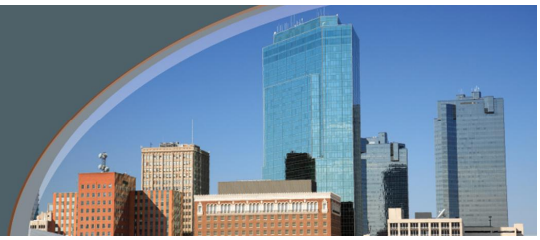
* Conversion rate 1 euro = $1.38 as of October 2, 2008



Joseph Savage, PE

Traffic & Revenue Services Manager

PROFESSIONAL BACKGROUND

Years of Experience

35

Education

- B.S., Engineering Science – Florida State University, 1971

Registrations/Memberships

- TxDOT Pre-certification Sequence No. 13829; Categories: 1.1.1, 1.2.1, 1.3.1, 1.4.1, 1.5.1, 1.6.1, 3.1.1, 3.2.1, 3.3.1, 7.1.1
- Professional Civil Engineer #95408 – Texas
- Professional Civil Engineer – Washington

EXPERTISE

Mr. Savage is a Professional Engineer with 35 years of experience in managing and performing transportation planning and engineering services. He has been responsible for roadway design, transportation engineering, transit, HOV, TDM and multi-modal terminals, ferry systems planning and feasibility studies, travel demand forecasting, land use planning, public transit, bicycle/pedestrian planning and facility design.

Additionally, Mr. Savage authored traffic studies and transportation impact sections of federal and state EIS/EA's for more than 200 public and private proposed actions including programmatic EIS's on city and county land use and transportation plans, and multi-year site development plans, project specific proposals for roads, military facilities, parking facilities, ferry and bus transit terminals and shopping centers.

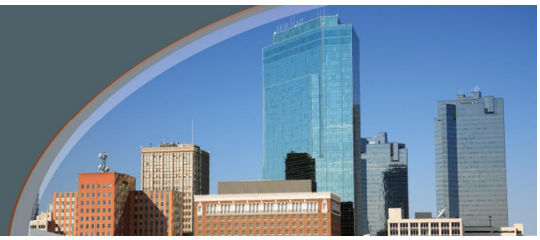
RELEVANT EXPERIENCE

Trans-Texas Corridor, TxDOT, Mexico, Texas and Oklahoma
Oversight of staff who drafted the technical and financial portions of the Comprehensive Development Agreement (CDA) between Texas Transportation Commission and Cintra-Zachery LP for development of the multi-modal TTC-35 High Priority Corridor between Mexico and Oklahoma through Central Texas.

SH 130 Toll Road, TxDOT TTC, Austin, TX
Oversight of staff who drafted Facility Concession Agreement (FCA) between Texas Transportation Commission and Cintra-Zachery LP joint venture to construction sections five and six of SH 130 toll road as initial part of the Trans-Texas IH-35 Corridor project in 2005. Mr. Savage assisted in defining technical service level and operational standards for mandatory facility upgrades (i.e., adding lanes to alleviate congestion).

Pennsylvania Turnpike Concession Bid, PA
Mr. Savage led traffic and revenue forecasting tasks for Transurban and investor Consortium in preparing a bid for a 75-year concession for this 500 mile toll road. Managed T&R consultant and coordinated with lenders' advisor. Prepared independent spreadsheet model incorporating Monte Carlo approach for comparison with consultant's results. Reviewed CapEx/OpEx models for consistency with T&R forecasts. Prepared T&R Assumptions Book and Risk Matrix and advised Consortium on revenue ranges for financial models.

Existing Transurban Toll Road, Pocohuntas Parkway, Richmond, VA
Prepared major update of long range strategic T&R forecasting model for existing asset, including revisions to regional land use projections to reflect sub-prime mortgage crisis. Prepared forecasts for semi-annual presentation to investors and monthly



T&R projections for operations budget, both incorporated near-term impact of economic downturn and a range of recovery scenarios.

Capital Area and East Texas Public Transportation Coordination Plans, TX
Mr. Savage served as Project Manager for developing regional plans to coordinate public and private transit service providers in response to Texas House Bill 3588 which improved funding methods for construction of new roads and highways.

Shaw Road Corridor Study, Pierce County, WA
Mr. Savage served as Task Leader for traffic engineering analysis, traffic forecasts and conceptual design for widening / reconstruction of a principal arterial in Pierce County, WA. Developed alternative cross-sections to address pedestrian, bicycles and school walk route/crossing concerns along the corridor.

28th Avenue S Corridor Study, Seattle, WA
Task Leader for transportation engineering and planning aspects for major new five-lane arterial in planned redevelopment area adjacent to SeaTac airport. Work included traffic circulation concepts for multiple land use scenarios, integration with planned staged-freeway extension, operations analysis and lane configurations for proposed concept and detailed transportation impact analysis for project EIS.

University of Washington Expansion EIS and Transportation Management Program, Tacoma, WA
Mr. Savage served as Project Manager for parking and circulation plan and EIS traffic impact study for campus building program and garage expansion. To reduce off-site traffic impacts, Mr. Savage identified and evaluated alternative TSM measures that involved a range of potential programs and strategies. He assisted the University of Washington in negotiating cost-effective TMP measures for the campus and the resulting trip reductions for the EIS.

Master Plan Development, Klahanie, WA
Project Manager for access and circulation plans and traffic impact analysis for the 3,000 residential-unit community featuring schools, neighborhood commercial centers and other services. Assisted developer in negotiating reduced traffic impact fees in exchange for full funding and private construction of a four-lane arterial serving the greater Klahanie area.

REFERENCES

Mr. Kevin Longenbach, *Project Development*
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Mr. Ed Pensock, Jr., PE, *Director of Corridor Systems*
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Mr. Ed Collins, PE, *Advanced Transportation Planning Director*
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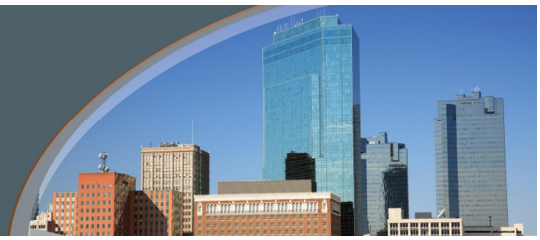


Jason Buntz

Environmental Services Manager

PROFESSIONAL BACKGROUND

Years of Experience

10

Education

- B.A., Geography, University of California, Berkeley, 1997
- Essentials of Project Management Certification, Villanova University, Jul-Aug 2006
- Implementation and Evaluation of Environmental Management Systems, Aug 5-7, 2003
- TxDOT-ENV 102 Stormwater Erosion & Sediment Control, Dec 18, 2002

Registrations/Memberships

- TxDOT Precertification Sequence No. 10327; Categories: 2.12.1, 2.14.1

EXPERTISE

Jason Buntz is an experienced NEPA project manager and possesses a thorough understanding of the environmental process in the development of transportation facilities, from the schematic design phase through final design and construction. As Environmental Compliance Manager for the State Highway 130 Segments 1-4 design-build toll road project, Mr. Buntz participated in and managed the Environmental Protection Program, including development of the Project Mitigation Plan, Construction Monitoring Plan, Environmental Protection Training Program, and the Hazardous Materials Management Plan.

RELEVANT EXPERIENCE

State Highway 130 Segments 1-4 Design-Build Project, Austin, TX

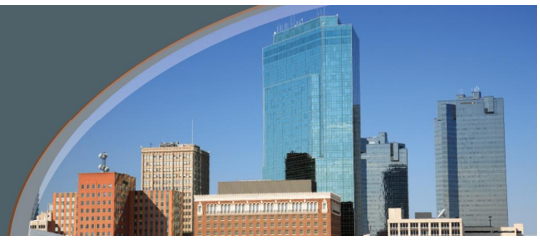
As Environmental Compliance Manager, Mr. Buntz was responsible for monitoring, documenting and reporting environmental compliance for the 49-mile toll-road construction project, including management and coordination of the Environmental Compliance Inspection team and the NEPA, Section 404/401, TPDES, Section 106 and other regulatory compliance, permitting and mitigation programs. Mr. Buntz's team successfully implemented an Environmental Management System, certified by TCEQ at the Gold Level in February, 2007. Mr. Buntz managed the design-build phase with no major construction delays due to environmental regulatory issues.

SH 130 Environmental Impact Statement, Texas Turnpike Authority, Austin, TX

Serving as the NEPA Task Manager, Mr. Buntz assisted in route selection and preparation of an Environmental Impact Statement for this major, new-location toll road reliever route for Interstate 35 around Austin, Texas. The project originally involved three separate segments, A, B and C, that were combined into a single EIS in 1999. The project was supported by the community, but the route selection became somewhat controversial, with some elected officials objecting to the original preferred alignment presented in the Draft EIS and at the Public Hearing. Following the Public Hearing, the preferred alignment was changed and the Final EIS was circulated and approved by the Federal Highway Administration (FHWA) in a Record of Decision in 2001.

University Corridor Environmental Impact Statement, Houston Metropolitan Transit Authority

Mr. Buntz serves as the NEPA Task Manager for this new location, fixed-guideway rail line in the Third



Ward neighborhood in Houston. The environmental documentation involves historic resources reconnaissance, and National Register eligibility and effect determinations relating to properties in the historic Third Ward neighborhood. Effects to archeological resources and vegetation are also included in the documentation as well a Section 4(f) evaluation. Following the Public Hearing, the locally preferred alignment was modified requiring additional field reconnaissance and analysis. A Record of Decision is expected from the Federal Transit Administration in 2008.

US 183 Roadway Improvements, TxDOT Austin District

As NEPA Task Leader, Mr. Buntz prepared the Environmental Assessment and is coordinating public involvement, permitting and environmental commitments for this urban arterial widening in a rapidly developing part of western Williamson County near the Austin metropolitan area. The environmental documentation has been approved for further processing by FHWA and the Public Hearing was held in August 2008. The project is largely a response to urbanization in the area, which has led to traffic volumes exceeding the capacity and structural design of the existing roadway. A Finding of No Significant Impact (FONSI) is recommended.

IH 35 Improvements from FM 1858 to FM 1304, TxDOT Waco District

Serving as NEPA Task Leader, Mr. Buntz is responsible for preparing the Environmental Assessment for the widening of Interstate 35 between Abbott and West (south of Hillsboro). The project proposes to widen the interstate from four lanes to six lanes and upgrade the pavement and other structural portions of the roadway to conform to current highway design standards. The environmental documentation involves community impact analysis, air quality studies, including a qualitative discussion of mobile source air toxics, an assessment of the effects to wildlife habitat and water quality, and a cumulative and indirect effects analysis, among other requirements. A FONSI is recommended in the Draft Environmental Assessment.

SH 36/US 190 from SH 95 to CR 113, TxDOT Waco District

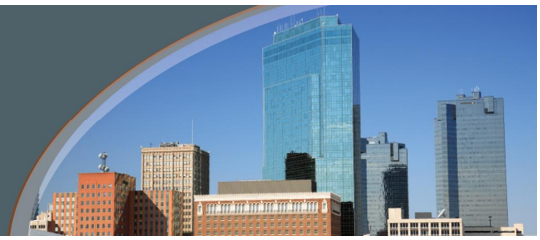
Mr. Buntz served as the NEPA Task Manager for this Environmental Assessment of a rural mobility project in Bell and Milam Counties. The project proposed improvements to SH 36 and US 190 and included possible new-location reliever routes around the communities of Rodgers and Heidenheimer. The environmental documentation included an analysis of land use effects involving changes related to the rerouting of through traffic around the small, rural communities, coordination of farmland impacts with the Natural Resources Conservation Service an assessment of community impacts from residential and business displacements, and public involvement activities. A FONSI was granted in 2003.

50th Street, TxDOT Lubbock District and City of Lubbock, TX

Mr. Buntz served as the NEPA Task Manager and was responsible for the preparation of the Environmental Assessment for this urban arterial roadway widening in Lubbock. Environmental documentation involved environmental justice concerns relating to potential effects to minority residents in a large apartment complex and a Section 4(f) evaluation for a minor taking of public parkland for the right of way expansion. A FONSI was granted in 2004.

Edgebrook Drive Reconstruction, TxDOT Houston District

As NEPA Task Leader, Mr. Buntz prepared the Categorical Exclusion (CE) for this urban arterial roadway widening and improvements to the storm drainage system along Edgebrook Drive between Interstate 45 and Galveston Road in Houston. The



CE for this project was approved in 2003.

Texas Tech Parkway, TxDOT Lubbock District
Mr. Buntz served as NEPA Task Manager for this new location urban arterial roadway on the campus of Texas Tech University in Lubbock. The environmental documentation involved an assessment of environmental justice concerns in certain low-income areas east of the campus and an analysis of the effects to wildlife habitat relating to prairie dogs and Western burrowing owls within the proposed right of way. A FONSI was granted in 2003.

US 175 Athens to Frankston, TxDOT Paris District
As NEPA Task Leader, Mr. Buntz prepared the Environmental Assessment for this rural arterial roadway widening. The project proposed expanding the highway from two lanes to four lanes and adding a wide median to conform to the Texas trunk system standards. The environmental documentation included an evaluation of effects to historic resources, a community impact assessment focusing on land use changes related to new-location reliever routes and residential and business displacements. A FONSI was granted in 2002.

County Road Bridge Replacements, TxDOT Waco District
As NEPA Task Leader, Mr. Buntz prepared separate Categorical Exclusion documents for multiple off-system, county road bridge replacements in the Waco District. The projects included County Road (CR) 114 at Jackson Creek, CR 469 at Cottonwood Creek, CR 581 at Tehuacana Creek, and CR 382 at the Little River. The CEs for these projects were approved in 2001 and 2002.

REFERENCES

Bob Stevens, *Deputy Project Director*
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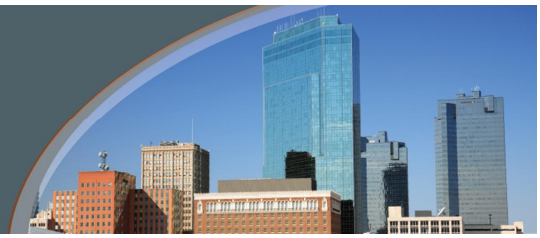


Ronald Seal, PE

Quality Assurance Program Manager

PROFESSIONAL BACKGROUND

Years of Experience

26

Education

- B.S. Civil Engineering – Texas Tech University, 1987
- M.S. Civil Engineering – Texas Tech University, 1987

Registrations/Memberships

- Professional Engineer #64064 – Texas

EXPERTISE

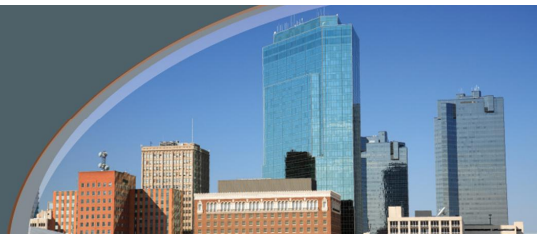
Mr. Seal has twenty-six years experience in both civil and geotechnical engineering. His expertise includes extensive knowledge in engineering principles, practices and methods, construction inspection methods, management principles, practices and procedures, budgetary procedures as well as contract administration policies and procedures.

RELEVANT EXPERIENCE

SH 130 Design Build Toll Project / Austin, Texas.
December 2007 to September 2008. In the role of Quality Assurance Area Manager, Ronald oversaw a staff of approximately 14 engineers, inspectors, materials testing technicians and environmental compliance inspectors on this $1.3 billion, 49-mile toll road. He was responsible for all Raba-Kistner Area Office operations to ensure compliance with project plans, approved shop/working drawings, and specifications. Ronald was responsible for implementation of quality assurance procedures, personnel training, deficiency detection, nonconformance reporting, root cause analysis, verification of corrective actions, identification of opportunities for improvement, and achievement of metrics.

TxDOT, Beaumont District.
Work performed July 2004 to December 2007. While employed with the TxDOT Beaumont District Office in Jasper as an Area Engineer, Ronald was responsible for administration oversight for consultant design work, in-house design work, construction projects and maintenance in Tyler, Jasper and Newton counties. He managed approximately sixty employees and served on the District Safety Review team. Mr. Seal assisted as instructor in conducting classes throughout Texas for the newly developed “Practical Supervision,” geared for new supervisors at TxDOT.

TxDOT, Lufkin District.
January 1997 to July 2004. As the Area Engineer, responsibilities in this rural area included the oversight of design, construction and maintenance of state roadways in San Augustine and Sabine counties. Mr. Seal supervised approximately forty employees and served on the District Safety Review team. In addition to this, as the Special Projects Engineer, Ronald assisted in the state-wide implementation of Geographical Information Systems (GIS) at TxDOT, original founder of the now regional organization ETUG (East Texas Users’ Group) and trained others in GIS software. Mr. Seal also served as interim Bridge Engineer and coordinated the implementation and training of scheduling software (MS Project) for design projects in the Lufkin District.



TxDOT, Lubbock District.
September 1982 to January 1997. Mr. Seal acquired knowledge and expertise in material testing, both in the lab and in the field. He developed inspection skills, reading of plans and working relationships with contractors as Field Engineer for TxDOT on Interstate 27, as well as, several other smaller projects. Mr. Seal progressed to Area Engineer and was held responsible for the oversight of design, construction and maintenance of state roadways in the Lubbock area. He conducted the public hearing for the Marsha Sharp Freeway and participated in the Value Engineering of this project. In addition to this, he supervised approximately forty-five employees and participated in TxDOT's "Master's Program" and obtained a M.S. in civil engineering.

REFERENCES

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Tom Hunter, PE, *Director of Construction*
TxDOT, LFK District
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Texas Department of Transportation
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October 29, 2008

Mr. Roberto Hombrados
OHL Infrastructure, Inc.
5914 West Courtyard Drive, Ste. 160B
Austin, Texas 78730

RE: North Tarrant Express (NTE) Project - Request for Changes in Proposers Organization and Designation of Key Personnel

Dear Mr. Hombrados:

The Texas Department of Transportation (TxDOT) is in receipt of information submitted by OHL Infrastructure, Inc. (OHL) relating to its Request for Changes in Proposer's Organization to add the following team members: Raba Kistner, SDI, MICA, HVJ Associates, Arcadis, Caracon, Marsh, Mercer, and Ernst and Young, LLP and the Joint Venture Design Build Team.

TxDOT has completed its review of these requested changes and the information submitted by OHL, and hereby approves all the firms listed above.

In addition, approval is given to the Archer Western-Texas Sterling JV Design Build Team.

Please note that the following team members received approval from TxDOT in previous communication as follows: Orrick (9/22/08) and Raytheon (7/16/08).

TxDOT has also completed its review of OHL's Designation of Key Personnel and approves the key personnel as listed in Attachment A.

TxDOT appreciates your continued interest in the North Tarrant Express Project.

Sincerely,

Mohammad Al Hweil, P.E.
NTE Project Manager
Texas Department of Transportation

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Texas Department of Transportation

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April 3, 2008

OHL Infrastructure, Inc.
Mr. Roberto Hombrados
701 Brazos St., Suite 320
Austin, Texas 78701

RE: North Tarrant Express (NTE) Request for Changes in Proposers Organziation

Dear Mr. Hombrados:

The Texas Department of Transportation (TxDOT) is in receipt of information via email submitted by OHL Infrastructure, Inc. (OHL) dated February 18, 2008, relating to its Request for Changes in Proposer's Organization to add Depfa Bank. TxDOT has completed its review of these requested changes and the information submitted by OHL, and hereby approves the proposed organizational changes.

Sincerely,

Mohd A. Al Hweil P.E.

Mohammad Al Hweil, P.E.
NTE Procurement Manager
Texas Turnpike Authority Division

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June 12, 2008

Mr. Roberto Hombrados
OHL Infrastructure, Inc.
701 Brazos St., Suite 320
Austin, Texas 78701

RE: North Tarrant Express (NTE) Request for Changes in Proposers Organization

Dear Mr. Hombrados:

The Texas Department of Transportation (TxDOT) is in receipt of information via email submitted by OHL Infrastrucrture, Inc. (OHL) relating to its Request for Changes in Proposer's Organization to add Public Information Associates (PIA), Texas Sterling Construction Co. (TSC), Telvent, and VMS, Inc.

TxDOT has completed its review of these requested changes and the information submitted by OHL, and hereby approves the proposed organizational changes with the following exception: Public Information Associates (PIA) is still under review and the approval/disapproval will be forthcoming.

TxDOT appreciates your continued interest in the North Tarrant Express Project.

Sincerely,

Moh'd A. Al Hweil P.E.

Mohammad Al Hweil, P.E.
NTE Project Manager
Texas Department of Transportation

Texas Department of Transportation
DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

July 16, 2008

Mr. Roberto Hombrados
OHL Infrastructure, Inc.
701 Brazos St., Suite 320
Austin, Texas 78701

RE: North Tarrant Express (NTE) Request for Changes in Proposers Organization

Dear Mr. Hombrados:

The Texas Department of Transportation (TxDOT) is in receipt of information submitted by OHL Infrastructure, Inc. (OHL) relating to its Request for Changes in Proposer's Organization to add Ratheon, Public Information Associates (PIA), TBE Group, Inc. (TBE), and Halff Associates.

TxDOT has completed its review of these requested changes and the information submitted by OHL, and hereby approves Ratheon, PIA and TBE.

Halff Associates is not approved at this time as they have prepared 4(f) documentation included within the Draft Environmental Assessment for SH 121/SH 183. However, after this environmental document covering Segment 2 is approved by the Federal Highway Administration (FHWA) for further processing, TxDOT will reconsider their addition at such time, if requested.

TxDOT appreciates your continued interest in the North Tarrant Express Project.

Sincerely,

Moh'd A. Al Hweil, P.E.

Mohammad Al Hweil, P.E.
NTE Project Manager
Texas Department of Transportation

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September 22, 2008

Mr. Roberto Hombrados
OHL Infrastructure, Inc.
5914 West Courtyard Drive, Ste. 160B
Austin, Texas 78730

RE: North Tarrant Express Project – Requests for Changes in Organization

Dear Mr. Hombrados:

The Texas Department of Transportation (TxDOT) has reviewed and hereby approves OHL's request to add Orrick, Herrington & Sutcliffe LLP (Orrick) as legal adviser to the OHL team. TxDOT is reviewing the materials submitted by OHL concerning its requests to add the other potential team members set forth below, and will provide a response to the requests as soon as possible. In the meantime, with the exception of Marsh USA, TxDOT has no objection to OHL including any of the other potential team members in the one-on-one meetings scheduled for this week. With respect to Marsh USA, until the potential conflicts identified in TxDOT's letter dated September 17, 2008 are resolved, Marsh may not join the OHL team and may not participate in any one on one meetings.

9/09 - Request to add Raba Kistner
9/09 - Request to add Texas Sterling/Archer Western (DB team)
9/12 - Request to add SDI
9/12 - Request to add MICA
9/12 - Request to add HVJ Associates
9/12 - Request to add Arcadis
9/12 - Request to add Caracon
9/12 - Request to add Marsh
9/13 - Request to add Orrick
9/16 - Request to add Raytheon
9/19 - Request to add Mercer as the financial Model Auditor
9/22 - Request to add Ernst & Young LLP

TxDOT appreciates your continued interest in the North Tarrant Express Project.

Sincerely,

Moh'd A. Al Hweil P.E.

Mohammad Al Hweil, P.E.
NTE Project Manager
Texas Department of Transportation

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

NON-COLLUSION AFFIDAVIT—Form F

STATE OF Texas _____)
)ss:
COUNTY OF Travis_____)

Each of the undersigned, being first duly sworn, deposes and says that:

A. Roberto Hombrados is the Authorized Representative of OHL Infrastructure, Inc which is the entity making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against TxDOT or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

_____	_____
(Signature)	(Signature)
Roberto Hombrados	_____
(Name Printed)	(Name Printed)
Authorized Representative	_____
(Title)	(Title)

Subscribed and sworn to before me this 30 day of Oct, 2008.

DEANNA MORAGA
Notary Public, State of Texas
My Commission Expires
September 07, 2011

Deanna Moraga
Notary Public in and for
said County and State

[Seal]

My commission expires: Sept. 07, 2011.

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the entity(ies) making the Proposal.]

BUY AMERICA CERTIFICATION—Form G

(To be signed by authorized signatory(ies) of Design-Builder)

The undersigned certifies that only domestic steel and iron will be used in the Concession Facility.

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the contract price under the Design-Build Contract for the Concession Facility.

Date: October 30, 2008

Signature

US Director, OHL Concesiones
Title

BUY AMERICA CERTIFICATION—Form G

(To be signed by authorized signatory(ies) of Design-Builder)

The undersigned certifies that only domestic steel and iron will be used in the Concession Facility.

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the contract price under the Design-Build Contract for the Concession Facility.

Date: November 5, 2008

Signature

Authorized Representative
Title

Archer Western – Texas Sterling Joint Venture
Company

DBE CERTIFICATION—Form H-1

Control _____ TxDOT

Project North Tarrant Express

Highway _____ IH-820

County _____ Tarrant

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for participation by Disadvantaged Business Enterprises is established for professional services and construction work under the Concession CDA for the Concession Facility:

DBE

12.12%

DBE Certification

By signing below, the Proposer certifies that (1) the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that Developer will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the Concession CDA, Developer will submit a DBE Performance Plan meeting the requirements set forth in the DBE Special Provisions attached as Exhibit 13 to the Concession CDA.

Failure to submit the DBE Performance Plan will be considered a breach of the requirements of the RFP. As a result, the Proposal Security provided by the Proposer will become property of the Department and the Proposer will be precluded from participating in any reprocurement of the Concession CDA for the project.

ROBERTO HOMBRADOS

_____
[name]

Vice President, OHL Infrastrucuture, Inc
[title]

DBE CERTIFICATION—Form H-2

Control _____ TxDOT

Project North Tarrant Express

Highway _____ IH-820

County _____ Tarrant

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for participation by Disadvantaged Business Enterprises is established for Initial Scope of Work and Update Work under the CDA for Segments 2-4:

DBE

12.12%

DBE Certification

By signing below, the Proposer certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that Developer will provide a good faith effort to substantiate the attempt to meet the goal.

ROBERTO HOMBRADOS

[Name]

Vice President, OHL Infrastrucuture, Inc

[title]

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: OHL Infrastructure, Inc.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

N/A

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601-617 and 651-669).

Date: October 30, 2008

Company Name: OHL Infrastructure, Inc.

Signature

Vice President
Title

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: OHL Infrastructure, Inc.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

N/A

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601-617 and 651-669).

Date: October 30, 2008

Company Name: OHL Concesiones

Signature

US Director
Title

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: OHL Infrastructure Inc.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

N/A

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601-617 and 651-669).

Date: November 4, 2008

Company Name: Telvent Farradyne Inc.

Signature

Vice President, Central

Title

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the Proposer and each Major Participant.]

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: **OHL Infrastructure, Inc.**

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

No TranSystems shareholder has an ownership interest over 11%

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601-617 and 651-669).

Date: November 4, 2008

Company Name: TranSystems Corporation Consultants

Signature

Managing Principal

[*Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the Proposer and each Major Participant.*]

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: **OHL Infrastructure, Inc. (Delaware)**

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

Archer Western Contractors, Ltd is a wholly owned subsideiary of The Walsh Group LTd. The stakeholders of The Walsh Group Ltd are:

Matthew Walsh (50%) SSN 329-38-2446

Daniel Walsh (50%) SSN 350-38-0480

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601-617 and 651-669).

Date: November 5, 2008

Company Name: Archer Western Contractors, Ltd

Signature

Matthew Walsh - President
Printed Name Title

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: OHL Infrastructure Inc.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

N/A

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601-617 and 651-669).

Date: November 5, 2008

Company Name: VMS Inc.

Signature

Executive Vice President
Title

[*Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the Proposer and each Major Participant.*]

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—Form I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: OHL Infrastructure, Inc.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

Not applicable

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601-617 and 651-669).

Date: Nov 5, 2008

Company Name: Raytheon Company

Cheryl Indle
Signature

Contracts Manager
Title

[*Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the Proposer and each Major Participant.*]

CHILD SUPPORT STATEMENT FOR STATE GRANTS, LOANS AND CONTRACTS—FORM I

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: OHL INFRASTRUCTURE INC.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

HYPO REAL ESTATE HOLDING AG 100 %
(INCORPORATED IN GERMANY WKN 802770 (HRX)
AND TRADED ON FRANFURT STOCK EXCHANGE)

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601-617 and 651-669).

Date: NOV. 14, 2008

Company Name: DEPFA BANK plc

Signature

MD DIRECTOR
Title

[*Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of the Proposer and each Major Participant.*]

CONFLICT OF INTEREST DISCLOSURE STATEMENT—Form J

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

> Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with TxDOT's conflicts of interest Rules (43 Texas Administrative Code § 27.8), certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with TxDOT in connection with the Project procurement and document preparation and the CDA program.

1. Disclosure Pursuant to Section 636.116(2)(v) and Rule 27.8

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Developer, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer shall disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer shall also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

Please see Attachment A.

_____

_____

_____

_____

_____

_____

_____

_____

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

OHLI does not view the contractual and employment relationships described in Attachment A to this Form J as organizational conflicts of interests for the purposes of 23 CFR Part 363. No member of OHLI NTE development team has an unfair competitive advantage by reason of any contractual and employment relationships described in Attachment A to this Form J.

OHLI shall exercise, and shall cause each member of OHLI's NTE development team to exercise, reasonable care and diligence to prevent any interference between the contractual relationships described in Attachment A to this Form J and such entity's performance of its respective obligations under the RFP documents and/or CDA Documents, if applicable.

Such reasonable care may include (but is not limited to) (a) dissemination of information on the limited need-to-know basis; (b) maintaining confidentiality of all information pertaining to NTE development; and (d) maintaining separation within the entity between employees providing services to or involved in on-going interactions with, OHLI, TxDOT and/or NTTA under the CDA Documents, on one hand, and employees involved in the contractual relationships with TxDOT/NTTA described in Attachment A to this Form J.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

_____
Signature

Alice Klemashevich
Name

Vice President
Title

Telvent Farradyne Inc.
Company Name

September 17, 2008
Date

CERTIFICATION REGARDING NTTA COMMUNICATIONS – FORM R

(NORTH TARRANT EXPRESS)

Pursuant to ITP Exhibit B, Section 3.2.12, the Proposer hereby certifies, represents and warrants to TxDOT that from December 10, 2007 through the Proposal Due Date, it has not had any communications with the NTTA regarding the North Tarrant Express, including the procurement and services potentially to be provided by NTTA, except as expressly authorized by and in accordance with the procedures set forth in Section 2.2.3 of the ITP.

The statements, representations, warranties and certification set forth herein shall survive the submittal of the Proposal on the Project, any cancellation of this procurement, any conditional award, and, if the Proposer is not selected, the execution of any comprehensive development agreement with the selected Proposer in connection therewith.

Executed as of ____November 28_, 2008

OHL Infrastructure [Proposer]

By: _____

Title: Authorized Representative, OHL Infrastructure, Inc.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of OHL Infrastructure, Inc., that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☒ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☒ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: Vice President

Date: October 30, 2008

If not Proposer, relationship to Proposer: Proposer

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of OHL Concesiones, S.L., that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☒ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☒ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: US Director

Date: October 30, 2008

If not Proposer, relationship to Proposer: Equity Participant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of Telvent Farradyne Inc., that:
(Name of entity making certification)

[check one of the following boxes]

☒ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☒ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: Vice President, Central

Date: November 4, 2008

If not Proposer, relationship to Proposer: Subconsultant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of Public Information Associates, that:

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

x It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

x It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: Judy A. Meyer

Title: Owner

Date: November 4, 2008

If not Proposer, relationship to Proposer: Subcontractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal

Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of TranSystems Corporation Consultants, that:
(Name of entity making certification)

[check one of the following boxes]

☒ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☒ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: Managing Principal

Date: November 4, 2008

If not Proposer, relationship to Proposer: Major Participant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

The undersigned certifies on behalf of Archer Western Contractors, Ltd that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

X It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

X It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: Business Group Manager

Date: November 4, 2008

If not Proposer, relationship to Proposer: Design Build Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of VMS Inc., that:
(Name of entity making certification)

[check one of the following boxes]

[X] It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

[ ] It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

[ ] It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

[X] It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: Executive Vice President

Date: November 4, 2008

If not Proposer, relationship to Proposer: operations and maintenance subcontractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of Marsh USA Inc., that:
(Name of entity making certification)

[check one of the following boxes]

☑ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☑ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: Kai CA
Title: EEO Analyst
Date: November 5, 2008
If not Proposer, relationship to Proposer: Team Member

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of _____Hicks & Company_____, that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☒ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☒ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____Sr. Principal_____

Date: _____ November 5, 2008_____

If not Proposer, relationship to Proposer: _____Proposer Team Member_____

<u>Note</u>: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of Kleinfelder Central, Inc., that:
(Name of entity making certification)

[check one of the following boxes]

☒ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☒ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____
Title: Vice President
Date: 11/6/08
If not Proposer, relationship to Proposer: Subconsultant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of Raba-Kistner Infrastructure, Inc., that:
(Name of entity making certification)

[check one of the following boxes]

☒ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☒ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: John A Robertson

Title: Vice President

Date: November 5, 2008

If not Proposer, relationship to Proposer: Subconsultant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of Civil Structures, Inc., that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☒ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☒ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: S. Nawed Aftab
Title: President
Date: 11/8/08

If not Proposer, relationship to Proposer: Subcontractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of CARCON Industries & Construction, that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☒ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☒ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: Doug Gordon

Title: Vice President

Date: November 06, 2008

If not Proposer, relationship to Proposer: Team Member

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of ___Raytheon Company_____, that:
(Name of entity making certification)

[check one of the following boxes]

☒ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☒ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: Cheryl Indle

Title: Contracts Manager

Date: Nov. 5, 2008

If not Proposer, relationship to Proposer: sub consultant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of TBE Group, Inc., that:
(Name of entity making certification)

[check one of the following boxes]

☒ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☒ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: [illegible]
Title: Director
Date: 11/11/08
If not Proposer, relationship to Proposer: Subcontractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of ARCADIS, that:
(Name of entity making certification)

[check one of the following boxes]

X It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

X It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: Vice President

Date: 11\11\2008

If not Proposer, relationship to Proposer: Sub-contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of Software Decisions, Inc., that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☑ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☑ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: [signature]
Title: President
Date: 11/10/08
If not Proposer, relationship to Proposer: Team Member

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of Mica Corporation, that:
(Name of entity making certification)

[check one of the following boxes]

X It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

X It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: L C Tulli Jr.
Title: President
Date: November 10, 2008

If not Proposer, relationship to Proposer: Sub Consultant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of Gideon Toal, Inc., that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☒ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☒ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: Principal and Co-Chairman

Date: November 12, 2008

If not Proposer, relationship to Proposer: Consultant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of __Wilson Assoc. VE, Inc.__, that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☒ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☒ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: Earl C Wilson
Title: Exec VP
Date: 12 November 2008

If not Proposer, relationship to Proposer: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a

report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of HVJ Associates, Inc. that:
(Name of entity making certification)

[check one of the following boxes]

☒ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☒ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: President

Date: November 13, 2008

If not Proposer, relationship to Proposer: Team Member

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – FORM S

[To be executed by the Proposer, proposed Equity Members, Major Non-Equity Members and Subcontractors]

The undersigned certifies on behalf of DEPFA BANK plc, that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☑ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☑ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: [signature]

Title: MD DIRECTOR

Date: NOVEMBER 14, 2008

If not Proposer, relationship to Proposer: FINANCIAL ADVISOR

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Major Participants who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

C. CONCESSION FACILITY DEVELOPMENT PLAN

GENERAL CONCESSION FACILITY MANAGEMENT

1.1.1 MANAGEMENT STRUCTURE, PERSONNEL AND INTERNAL ORGANIZATIONAL SYSTEMS

The OHL Group has emerged as one of the largest toll-road concessionaires managing over **2,500 miles** globally and is recognized as the one of the world's leading companies in the international infrastructure market. With more than **90 years** of experience and **28 concessions** in **18 countries** currently under management, OHL has gleaned the experience and knowledge required to deftly manage every aspect of the North Tarrant Express (NTE) concession.

With decades of experience and 28 concessions currently under management

OHL's dedication to all aspects of the project, from financing to maintenance, is apparent in the Project Management Plan. This plan will demonstrate OHL's creativity and innovation which lends unique and simple solutions to complex issues while their vast experience and resources ensures that any needs are promptly addressed.

Teamwork will be an essential element of the ultimate success of the NTE Concession CDA. The organization chart located in Appendix, page D-45 represents the hierarchy and structure of our organization. The key personnel listed in **Table 2** are responsible for the specific key functions associated with their respective position. Along with these specific key functions, the key individuals will be responsible for the management of the personnel who report to them. Through this organizational structure, we will emphasize teamwork and communication throughout our organization.

OHL has gleaned the experience and knowledge required to deftly manage every aspect of the North Tarrant Express concession

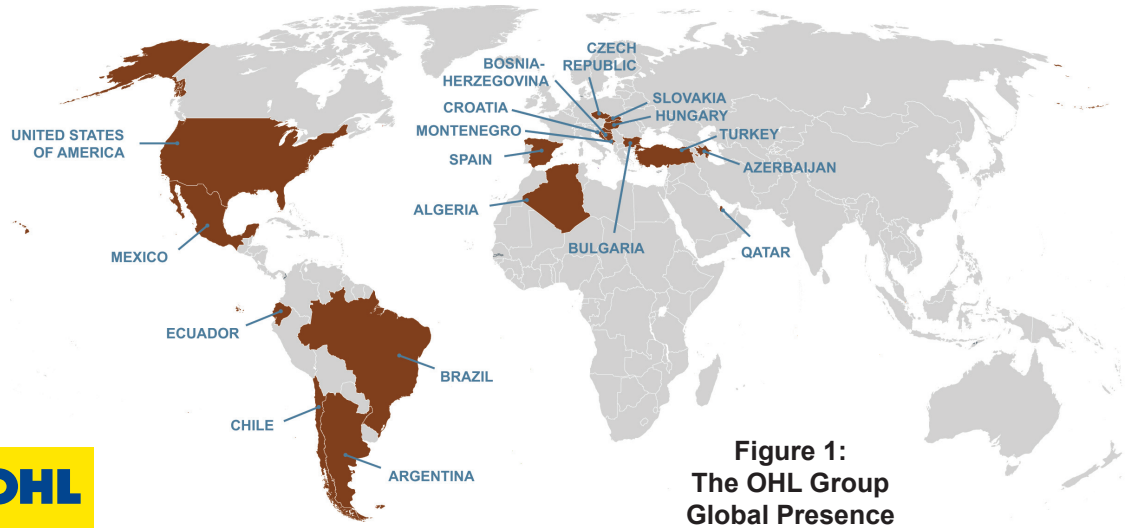


Figure 1: The OHL Group Global Presence

1.1.1.1 MANAGEMENT STRUCTURE AND PERSONNEL

a. Organization Chart and OHL Team Roles, Responsibilities, and Interrelation

OHL has assembled a strong team for this project. Throughout the duration of the project, our management teams will integrate the design, build, operations, maintenance and quality programs to streamline the overall efforts of everyone involved. Teamwork, partnership, effective communication, and project value engineering will be the common theme for the OHL Team. We believe that by keeping everyone on the same track with one common goal in mind, we will deliver the project within the parameters expected by TxDOT.

Teamwork, partnership, effective communication, and project value engineering will be the common theme for the OHL Team

Please refer to Appendix, page D-45 for our detailed organization chart.

Proposer

OHL Infrastructure, Inc., subsidiary of OHL Concesiones, is one of the world's leading investors in the international infrastructure market, ranking among the top private developers of transportation infrastructure. OHL's parent company is the 7th largest construction, concession, environment, development and industrial groups in Spain and the world. It has more than 90 years of experience, not only within the national environment but also internationally, and it has a distinguished presence in 18 countries distributed amongst four continents. The OHL Group consists of six divisions: national construction, international construction, concession infrastructures, environmental, development and industrial. OHL Concesiones was founded as a subsidiary of the OHL Group with the corporate purpose of developing toll road infrastructure around the world.

Design build Team (DB Team)
Archer Western – Texas Sterling Joint Venture (AWTS-JV)

The Developer has added the joint venture (80% for AW, 20 % for TS) of two highly experienced construction companies, each with a long history of working on large projects in the Dallas/Fort Worth area and Texas.

Archer Western Contractors, Ltd. (AW) is a national industry leader in heavy civil and rail transit construction, with over $1.1 billion currently under contract across the nation. AW is a subsidiary of The Walsh Group, a Chicago-based, 107-year old construction firm that ranks 20th on ENR's Top Contractors list with 12 regional offices across the country and over $4.6 billion currently under contract. The AW Texas office, located in the Dallas-Fort Worth area, specializes in bridge/highway expansions, transit systems, utility distributions and other major transportation/infrastructure projects. This local organization is comprised of over 800 employees and over 150 professional project managers experienced in these areas of work. AW has completed projects for multiple local transportation authorities, including TxDOT, NTTA, DART, the City of Dallas, and Trinity Rail Express.

Texas Sterling Construction (TS) is a heavy civil construction company that specializes in the building and reconstruction of transportation and water infrastructure in large and growing markets in Texas. Their transportation infrastructure projects include highways, roads, bridges and light rail. TS provides general contracting services primarily to public sector clients utilizing their own employees and equipment for activities including excavating, concrete and asphalt paving, pipe installation and concrete placement.

Design and Engineering

Leading the design team is **TranSystems Corporation Consultants** who are focused exclusively on the vital transportation component of the economy. They have identified and gathered an array of talent in transportation planning and design under one roof with a passion to bring solutions directly to each client with an emphasis on creativity, flexibility and efficiency. TranSystems will be in charge of all the engineering design and it has also been working on the traffic studies. TranSystems has become a leader in the transit industry since its inception in 1966. TranSystems has steadily grown to become the 13th largest transportation engineering company with 48 offices and 1,500 employees in the US. TranSystems has a strong presence in Texas with offices in Fort Worth, Dallas, and Houston.

TranSystems has steadily grown to become the 13th largest transportation engineering company with 48 offices and 1,500 employees in the US

Operations and Maintenance Team

VMS was founded in 1995 to develop the concept of performance-based contracting for infrastructure in the United States — a business approach to operating and preserving infrastructure as an investment to be managed to meet a predetermined rate of return. In late 2007, VMS joined the Transfield Services family of businesses, marking a new era in the VMS story as they pursue expanding growth opportunities in the North American transportation infrastructure sector. Transfield Services is a leading provider of operations, maintenance, asset management and project management services with more than 29,000 employees across Australia, New Zealand, the United States, the United Arab Emirates, Qatar, South East Asia, India and Canada.

VMS currently has a five-year contract with TxDOT to perform maintenance activities on 946 lane miles of IH-35 through Waco and manages and maintains SH-130, on the outskirts of Austin

VMS currently has a five-year contract with TxDOT to perform maintenance activities on 946 lane miles of IH-35 through Waco and manages and maintains SH-130, on the outskirts of Austin.

Financial Advisor

Through its Infrastructure Finance business division, **DEPFA** has become one of the leading banks in the provision of finance and advisory services for infrastructure development throughout the world. DEPFA is present in all the major world markets with experienced, locally-based teams who originate and transact advisory and lending business for private sector clients bidding for infrastructure and public-private partnership (PPP) concessions. DEPFA is skilled in the acquisition of essential infrastructure assets being privatized, in whole or in part by public sector owners in an effort to monetize the present values of future revenue streams and thereby generate an important alternative source of public funding. DEPFA has participated as financial advisor in the most important PPP concessions: I-495 Capital Beltway HOT Lanes (Virginia) – $1.91 billion.

Tolling and ITS Systems

Raytheon (HTMS) is a world leader provider of free-flow electronic toll collection (ETC) lanes. The company remains a pioneer in ETC and can point to a number of successful large-scale efforts for clients in both the public and private sectors. Raytheon has designed, manufactured, installed, integrated and supported highly successful toll road operations for customers around the world, from the United States and Canada to Chile, Israel and Brazil.

Telvent delivers IT solutions through high value-added products, services and integrated solutions in the transportation, energy, environment and public

administration industry segments. Telvent enables the efficient and secure real-time management of operational and business processes for industry-leading companies worldwide. Telvent provides system solutions for electronic toll and pricing, freeway management, traffic enforcement, traffic signal, transit fare payment, traveler information, and SCADA tunnel control system applications. Telvent is well known in Texas for its contracts with Central Texas Regional Mobility Authority (CTRMA) in Austin and Harris County Toll Road Authority (HCTRA) in Houston.

Quality Program Manager

Raba-Kistner Consultants (RK) has provided innovative engineering and quality assurance solutions to the public and private sector on roadways, toll roads, rails, port and bridge projects throughout Texas. RK is uniquely specialized in the delivery services for three of TxDOT's foundational programs in alternative delivery of projects, design build, concessions, and pass-thru finance. RK is the first and only firm to provide services as the independent party for the construction quality assurance (CQA) for TxDOT's successful 49-mile SH-130 toll road. RK was then awarded the first independent engineer assignment in the state for the SH130 Segments 5 and 6 concession project. Most recently, RK is performing the independent CQA role on the Spur 601 pass-through finance project in El Paso.

RK is uniquely specialized in the delivery services for three of TxDOT's foundational programs in alternative delivery of projects, design build, concessions, and pass-thru finance.

TABLE 1: ADDITIONAL OHL Team MEMBERS	
FIRM NAME	**ROLE**
TBE Group	Utilities Coordination and Engineering
Hicks & Company	Environmental Compliance
Public Information Associates	Public Involvement
Gideon Toal	Aesthetics/Public Involvement Assistance
CarCon Industries	DBE Program Management
Civil Structures	General Civil and Structure Design
Wilson Associates	Value Engineering
Ernst & Young	Advisory Services
Mercer	Financial Model Auditor
Marsh	Private Equity and M&A Services
Orrick	Legal Advisors
HVJ	Civil and Geological Services
Arcadis	Civil Engineering Services
SDi	ITS Communication
Mica	Construction Services
Kleinfelder	Geotechnical Engineering

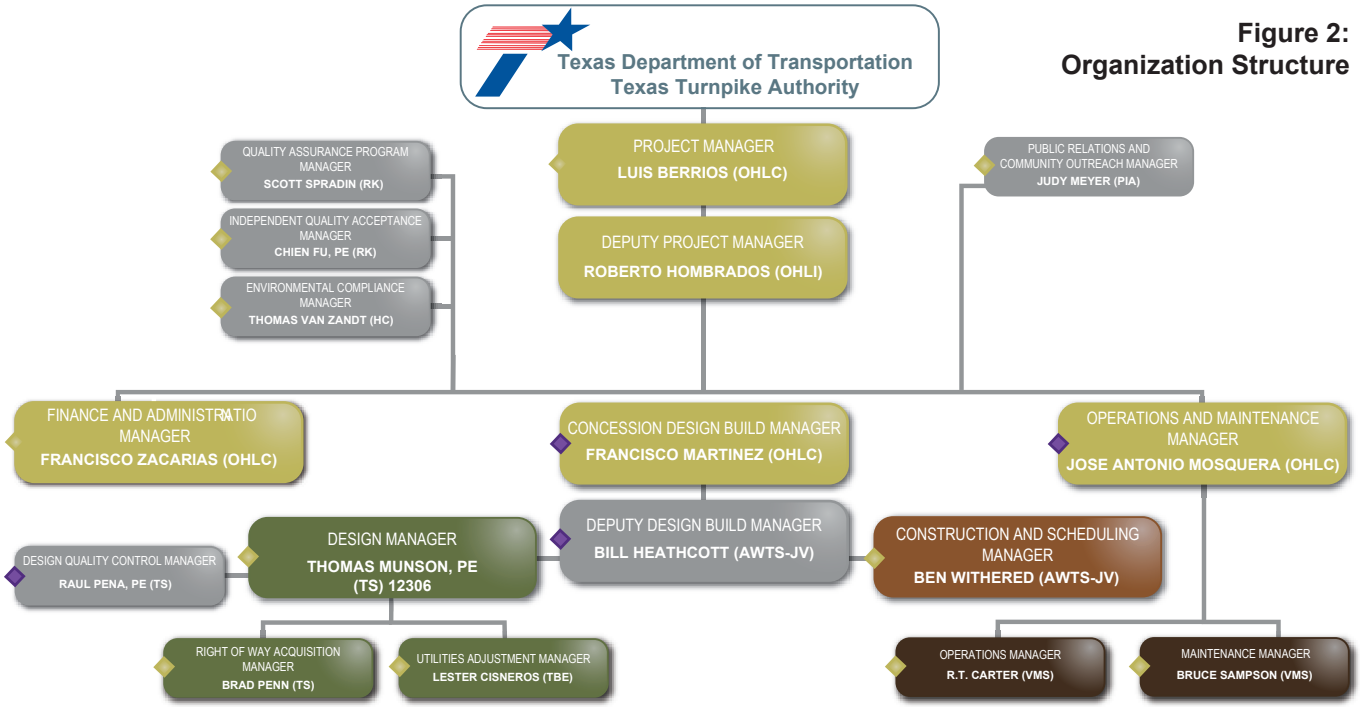
b. Key Personnel Function and Responsibilities

Roles and responsibilities for each of the key personnel are identified on Form E. Resumes for all the key personnel are located in the Appendix, page D-1. All personnel are 100% committed to working on the NTE project.

TABLE 2: KEY PERSONNEL

TITLE	NAME	ROLES AND RESPONSIBILITIES	DEDICATION
Project Manager	Luis Berrios	• Management and oversight of Concession Facility • Single Point of Contact between Developer and TxDOT • Ensuring project's strategy aligns with stakeholders and CDA obligations • Directing the activities of Finance, Design build, Operations and Maintenance and Public Information • Overseeing development of Master Schedule and Budget • Ensuring deliverables and milestones are achieved	100%
Deputy Project Manager	Roberto Hombrados	• Reporting to the overall status in design, construction, operations & management and finance to the Project Manager • Overseeing relationships between team members	100%
Finance & Administration Manager	Francisco Zacarias	• Controlling Concession Facility's finances • Overseeing Facility's tax and economic advisors	100%
Construction and Scheduling Manager	Ben Withered	• Overseeing the construction facility and coordinating subcontractor's involvement • Managing budget and schedule during construction	100%
Design Manager	Thomas Munson	• Responsible for Overall design, including subcontractors works, as Licensed Professional Engineer in Texas • Ensuring adherence both the CDA provisions and engineering practices in the State of Texas	100%
Operations Manager	Richard Carter	• Responsible for establishing and implementing processes for roadway, tolling, traffic management operations, incident response and reporting, patrols and policing.	100%
Maintenance Manager	Bruce Sampson	• Managing the facility infrastructure assets to preserve functionality, optimize traffic flow. • Planning, scheduling, conducting and reporting maintenance activities and overseeing maintenance crews	100 %
ROW Acquisition Manager	Brad Penn	• Responsible for all appraisal, negotiation, acquisition, condemnation and relocation activities for the project	100%
Utilities Adjustment Manager	Lester Cisneros	• Providing oversight and direction to the Utilities Coordination, Relocation and Design Teams. • Communication conduit between Utility Adjustment Team and overall project management team.	100%
Quality Assurance Program Manager	Scott Spradlin	• Developing the Quality Management Plan and establishing the guidelines for each group's quality control processes (design, construction and O&M)	100%
Environmental Compliance Manager	Thomson Van Zandt	• Responsible for all elements of Environmental Protection Program, including compliance and inspection staff. • Implementing Mitigation Plan, Construction Monitoring Plan and Environmental Training Plan.	100%
Independent Quality Acceptance Manager	Chien Fu	• Reviewing of construction status and compliance with the CDA • Reviewing and witnessing performance tests • Auditing overall performance	100%
Public Relations and Community Outreach Manager	Judy Meyer	• Preparing the Public Information and Communications Plan (PICP) • Managing public involvement staff and external communications to the stakeholders	100%

Figure 2: Organization Structure



c. Qualifications and Experience of Task Managers

Table 2 illustrates the level of commitment the Developer is providing to this project. Proposed Major Task Leaders are all senior, highly qualified professionals, with at least 15 years of previous experience in their field. In addition to the qualifications listed here, resumes for these Major Task Managers are located in the Appendix, page D-30.

TABLE 3: PROPOSED TASK MANAGERS

TITLE	REQUIRED QUALIFICATIONS	NAME	EDUCATION	EXPERIENCE
Concession Design Build Manager	Experience as site engineer and as construction manager in roads, highways at least 5 miles long or 3 lanes per track, concessionaire manager	**Francisco Martinez**	MS Civil Engineering MS Economics and Company Management MS Occupational Risk Prevention	30 years
Operation and Maintenance Manager	Experience as manager in O&M in a transportation agency or private developer	**Jose Antonio Mosquera**	MS Civil Engineering, University of Buenos Aires, Argentina	34 years
Deputy Design Build Manager	Experience as site managers, in highways, roadways	**Bill Heathcott**	BS in Building Construction, Texas A&M University	21 years
Design Quality Control Manager	Experience as quality & control engineer in roadways works	**Raul Pena III, PE**	BS Civil Engineering, Texas A&M University	27 years
Safety Director, O&M	Experience in labour risk as manager in roadways works	**John Meola**	BA Education and English, Rhode Island College	32 years
Deputy Design Manager	Experience as design engineer in relevant roadways projects	**Joseph Masterson, PE**	BS Civil Engineering, Michigan Technological University	28 years
Safety Program Manager, Construction	Experience in safety programs	**James Young**	AAS Occupational Safety and Health, Texas State Technical College	33 years
Construction Phase O&M	Experience in planning and construction in civil works (roadways)	**Bruce Sampson**	General Courses at San Antonio College	17 Years

TABLE 4: CURRENT AND PROJECTED WORKLOAD				
Company	**Projects**	**Percent Complete**	**Anticipated Completion Date**	**Estimated Availability at NTP**
OHL Infrastructure, Inc.	While OHL is managing concurrent projects worldwide – similar in size and scope to NTE- our Texas-based team has no competing project obligations			We are available and poised to immediately commence work upon notice to proceed.
TranSystems	US 75, Dallas, Texas Trinity Parkway, Dallas Texas SH 121 Utility Relocations, Fort Worth, Texas Hemphill-Lamar Connection, Fort Worth, Texas TransTexas Corridor, Texas US 281, Mineral Wells, Texas	50% 0% 90% 30% 50% 80%	June 2009 May 2009 January 2009 October 2009 November 2009 March 2009	70%
Archer Western	DART CMGC1, Dallas, Texas. DART CMGC3, Dallas, Farmers Branch, Carrollton Texas. DART NWROF, Dallas, Texas.	45% 45% 80%	December 2010 December 2010 October 2009	75%
Texas Sterling	SPUR 354, TxDOT SH161/IH30, TxDOT Mountain Creek Parkway, TxDOT SH199, TxDOT SH198, TxDOT US75, TxDOT SH121, TxDOT BUS 287, TxDOT	98% 95% 52% 62% 44% 0% 35% 0%	November 2008 December 2008 January 2010 August 2010 January 2010 November 2010 November 2009 January 2010	75%
VMS	IH-35 -- maintenance activities on 946 lane miles of IH-35 through Waco Texas 130 -- maintenance activities extending from IH-35 north of Georgetown south to US 183 southeast of Austin.	85% 7%	October 2009 August 2023	100 %
Raytheon	SH 45SE (Austin) – Installation of Open Road Electronic Tolling System (4 ramps & 2 mainline). SH45SE Toll Maintenance Services SH 255 (Laredo) – Installation of Open Road Electronic Tolling System (2 mainline). SH255 Toll Maintenance Services Loop 49 Toll Maintenance Services	35% 0% 35% 0% 14%	April 2009 April 2017 April 2009 April 2017 March 2015	100%
Telvent	City of Lenexa Fiber Manager Software Design/Installation City of Wichita TMC Design/ATMS Installation Oklahoma DOT ITS Evaluation Texas DOT El Paso District ITS Design Dallas Area Rapid Transit (DART) Electronic Data Exchange/Data Fusion (SmartNet)	0% 60% 90% 10% 10%	April 2009 May 2009 January 2009 November 2009 November 2009	80%
Raba Kistner	SH-130 Segments 1 thru 4 CQAF SH-130 Segments 5 & 6 IE SPUR 601 Pass Thru Finance QA CPS Energy Road & Rail QA	99% 14% 30% 0%	December 2008 November 2012 January 2011 July 2010	100%

d. Current and Projected Workload of Major Participants and the Team's Ability to Provide the Experienced Personnel, Equipment and Facilities Required

The DB Team is currently engaged in projects throughout the Dallas / Fort Worth area. However, these contracts will not interfere with the team's ability to provide the experienced personnel, equipment and facilities required for this project; we have the capabilities to begin work immediately. If selected, the team will allocate ample personnel solely focused on the successful completion of this project. Additionally, the team's depth of experience allows a 20-30% shift of additional employees to support existing NTE staff at any given time. OHL Team key personnel are 100% committed to this project.

The OHL Team's depth of experience allows a 20-30% shift of additional employees to support existing NTE staff at any given time

Current and Projected Workload of All Major Participants

The OHL Team eagerly anticipates the commencement of the NTE project. As such, each major participant of our team examined and ensured that its workload would not impede on the ability to provide superior service on this contract. This review is summarized by **Table 4** and has revealed that the OHL Team has ample capacity to hit the ground running upon Notice to Proceed. We look forward to commencing work on this very exciting and important endeavor.

Experienced Personnel

The OHL Design Team has nearly 1,500 employees in the Dallas/Fort Worth area. The experienced leadership team will bring an asset management plan to this project to ensure that qualified and knowledgeable personnel are available to fill each position. These employees will be mobilized and available to begin work upon selection. Additional staff are on-hand nationwide and worldwide and will be utilized when needed. This approach guarantees that skilled staff are constantly accessible to meet personnel requirements.

Equipment

Archer Western Contractors is an industry leader in equipment resources. Their equipment fleet is large, diverse, modern, well maintained and well managed.

Archer Western's current capital investment in its nationwide equipment fleet exceeds $420 million, with more than $65 million of that fleet located in the Dallas/Fort Worth area. Thanks to their aggressive fleet replacement program, approximately 75% of equipment is less than five years old. They also have a thorough and comprehensive fleet maintenance program. The combination of modern equipment and a thorough maintenance program results in equipment availability and reliability rates amongst the best in the industry.

Archer Western's fleet management routinely relocates portions of the fleet across the nation in response to project needs. Fleet managers' response to project equipment needs is swift and reliable.

The joint venture partner, Texas Sterling, has an equipment fleet that includes over $95 million in heavy equipment and $11 million in trucks and vehicles with almost 95% of the combined total positioned in Texas. The fleet is professionally managed and maintained by dedicated in-house maintenance facilities for each of the three Texas markets. With a 2008 construction equipment acquisition budget of $16 million we strive to keep our fleet up to date with modern technology and operating needs.

Facilities

With regard to facilities, the Developer will utilize two facilities, appropriate to project needs at various stages of the assignment. Upon project inception, the Developer will lease a temporary facility for four years. This temporary facility will house the team members initially assigned to design and build Segment 1, quality control staff, environmental professionals, Independent Engineers, and members of TxDOT. During this four-year period, the Developer will finalize design and construction of the permanent facility that will be utilized by the project team, with the eventual transition to a permanent maintenance and operations facility for the concession. The permanent facility is scheduled to be complete concurrently with the completion of construction.

1.1.1.2 INTERNAL ORGANIZATION SYSTEM

a. OHL Team Synergy to Provide United Approach

OHL attributes its successes to its uncompromising approach to quality management, its dedication to continuous individual and corporate development and improvement, and its undying attention to client satisfaction by identifying and accomplishing the client's technical, schedule and budgetary requirements.

OHL's corporate culture is committed to respectful and responsible behavior at all times and to exert a transparent effort for continual improvement by integrating our stakeholders' opinions. We are proud of our firm's commitment to construct a sustainable world and demonstrate it through publication and disclosure of our commitments and policies – such as the OHL Quality Program.

OHL considers the contribution of suppliers and subcontractors vital to the development of its activities and services. As such, they have a principal role in the policies and internal regulations. The purpose is to establish a single axis of mutual benefit, in which values, good training and behavior proper to the OHL's standards are extended to reach the suppliers and subcontractors, involving them in the processes and techniques to encourage sustainable development.

OHL has a strong integrated approach to managing the NTE project. Proposed system structure will encourage day-to-day interaction through many touch points among TxDOT, NTTA, utility agencies, environmental compliance, public information, design, construction and O&M staff. The Team will accomplish this through its commitment to continuously "partner" with TxDOT and other stakeholders and by establishing a core office, "NTE Hub Office" to house key management, administrative, construction and design staffs.

Advantages of our Organizational Management System:

- Integrated team with Key Managers in continuous contact at same location through the life of the project.
- Members of construction, quality and O&M teams will assist engineers during design phase
- Optimized use of task workgroups for each work element focused in constructability, durability and maintainability throughout the design development process
- Schedule and milestones established in design, construction and O&M by Concession and TxDOT
- Communications through groups according to their involvement level

Immediately following contract award, a meeting with TxDOT will be scheduled to plan a workshop for the project. OHL will keep the TxDOT Project Manager informed of schedule conditions through regular coordination meetings and monthly progress reports during design and weekly meetings and a weekly look-ahead during construction. The DB Team will be responsible for preparing and upgrading the project schedule which will monitor, forecast and report progress with respect to the schedule and budget based on:

- Reporting of critical path activities as work progresses;
- Recognizing work that must be completed in series;
- Identifying actual versus planned progress for each identified work segment;
- Forecasting of completion dates from current progress;
- Highlighting rescheduled work in any area that is out of sequence;
- Providing estimates of time, manpower and budget required at the lowest work elements tracked, based upon current expenditure versus plan;
- Providing the capability for determining the status of any work element (schedule and budget).

b. Decision Making Process

Management systems play a fundamental role in the achievement of OHL´s mission: value creation under sustainability conditions.

Our team will be led by the Project Manager (PM) who will serve as the single point of contact, responsible for coordination for TxDOT. Within our team, the PM will work to enhance the project through the integration of the design, building and O&M phases. To ensure the project goals and milestones are met, the PM will maintain the teams focus on the best interest of the project.

Deputy Project Manager (DPM) will have through knowledge of all aspects of the project and understand there must be enough flexibility within each aspect to absorb modifications based on the current project control status.

Management systems play a fundamental role in the achievement of OHL´s mission: value creation under sustainability conditions

The PM and the DPM will work closely with all of the key personnel. To maintain communication, weekly progress/status meetings will take place internally with key personnel to control progress/status of the project.

The DB Manager and DPM will allocate technical discipline resources across the project, coordinate the design schedule to the construction schedule, assure the availability of engineering resources needed for the project oversee establishment of all design policies and procedures, and coordinate with senior management of design Firms.

TxDOT will be invited to attend all task force group meetings for design coordination review, O&M review, and construction review. Task force groups are primarily structured to coordinate between the four groups – design, construction, O&M and TxDOT. Meetings will cover schedule, early construction needs, packaging, plan content and format, constructability, sequencing and staging, quality and conformance to the contract. Specific work responsibilities performed by task forces include:

- Clarification of RFP technical requirements
- Value engineering discussions
- Planning for work ahead
- Comment reviews and pertinent clarifications
- Informal “over-the-shoulder” design reviews
- Constructability discussions
- Review of design variation notices
- O&M, durability, and handback considerations

Key design team members will continue to participate in task force meetings during the construction phase, even after design has wrapped up, to help communicate the intent of the plans, provide technical support, and address problems in the field.

VMS will provide the operation and maintenance services during the construction and the operations phase of the contract. They will be in an excellent position to refine the Operations & Maintenance Plan developed for the construction period to appropriately address requirements for O&M during operations.

Communication and a true commitment to partnering are the best tools to avoid disputes; we will embrace both. Tools used to aid in preventing disputes or quickly resolving those that may arise will include:

- Commitment to continuously partner with TxDOT;
- PM and TxDOT PM will meet monthly to review the issues list;
- Adhere to the issue resolution process;
- Task force approach to assign and track actions items and work to resolve technical issues;
- True integration of our design, construction, ROW and utilities processes;
- Qualified personnel, consultants and subcontractors knowledgeable about the work and TxDOT standards;
- Client Surveys and Expectation surveys;
- Effective quality control and quality review/acceptance

procedures to assure compliance with project specifications;
- Clearly defined communication lines between all parties and their layers of responsibility

c. Establishment of Communication and Documentation Methods

OHL is dedicated to maintaining transparent communications with all those groups that have a legitimate interest in the development of its activities.

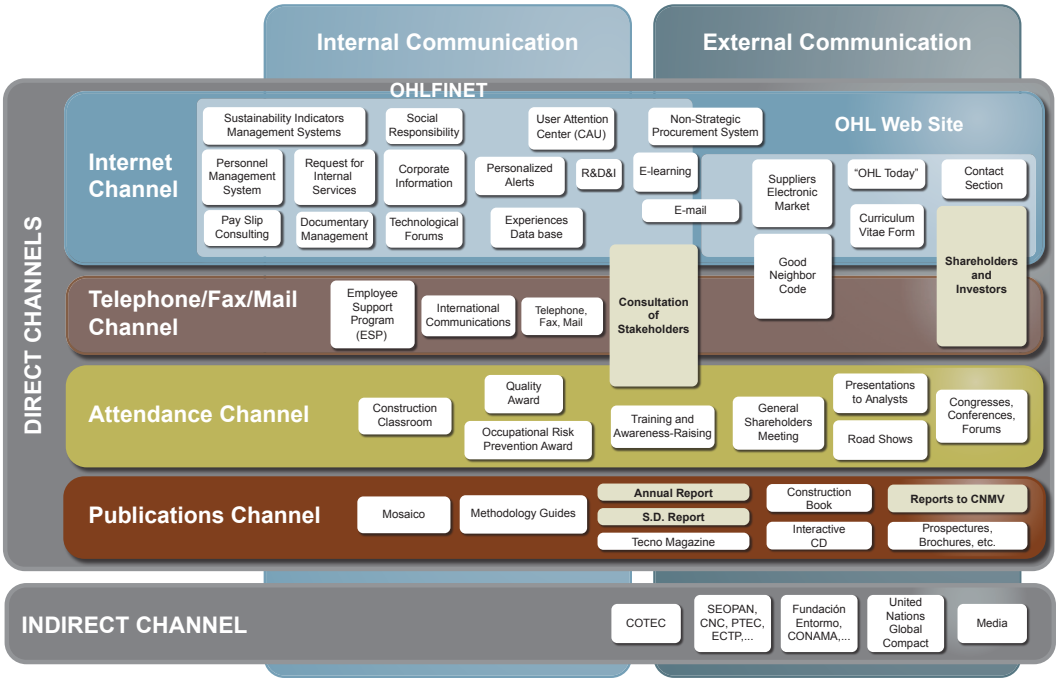
The base of this concept originates from the belief that, without communication and participation with the interest groups, its value would not be completely realized.

The compatibility of all multi-corporate software's will be thoroughly tested to insure the integrity, seamless processing and security of all data in our multi-corporate systems and with TxDOT. Figure 3 illustrates our approach to overcoming this challenge.

Documentation systems goals include:
- Implement superior integration of goals and coordination of work among work units
- Improve communications and relationships among work units
- Evaluate services to ensure TxDOT needs are met
- Review opportunities to improve Corporate effectiveness and efficiency through leveraging the technology and skill within each unit of the OHL Team
- Keep abreast of new procedures and innovations within our industry and our customer's industries
- Devote effort to develop an understanding of service levels required from business units which we consider critical to our success.
- Information Technology for support of system architecture and local area networks.
- Human Resources for training requirements, compensation structure and performance management.
- Finance for analysis to support implementation issues and costs of pre-construction, right of way (ROW) and O&M.

Team culture has to be representative of our existing values:
- responsive client service
- strong client relationships
- quality services and products
- innovation and continuous improvement
- strategic use of technology

Figure 3: OHL's Communication Policy



By combining our existing culture we have designed a structure, which will enable us to strengthen our vision of being the partner of choice in spatial data and infrastructure information management

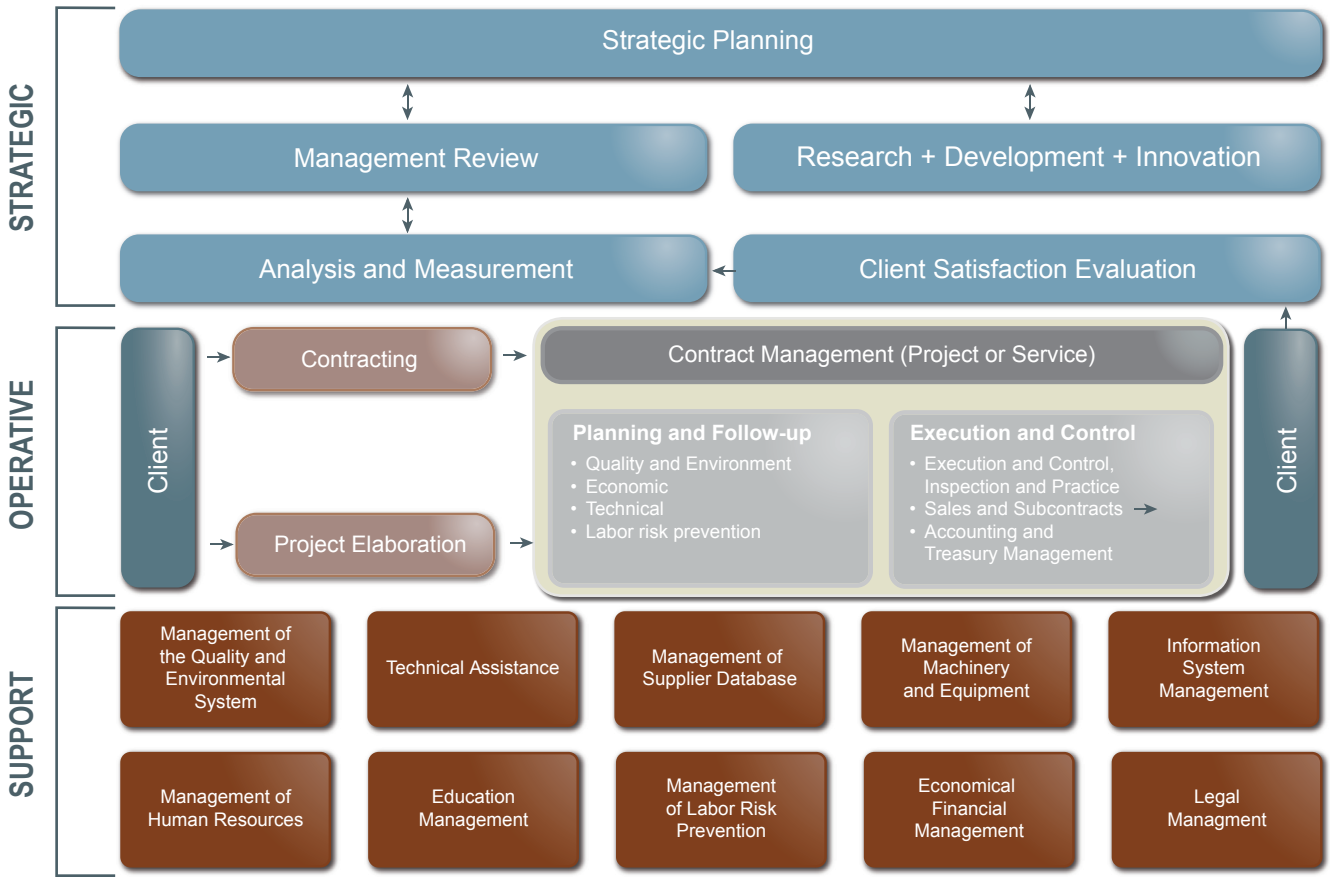
d. Description of how the Quality Process will be Structured for the Facility

OHL will apply its own Quality Management System, which will be homogeneous for all teams and subcontractors reporting to OHL for this project, and which will also be integrated in the Environmental Management System. The Quality Process will adhere to the UNE-EN ISO 9001 and is focused on client satisfaction and continuous improvements to processes, designs and communications.

The Quality Management System is an indispensable tool in obtaining the desired economic results and facilitating an environment that exceeds the client's expectations in the execution of contracts.

The chart of processes (Figure 4) identifies and relates the fundamental processes in the project. The processes identified have been grouped into three types: strategic, operating and support. OHL routinely utilizes the Strategic Processes. They support and develop the policies and strategies of both TxDOT and OHL, providing the directives and response limits for the rest of the processes. There are five strategic processes: strategic planning, development and investigation, review by management, analysis and mediation, and evaluation of client satisfaction. The operating processes are

Figure 4: Fundamental Quality Processes



specific to the organization and constitute the sequence of productive activities for the organization that give an additional added value. They include the activities ranging from the requirements and necessities of the service to developing its use.

Fundamentally, individuals and their supervisors who work within the front lines of production on this project are responsible for knowing the Quality Management Plan (QMP) processes and to make certain they have implemented the appropriate level of quality within their work. Subsequently, within each discipline of the development, qualified personnel will examine each phase (plans, calculations, specification compliance, reports, and other relevant documentation) providing that it is in accordance with CDA requirements, best practices and applicable standards. As indicated within the organizational chart, discipline-specific Quality Control Managers are provided to perform compliance reviews of technical requirements, best practices, and established procedures, and QMP training of production forces. These Quality Control Managers will not be involved with direct production of the work.

OHL will provide a third-party firm, Raba-Kistner (RK), to lead and perform oversight of the development, implementation, and continual improvement of the Quality Management Systems (QMS) on the NTE as the Independent Quality Assurance Firm (IQAF). The Key Personnel from RK will operate independently of the production work and report directly to the Project Manager, TxDOT, and the Independent Engineer. RK will establish the overall programmatic quality procedures, as indicated in Section 1.3.4, foundational to ISO 9001 and lead OHL in development of discipline specific procedures applicable to the NTE.

Independently, RK will provide review and audits of pre-construction and design activities, construction operation hold point acceptance inspections, material acceptance sampling and testing, quality assurance, and audits, and audit of the operation and maintenance phases providing TxDOT and OHL confidence in the quality of the Facility.

As a conclusion, OHL provides **three levels of quality:**

- **First level,** between TxDOT and the SPV with the independent Engineer
- **Second level**, between the SPV and the Design Build Activity with Raba Kistner
- **Third level**, between the Design and Build Activity and the Operation & Maintenance Activity with OHL quality system for a toll road concession which is applied worldwide in more than 20 concessions and its superior requirement reflects on the following chart evaluated as a customer service initiatives:

TABLE 5: MOST RELEVANT CUSTOMER SERVICE INITIATIVES

COUNTRY	CONCESSIONAIRE	SUMMARY
Brazil	Autovias Centrovias Intervias Vianorte	The Brazilian toll road network managed by OHL Brazil has an exclusive customer service telephone line available to users. There are also specialized programs to provide service to the users of the highways, such as truck drivers and motorists.
Argentina	AECSA	The percentage of claims on the Ezeiza-Cañuelas highway did not exceed 0.0012% with traffic in 2007 exceeding 64 million vehicles.
Chile	ALLSA ASSA	On Autopista Los Libertadores, with average daily traffic of around 30,000 vehicles, only 29 claims were filed during the year. For Autopista del Sol, the claims rate did not even reach 0.016% of the total number of users.
Mexico	CONMEX	The traffic on the Mexico City bypass increased by more than 5 million vehicles from 2006 to 2007, while the increase in claims was negligible.
Spain	Eje Aeropuerto	The claims from users of the airport access fell in 2007 by 60% over the previous year.

e. Interface Process with TxDOT and Other Involved Parties

In the initial meeting with TxDOT, OHL will prepare a task-specific liaison strategy with TxDOT's Project Manager covering frequency and types of communication at various staff and management levels. The plan will entail regularly scheduled meetings between the appropriate OHL and TxDOT personnel. If either party identifies a specific issue requiring immediate discussion, a task-specific meeting will be convened. The plan will build upon key components of the Design build Team's previous successful communication strategies on TxDOT design and construction projects with the TTA, TxDOT Fort Worth District, and other TxDOT districts.

OHL's Public Information and Communication Plan will govern external communications to stakeholders. A database of stakeholders and agencies will be prepared and continuously updated to ensure effective communications distribution. Additional information about methods of communication can be found in Section 1.1.4 – Public Information.

During operations, the Operations Manager, or his designated staff, will serve as the single point of contact with local emergency responders. The proposed ITS system will allow OHL to share real-time information on traffic and roadway conditions with TxDOT. Sharing this information will enhance the safety of the traveling public, a primary concern of OHL.

For Utilities Coordination, regular Utility Task Force meetings will be held to keep the utility owners, TxDOT and the engineer-of-record in constant communication so that all issues can be resolved in a timely fashion. The stakeholders will be continually updated on the project's progress and monthly status reports will be produced. TxDOT will review all Agreements prior to execution and will review, with the DB Team, all utility work schedules before they are finalized. The DB Team will concurrently update and supplement the subsurface utility engineering information already provided by TxDOT and will initiate a preliminary design meeting to introduce the project to each utility owner. This meeting will also serve as an opportunity to obtain any utility's plans for future utility installations that may impact the project and to introduce them to the Master Utility Adjustment Agreements (MUAAs) that are to be utilized for this project. The goal of this early concurrent subsurface utility engineering and utility coordination effort will be to not only identify all utility facilities that may be impacted by the project's construction, but also to lay the foundation and framework of each stakeholder's responsibilities and priorities.

1.1.2 SCHEDULE, COST CONTROL, SAFETY AND RISK MANAGEMENT

1.1.2.1 SCHEDULE

a. Schedule Preparation, Monthly Progress Performance, and Quarterly Payment Requests

Activities for the Facility Schedule are created in order to meet the level of detail defined by the Work Breakdown Structure (WBS) Requirements. The Final Facility Schedule will expand on the WBS level of detail in order to clearly represent the work activities. In addition to meeting the WBS requirements, the activities are further broken down by discipline, traffic control phase, and subsections (see below). This additional level of detail will allow the schedule to be filtered and organized for a more detailed review of specific activities.

Section 1 – West End to Beach Street
Section 2 – Beach Street to Fossil Creek
Section 3 – Fossil Creek to Holiday Lane
Section 4 – Holiday Lane to East End

The Facility Schedule will be controlled and updated utilizing several methods. As the project progresses, it may become necessary to revise schedule activities and activity logic. The DB Team will review the schedule on a monthly basis, and make these revisions as necessary. This review will ensure that the schedule remains an accurate representation of the project as work is completed. It will also ensure that the schedule remains a useful tool in projecting future completion dates. All changes made to the Facility Schedule will be submitted to TxDOT for review and approval.

As construction activities progress in the field, their representative schedule activities will be updated accordingly, including actual start dates, percent complete, and actual finish dates. This progress update will be completed monthly and reviewed by members of the DB Team and TxDOT. The monthly progress updates will then be used as the basis for the quarterly Payment Request. The product of the percent complete and cost loading for each activity will result in the amount earned to date for that activity. The sum of the amount earned for all activities will equal the total payment requested to date.

b. Preliminary Work Breakdown Structure (WBS)

The WBS utilized in the preliminary schedule from the requirements defined in Attachment 1 to Exhibit B1 will be further developed in the baseline schedule to be submitted prior to NTP2.

c. Preparation of Schedule of Values

The Schedule of Values will be generated by summarizing the Facility Schedule to the WBS Level 5 detail. All activities at a higher level of detail will be summed up in the Level 5 activities, and these Level 5 activities will become the Schedule of Values. The Schedule of Values will automatically be updated on a monthly basis during the Facility Schedule Progress Update as described in Section 1.1.2.1.a.

d. Integration of Sub Contract Activities to Scheduling and Reporting System

Facility Schedule activities that are to be completed by a subcontractor will be labeled as such using activity codes. These activity codes will allow the schedule to be filtered and organized by each subcontractor, and allow the resulting activities to be reviewed in detail. A review of the resource loading will allow the DB Team to ensure that the subcontractors are committing the proper manpower and equipment to meet the schedule goals.

e. Approach to Managing Resources and Activities to Achieve Facility Schedules and Recover Schedule Slippage

The Facility Schedule for both self performed and subcontracted activities will be resource loaded. At any time during the duration of the project, a resource curve may be generated and compared to the actual resources committed to the project. Should schedule slippage occur, this curve will help identify areas of work where additional resources can be committed in an attempt to regain lost time. Additionally, a recovery schedule will be developed to track the activities that have slipped until such time they are back in line with the original Facility Schedule.

f. Preliminary Baseline Schedule and Narrative for all Portions of the Facility Based on the Base Scope Proposal

Design and ROW Acquisition will begin upon issue of NTP1. After issue of NTP2, utility relocates will begin along the frontage roads as the required properties have been acquired. Construction activities will begin in the center Managed Toll Lanes, followed by reconstruction of both the Westbound (WBFR) and Eastbound (EBFR) Frontage Roads as utility relocates are completed. Construction of the Westbound General Purpose Lanes (WBGP) will begin upon completion of the WBFR. Construction of the Eastbound General Purpose Lanes (EBGP) will begin upon completion of the EBFR and WBGP Lanes.

Please refer to the Appendix, page D-81 for complete Preliminary Baseline Schedule

g. A Preliminary Renewal Work Schedule Showing Approach to Scheduling the Renewal Work

Please refer to the Preliminary Renewal Work Schedule in the Appendix, page D-92.

h. Completed Form O

Please refer to the Milestone Schedule.

1.1.2.2 COST CONTROL

The OHL Integrated Project Management System (IPMS) involves two of the world's most powerful softwares, Oracle and Primavera, integrated into a single system. Our integrated Project Management System is called OP3. This software integrates the powerful project finance features in Oracle Projects Application and integrates this system, in a seamless manner, with Primavera enterprise applications – this is the best combination of two worlds: project finance and project management/scheduling.

OHL Integrated Project Management System (IPMS) involves two of the world's most powerful softwares, Oracle and Primavera, integrated into a single system

Capitalizing on project management tools within Primavera and simultaneously enforcing the necessary business and accounting rules within Oracle Projects, OP3 helps OHL deliver our projects on time and within budget. OP3 eliminates inefficient dual data entry between the two systems. OP3 utilizes Oracle's Activity Management Gateway (AMG), Primavera's integration APIs, and the Oracle technology stack to establish a common data model where a single point of data entry is possible. If that is not enough, OP3 also supplies many client extensions that allow project managers to tailor the solution to meet their specific project needs.

1.1.2.3 SAFETY

During the DB phase the Archer Western-Texas Sterling Joint Venture (AWTS-JV) will ensure that all personnel, subcontractors and visitors are protected by the highest possible standards of health, safety, security and environment, and that all applicable concerns are adequately addressed to prevent injuries to persons and to prevent damage to property and equipment.

Our program not only ensures the safety of those building the project but those who are impacted by that work as well. A focus on safety for the traveling public and all personnel on the construction site is crucial and integral to good corporate citizenship and reducing risk for the Project. We recognize safety as being essential to our success as an element of management and our trade professionals' responsibility. Our behavior based safety program rewards positive actions and performance by giving all employees and gives authority to any employee to stop work for any unsafe condition or environment.

The safety of our work force and the public is given first priority in the work we perform.

With the knowledge that not all instances of risk are avoidable, we provide pre-employment orientation addressing probable risks, as well as task training and

Our behavior based safety program rewards positive actions and performance by giving all employees authority to stop work for any unsafe condition or environment

hazard assessment before each new task is undertaken. Throughout the life of the Project, our safety staff will regularly review designs and traffic plans, monitor traffic advisory devices to provide initial response to accidents, and assure a drug and alcohol free workplace to minimize all safety risks.

Our Site Specific Safety Plan is crafted to meet the following objectives:

- Coordinate the elimination of hazards and reduction of risks associated with construction
- Process review for all operations;
- Hold monthly General Safety and Weekly Toolbox meetings;
- R.E.A.P. (Review Employee Actions and Performance) completed daily;
- Complete Task Hazard Analysis (THA's) daily;
- Assist in locating and abating unsafe conditions and practices;
- Enforce personal protective equipment ("PPE") programs;
- Establish standardized reporting procedures to uniformly capture and disseminate information to all stakeholders and to track trends;
- Provide for regular Safety Inspections targeting unsafe or potentially unsafe conditions and implementing necessary changes in procedures to eliminate safety risks on the job;
- Regularly audit all repetitive work activities to target poor work practices and provide remedial training to eliminate the hazard;
- Recognize achievement of or exceeding safety goals.

In the end, Management's responsibility is to: 1) safeguard the well-being of the employees and traveling public and 2) foster an environment in which everyone shares a concern for safety compliance.

The Proposer has developed a series of preventive measures according to the law on Risk Prevention at the Workplace. These measures will be implemented by adhering to the following guidelines:

- The constitution of a Joint Risk Prevention Service which counts with 61 accredited technicians that elaborate the safety plans and control the application of preventive measures.
- The elaboration of a Workplace Risk Prevention Management System (SPGRL) structured in: SGPRL Manual, 21 General Procedures, 7 Specific Procedures, 297 Safety and Hygiene Instructions, 90 Guides on Protection Methods, 65 Work Preventive Instructions.

The Proposer's Workplace Risk Prevention Management System has used the norms from the UNE81900 series and OHSAS 18000 as its base.

The Proposer makes a continuous effort to make its employees aware of workplace risk prevention, through:

- The elaboration and teaching of a specific program accredited with the FLC with rates superior to 50.000 annual hours of preventive teaching to its employees; 60% of the hours in Spain and 40% of the hours abroad.
- Each year preventive campaigns like "Golden Month of Prevention" and others are launched to encourage the preventive culture in the OHL Group. Within the frame of this campaign, Workplace Risk Prevention Awards are awarded annually recognizing the effort of the project managers in implementing and improving the objectives established by the Group for workplace risk prevention.
- Information will be given to all operators and collaborators, through in-house Prevention Manual in the different areas of activity.

- The Prevention Service assumes three areas of prevention; Safety at the Workplace, Industrial and Ergonomic Hygiene.

In 2007, The Proposer was awarded the certificate for "Excellence in Prevention Management" by the external auditor Crossbert Audit.

OHL Concesiones is the **only concessionaire** in the world that has been awarded by the EuroTAP Programme (European Tunnel Assessment Programme) for the M-12 Tunnel as the **Best and Safest Tunnel in Europe in 2006**. The M-12 Tunnel, built and run by the OHL Group under concession, is the most significant proof our safety system implementation from design and construction to operation and maintenance.

1.1.2.4 RISK MANAGEMENT

OHL's competitive advantage is anticipating any risk before it might happen as a general part of any procedure.

Our guidelines start by identifying any activities that are part of the project and their problems in implementation at any given time of the life of the project. Once a risk is detected, then the probability is estimated in conjunction with the impact on the global project, taking in consideration not only the isolated effect but also the combination of others. Risks are classified by their probability and their damage, allowing an elevated focus on those risks for mitigation and contingency planning purposes.

The following matrix shows the main risks identified for this particular project and their consequences, probabilities, procedures and allocations.

TABLE 6: RISK MANAGEMENT

(a) Categories	(b) Potential Consequences	(c) Probability	(d) Procedures	(e) Allocation
Capacity	Delays, Performance	Very Low	Design Audit by Independent Consultant	DB Team / Developer
Planning	Delays, Overcost	Low	Continuous Tracking, Milestones	DB Team / Developer
Design	Delays, Overcost	Very Low	Supervision by Technical Manager, Auditing by independent Consultant	DB Team
Construction	Delays, Overcost	Low	Supervision by independent Consultant	Developer
Completion	Delays, Overcost	Low	Supervision by Technical Manager	Developer
Operations & Maintenance	Overcost	Low	Quality Management Plan, Experienced Teams	Developer / O&M Team
Demand	Loss of revenue	Medium	Traffic studies supporting investment by independent consultants	Developer

TABLE 6: RISK MANAGEMENT (CONTINUED)				
(a) Categories	(b) Potential Consequences	(c) Probability	(d) Procedures	(e) Allocation
Inflation	Failure in return investment	Medium	Adjustment of tolls and operating costs to inflation	Developer
Financing	Failure in return investment	Low	Financial Plan audited by independent consultants	Developer
Legislative Policy	Overcost	Medium	Legal Advice by Experts	Developer / TxDOT
Technology	Delays, Overcost	Very Low	Quality Management Plan, Supervision by Technical Manager, Auditing by Independent Consultant	DB Team
Residual Value	Overcost	Low	Quality Management, Operations & Maintenance Program	Developer
Tolling Enforcement	Loss of revenue	Low	Technological Video Surveillance and agreements with NTTA	Developer
Environmental	Delays, Overcost	Low	Legal Advice by Experts	TxDOT
ROW Management	Overcost, Important delays	Medium	Due diligence about properties	Developer
Public Opposition	Delays, Overcost	Medium	Commitment with stakeholders	TxDOT / Developer

1.1.3 ENVIRONMENTAL MANAGEMENT

OHL's Environmental Team includes Hicks & Company Environmental, Archeological & Planning Consultants as our independent environmental compliance firm. They will be responsible for implementing our Comprehensive Environmental Protection Program, including the Environmental Management System, obtaining permits, conducting environmental training, monitoring construction, and overseeing mitigation work. Hicks & Company has long-standing relationships and permitting experience with the regulatory agencies that will have jurisdiction or an oversight role during the project and experience in managing similar projects. These established positive relationships and thorough familiarity with regulatory processes will enable OHL to expedite the preparation of any necessary permit applications and maintain continuing compliance with permit conditions and other environmental requirements throughout the construction of the project.

Figure 5: Environmental Team Structure

1.1.3.1 QUALIFICATIONS AND EXPERIENCE OF THE ENVIRONMENTAL TEAM

Summarized below is a table of the Environmental Compliance Manager and the Environmental Team's qualifications and experience. Mr. Van Zandt's resume is located in the Appendix, page D-23. Bold items listed in TxDOT Certifications are those required by TxDOT for the position.

TABLE 7: PROPOSED ENVIRONMENTAL PERSONNEL

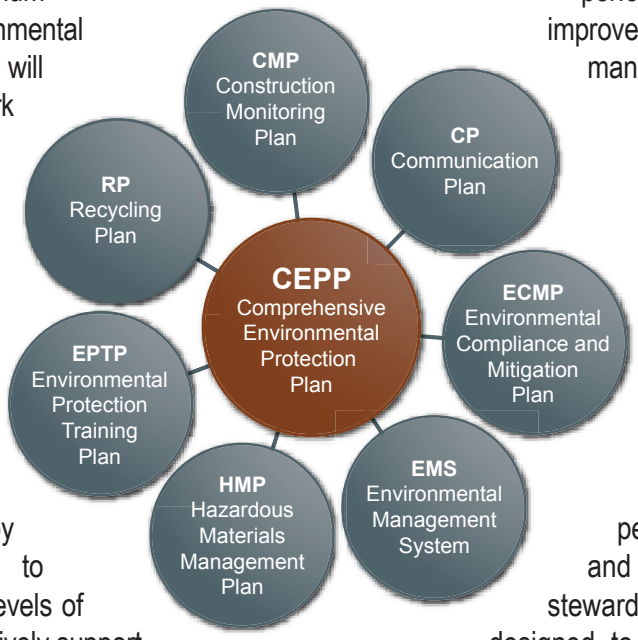
Title	Name	Education	Years of Experience	Major Projects	TxDOT Certification
Environmental Compliance Manager	Tom Van Zandt, JD	BA Government History, University of Texas JD Law, University of Texas Law School MSc Water Resources, University of Texas	25	SH-130 Segments 1-4 design build SH-130 EIS Reevaluation Segments 5-6 IH-35 Trade Corridor Study, Project Manger	1.3.1, 1.41 2.4.1 2.4.2 2.7.1 2.12.1 2.14.1
Hazardous Materials Manager	Ernest Crosby, PhD, PE	BS Civil Engineering, Memphis State University MS Sanitary Engineering, Memphis State University PhD Environmental Engineering, University of Tennessee	38	US 67, Glen Rose US 67 Missouri SH26 Grapevine	2.1.1 2.2.1 2.4.1 2.4.2 2.6.1 2.7.1 2.13.1 2.14.1
Environmental Compliance Inspector	Daniel Britt Akins	BBA Finance Management, Texas Tech University	15	SH-130 Segments 1-4 design build	
Environmental Compliance Inspector	Robert F. Huch, PG, CPESC	BS Geology, Sam Houston State University	18	SH 183A Turnpike Design Build SH-130 Segments 1—4 design build	2.5.1 2.1.3.1
Environmental Training Staff	Melita Elmore	BSc Biology, University of North Texas	12	SH-130 Segments 1—4 design build Texas National Guard, Environmental Compliance Trainer	2.13.1
Archaeologist	Mason D.Miller	BA Anthropology, University of Texas at Austin MA Anthropology, University of Texas at Austin Nautical Archeology	7	SH-130 Segments 1—4 design build US 69 Lindale Reliever Route EIS	2.10.1
Architectural Historian	Kurt Korfmacher	BA, Anthropology , University of California, San Diego MA, Candidate, Archaeology, New Mexico State University, Las Cruces MS Historic Preservation, University of Texas	12	SH-130 Segments 1—4 design build	2.8.1 2.11.1
Natural Resource Biologist	Roy Frye	BS Zoology Oklahoma State University, MS Wildlife Ecology, Oklahoma State University.	34	SH-130 Segments 1—4 design build	2.4.1 2.6.1 2.6.3
Water Quality Specialist	John J. Kuhl	BS Wildlife and Fisheries Science, Texas A&M University	20	Travis County, Texas Natural Resources & Environmental Quality Division Walnut Creek Flooding, Erosion Control and Stream restoration, Austin, Texas	2.31. 2.4.1 2.4.2 2.4.3 2.6.1 2.6.2, 2.6.3 2.14.1

1.1.3.2 APPROACH TO DEVELOP THE COMPREHENSIVE ENVIRONMENTAL PROTECTION PROGRAM

The Comprehensive Environmental Protection Program (CEPP) will assert the OHL's commitment to environmental compliance, including a goal of zero violations, and will establish the roles and responsibilities to be fulfilled and the operating procedures to be followed to ensure compliance throughout the life of the project. The CEPP is made up of several components as shown in the figure below with a brief description of each to follow. For a detailed description of each component, please see the Appendix, page D-47.

Environmental Management System (EMS)
OHL's EMS will be based on the Texas Commission on Environmental Quality (TCEQ) rules (30 TAC 90.32 Minimum Standards for Environmental Management Systems) and will establish the overall framework for administering the CEPP.

Figure 6: Environmental Management System



Policy. The foundation for the EMS policy is OHL's commitment to taking a proactive approach to the protection of environmental resources and compliance with all environmental laws, rules, and regulations. The policy will be signed by the OHL's Project Manager to demonstrate that the highest levels of OHL Management fully and actively support the goals of the EMS and its implementation.

Planning. The contract documents require a number of individual plans to be developed and implemented, including the Environmental Compliance and Mitigation Plan, Construction Monitoring Plan, Hazardous Materials Management Plan, and Environmental Protection Training Plan. The Environmental Team, led by the ECM, Tom Van Zandt will be responsible for the plans' preparation. These plans will provide the guidance to achieve the CEPP policy goals and functional requirements.

Objectives, Targets and Programs. Based on the legal requirements and aspects and impacts analysis, a set of objectives will be developed for both compliance management (regulatory field surveys and permitting) and compliance assurance (design quality control reviews, construction monitoring and training) functions. Where appropriate, these objectives will then be focused on specific, quantifiable targets that will facilitate performance evaluation and improvement programs through the management review process.

Implementation and Operations. Daily implementation of EMS programs will focus on compliance review (Environmental Permit, Issues and Commitment [EPIC] sheets), construction monitoring and reporting, training, operational controls (standard operating processes and performance measurements), and other activities (environmental stewardship and community outreach) designed to minimize environmental risk and maintain compliance at all times.

Environmental Compliance and Mitigation Plan (ECMP)
The ECMP will be a comprehensive document detailing fully the Project's environmental requirements, including mitigation, and strategies and procedures for ensuring

compliance with those requirements in all phases of the work. The ECMP has multiple component parts which are listed in further detail in the Appendix, page D-47, but for the purposes of addressing the requirements contained within the RFP, we have limited detail in this section.

The ECMP includes the EPIC sheets (described in Section 1.1.3.5). The EPIC sheets are the central vehicle for communicating the environmental requirements to the design and construction staffs.

The ECMP documents compliance with Texas Pollutant Discharge Elimination System (TPDES). The Environmental Team will have routine operational control over the SW3P and the sole responsibility for any potential non-compliance issue. The documentation includes the Team's responsibility for submitting the Notice of Intent (NOI,) Notice of Change (NOC), and Notices of Termination (NOT) to TCEQ.

Procedures for conducting the regulatory inspections of storm water controls are described in the ECMP. Inspections are likely to be conducted on a 7-day cycle and within 24 hours following a rain event of one-half inch or more. Since the project is being covered under a Nationwide Permit under Section 404 of the Clean Water Act, coordination with USFWS under the FWCA is not anticipated (see Section 1.1.3.3). Mitigation for traffic noise is an EA commitment, and the ECMP documents how OHL plans to address that commitment.

The ECMP documents procedures for handling wells (water, oil and gas, monitoring or observation) encountered during the pre-construction demolition phase or the construction phase. OHL is responsible for plugging and abandoning all wells in accordance with state regulations (16 TAC 76.1004) and TxDOT standard specifications, Item 103, and is responsible for any required remediation efforts. Documentation includes the process for training personnel to recognize wells and the procedures for handling wells, including contaminated wells.

OHL will make every effort to avoid impacts to resources found eligible for listing in the National register of Historic Places (NRHP), or that is designated as State Archeological Landmarks, and documents those efforts in the ECMP.

OHL is responsible for conducting all public involvement activities, except where TxDOT has agreed to be responsible. The ECMP will document the process for complying with public involvement requirements and procedures. Public involvement is necessary to complete the EA noise barrier analysis described (see Section 1.1.3.3), and is necessary in the event additional properties trigger re-evaluation of the EA/FONSI under NEPA or cultural resources surveys.

Environmental Protection Training Plan (EPTP)

The EPTP is comprehensive. Curriculum will be developed for training sessions aimed at project personnel with varying degrees of responsibility and authority. An introductory or overview training module will be developed for all non-administrative employees and an advanced multi-module session targeting foremen, supervisors and management staff. Separate training modules will be developed specifically for design engineers, equipment maintenance and refueling staff and select subcontractors.

Hazardous Materials Management Plan (HMMP)

The HMMP will be prepared and submitted to TxDOT within 60 days of NTP1. The HMMP will address the safe handling, storage, treatment and disposal of hazardous materials either encountered or brought onto the site by the OHL Teams or a third party, and will include procedures to ensure compliance with applicable laws, rules and regulations concerning hazardous materials. The HMMP will document all chemicals to be used on the project and maintain an up to date inventory of Material Safety Data Sheets (MSDS).

HMMP Communication Plan

The Communication Plan will document reporting procedures so that anyone on the OHL's team, regardless of their level of responsibility or authority, will know precisely what action to take and whom to notify in the event of any

unforeseen environmental incidents or any violation of applicable environmental approvals or permits.

Construction Monitoring Plan (CMP)

The CMP will document the approach to the tasks of monitoring, evaluating, documenting, and reporting environmental compliance for the construction phase of the Base Scope. The CMP will be prepared as part of the CEPP and will be integrated into the overall EMS for the project.

The CMP will include procedures, including defining the roles and responsibilities for environmental and construction personnel, for timely reporting of environmental issues, distribution of environmental reports to the appropriate parties, records retention, as well as corrective action and adaptive management ("learning by doing" and studying results to ensure continual improvement).

Recycling Plan

OHL is committed to recycling and waste minimization and will maximize the use of "green products" and recycled materials in all aspects of the project. From recycling of paper, plastic and aluminum in all offices, including field trailers, to reusing asphalt pavement, concrete and other materials demolished during the course of construction, OHL will use common practices and the latest innovations to ensure recycled materials are used to the maximum extent permissible under TxDOT specifications.

1.1.3.3 DEVELOPMENT OF THE COMPREHENSIVE ENVIRONMENTAL PROTECTION PROGRAM

TABLE 8: ENVIRONMENTAL LAWS AND REGULATIONS COMPLIANCE

LAW / REGULATION / RULE	APPROACH TO ADDRESSING REQUIREMENTS
CLEAN WATER ACT SECTION 404 AND 401	Nationwide Permit carries with it general conditions for the certification of CWA 404 and 401. Construction EPIC sheets indicate site application. The ECM and Water Quality Specialist communicate with design engineers the limitations with respect to fill listed in waterways for specific Nationwide Permits and ensure through design and construction that those thresholds are not exceeded. The contractor will be advised of the commitments, through training and oversight by the ECI.
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM.	A SW3P will be developed as part of the construction plan. NOI will be filed with TCEQ by contractor before construction begins. Contractor will install controls, ECI will inspect with oversight by the Water Quality Specialist. ECI and contractor will ensure inspection reports are reviewed, followed up and kept up to date. Concrete and designated washout areas identified n the work plans, will be set up to prevent direct discharge to waterways.
RIVERS AND HARBORS ACT (SEC 9, 10)	None of the waterways impacted by the project are considered navigable. No action is required.
CLEAN AIR ACT	Tarrant County is a non-attainment county for ozone. Project is consistent with the long-range plan (Mobility 2030 Metropolitan Transportation Plan) and the 2008-2011 Transportation Improvement Program. Any change in schematic will be reviewed to maintain compliance. Concrete batch plants and hot mix asphalt plants will be established if necessary under TCEQ "permit by Rule" or Title V Regulations.
NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)	NEPA EA preparation and approval will continue to apply to the project after the approval of the EA. Changes in design or impacts relative to the EA will be documented in a re-evaluation of the project. To ensure compliance, the ECM reviews the design and notes any changes that could result in environmental impacts not previously documented. If any such changes occur, the ECM initiates coordination with TxDOT and prepare the necessary documentation for submittal to FHWA for approval.
TRAFFIC NOISE	Noise barriers will be evaluated and constructed in accordance with FHWA and TxDOT guidelines. ECM will coordinate and oversee the public input.
DEPARTMENT OF TRANSPORTATION ACT - SECTION 4(F)/LAND AND WATER CONSERVATION FUND ACT – SECTION 6(F)	Section 4(f) applies two sites – the North Richland Hills Community Center and the North Richland Hills Tennis Center. Primary coordination with the City of North Richland Hills and the Texas Parks and Wildlife Department (TPWD) has occurred and mitigation agreements, including noise and visual barriers, and compensatory replacement of lost recreational property, have been reached. To ensure that the engineering design incorporates the barrier and other commitments, the ECM will communicate the requirements to the design engineers and perform a quality control review of the design. The commitments will be conveyed to the contractor on the EPIC sheets and through training. The ECI will be responsible for ensuring that the commitments are carried out in the field during construction.

TABLE 8: ENVIRONMENTAL LAWS AND REGULATIONS COMPLIANCE (CONTINUED)

LAW / REGULATION / RULE	APPROACH TO ADDRESSING REQUIREMENTS
THE NATIONAL HISTORIC PRESERVATION ACT (SEC 106), THE ANTIQUITIES CODE OF TEXAS, AND THE FIRST AMENDED PROGRAMMATIC AGREEMENT	Consultation between THC and TxDOT concluded no recorded archeological sites, or National Register of Historic Places, State Archeological Landmarks, Official Texas Historical Markers or other historically significant resources previously documented within the Area of Potential Effects for the project. In the event that historic or archeological items are encountered during construction, work in the area would cease and the Cultural Resource Specialist(s) and TxDOT would initiate post-review discovery and, if appropriate, protection procedures. To ensure this commitment, workers will be trained in the recognition of archeological, paleontological, and historic resources including procedures and precautions as part of the EPTP. The commitment will be conveyed to the contractor with the EPIC sheets and the ECI will provide oversight during the construction phase.
ENDANGERED SPECIES ACT	No suitable habitat for any threatened or endangered species was identified within the ROW, nor are any anticipated to be affected. An overview of the Endangered Species Act will be made part of the training program to educate each and the importance of compliance. As part of the Pre-construction inspection process, habitat areas will be noted and a confirmation that the habitat is not suitable for threatened or endangered species will be made.
FISH AND WILDLIFE COORDINATION ACT	This project does not involve water body modifications of the type that would trigger coordination under the FWCA, although coordination with TPWD has occurred as part of the NEPA process and no concerns were expressed with respect to water body modifications and the potential for affecting fish or other wildlife habitat.
MIGRATORY BIRD TREATY ACT	Unintentional take of nests with live eggs or young remains a violation of the MBTA. The USFWS has been historically reticent in filing charges for the destruction of active nests from road construction when reasonable and practicable measures to avoid or minimize impacts are implemented. The training program will educate workers about the migratory birds and the MBTA requirements. The ECI and the Natural Resources Biologist will perform a pre-construction walkthrough survey for nesting activity. If active nests are found, the ECI would identify the area and communicate to construction crews any special considerations to be followed during clearing or other construction activities.
COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT	CERCLA establishes prohibitions and requirements concerning closed and abandoned hazardous waste sites, provides for liability of persons responsible for releases of hazardous waste at these sites. It addresses two types of area actions: short term removals (actions taken to address releases or threatened releases requiring prompt response) or long-term remedial response actions (permanently and significantly reducing releases) are addressed. OHL's Hazardous Materials Manager is the person to make notification of such a site. The environmental training program will focus heavily on this subject, particularly in the areas of spill prevention and response, in an effort to eliminate spills of reportable quantities and minimize non-reportable spills overall. Maintenance and refueling of equipment will take place in designated areas only, away from creeks, streams or other water bodies, and hazardous substances will be managed, handled, and stored safely and in the manner prescribed by the appropriate state and federal regulations, by appropriately trained individuals only.
RESOURCE CONSERVATION AND RECOVERY ACT	OHL will be considered the generator for Hazardous Materials that are other than Pre-existing Hazardous Materials or TxDOT-released Hazardous Materials and will manage, treat, handle, store, remediate, remove, transport and dispose of such materials in accordance with the CDA provisions. The Hazardous Materials Management Plan (see discussion above) will address appropriate procedures, roles and responsibilities for the safe handling of hazardous materials, and as with the release of hazardous substances above, the environmental training program will focus heavily on the safe handling hazardous materials.
SPILL PREVENTION, CONTROL AND COUNTERMEASURE	Designed to prevent discharges of oil into waters of the U.S., this will apply to locations where the Contractor or any subcontractor stores diesel in above-ground tanks in excess of 1,320 gallons. An SPCC plan will be prepared by a licensed engineer for each location meeting the legal criteria and will detail the measures designed to prevent spills as well as the procedures for inspections, record keeping and personnel training. Spill prevention and response will be included in the environmental training for all employees, and those involved directly with the SPCC or engaged in activities addressed by the SPCC will receive specialized focused training.
ALL APPROPRIATE INQUIRIES STANDARD AND ASTM STANDARD 1527E-05	With additional ROW acquisition, a Phase I ESA will be conducted on each property acquired. They will identify any site potential for contamination and need of further investigation.
TEXAS ADMINISTRATIVE CODE, 30 TAC 285, 330 AND 335, 25 TAC 295	Materials encountered in the ROW, particularly during demolition of property improvements, are subject to regulation under 30 TAC 285, 330 and 335 relating to solid waste and hazardous waste, and 25 TAC 295 relating to asbestos containing building materials and lead-based paint. ECI or HMM will inspect any on-site waste to determine if it is a solid waste, hazardous waste or domestic sewage. Once identified and classified, they will arrange its removal, transportation, and disposal. The ECI and HMM will appropriately notify and acquire appropriate manifests, trip tickets and other documents in coordination with TCEQ, TDSHS and local municipalities.

TABLE 8: ENVIRONMENTAL LAWS AND REGULATIONS COMPLIANCE (CONTINUED)	
LAW / REGULATION / RULE	APPROACH TO ADDRESSING REQUIREMENTS
TEXAS ADMINISTRATIVE CODE 16 TAC 76.1004 AND TxDOT STANDARD SPECIFICATIONS ITEM 103.	Plugging and sealing of water wells is regulated by the Texas Department of Licensing and Regulation. Water wells shall be plugged and capped by a well driller licensed according to the prescribed methods in
TEXAS WATER CODE	Texas Water Code extends protections to "waters in the state" which could include water features not considered waters of the U.S. and therefore not protected by Sections 404/401 and 402 of the Clean Water Act. In order to protect both waters of the U.S. and waters in the state, the project SW3P would be implemented and erosion and sedimentation control BMPs would be designed, installed and maintained according to the TPDES General Permit and the environmental training program would educate construction personnel to recognize a water in the state and to extend protection to those features as well.
TEXAS NATURAL RESOURCES CODE	THC made a determination that there are no historically significant archeological sites are in present ROW. Additional action will be taken if new ROW is acquired. Coordination effort would be undertaken and Antiquities Permits would need to be obtained for any archeological field surveys.

1.1.3.4 ENVIRONMENTAL COMMITMENTS, PERMITTING, AND DOCUMENTATION

The EA identifies a number of pre-construction approvals and construction phase commitments necessary to complete the project and maintain a zero violations standard. Prior to ROW acquisition, Phase I environmental site assessments are necessary to determine the potential for site contamination. Contaminated materials encountered would need to be classified and disposed of according to state and federal law. Demolition activities associated with pre-construction phase ROW preparation may require permitting, notifications to the TDSHS, county health departments and other agencies, asbestos abatement and fulfillment of other regulatory commitments. There are several residential, commercial and governmental relocations required as part of the present and future ROW acquisition. Coordination of relocation assistance will be handled by the ROW Manager with input as needed from the Environmental Team.

TABLE 9: APPROACH TO ENVIRONMENTAL COMMITMENTS AND PERMITTING	
LAW / REGULATION / RULE	APPROACH TO ADDRESSING REQUIREMENTS
SECTION 404/401 PERMITS	NWP 14, Linear Transportation Crossing to discharge fill into waters of the U.S. Coverage will be obtained without a need to notify the Fort Worth District of the USACE prior to construction and will be contingent upon the strict adherence to the permit's general conditions and those of the accompanying Section 401 Water Quality Certification issued by the TCEQ.
TPDES GENERAL PERMIT FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES	TPDES General Permit will require notification of the permitting agency, the TCEQ, prior to construction. In this case, an NOI will be filed and an SW3P will be prepared and implemented in order to be in compliance. Documentation will include an updated SW3P showing field modifications to structural controls, a schedule of construction activities, including temporary and permanent stabilization activities, MS4 coordination and notifications and any changes to substantive details included in prior notifications (Notice of Change forms).
NEPA REEVALUATIONS	As it stands, revaluation of the EA will not be necessary, as the changes to the schematic do not result in new areas of ROW or environmental impacts that would trigger the need to reexamine the findings of the NEPA process. Any temporary or permanent additional land acquisition would require a review or the EA to determine if EA would need to updated or require additional coordination with approving authorities. TxDOT would be informed of any acquisition and review of the EA.

TABLE 9: APPROACH TO ENVIRONMENTAL COMMITMENTS AND PERMITTING	
LAW / REGULATION / RULE	**APPROACH TO ADDRESSING REQUIREMENTS**
MITIGATION FOR NOISE AND VISUAL IMPACTS	Under the existing EA, a number of mitigation commitments have been made, including the installation of noise barriers in two separate locations to lessen the traffic noise effects to residential areas and a visual barrier at the North Richland Hills Tennis Center with the possibility of inclusion of a second visual barrier depending on funding availability at the City of North Richland Hills. The noise barriers are subject to approval by the adjacent property owners and so final decisions to construct the barriers would not be made until after final design and the conclusion of the noise barrier workshops described in more detail. The visual barriers are part of the measures to minimize harm to the Tennis Center agreed to and included in the Programmatic Section 4(f) Evaluation and will be installed during construction. Other mitigation includes the acquisition of replacement property to compensate for the land being acquired from the Tennis Center and removed from recreational use. Other measures to minimize harm to the Community Center are included in the schematic design and these design features would need to be maintained and carried into final design and construction, particularly with respect to access and ROW acquisition.
OTHER PERMITS OR AGENCY APPROVALS	During construction, other approvals and permits will also be necessary. These may include permits by rule from TCEQ for emissions from concrete batch plants and asphalt plants, permits from USFWS for the transport of injured or orphaned migratory birds, and notifications to state agencies with jurisdiction over such activities as structure demolition, asbestos abatement, and solid waste disposal. Documentation of these approvals varies, and in some cases will require prior authorization from the agency. In other cases, the notification prior to the work or after will suffice, along with appropriate record keeping.

1.1.3.5 POTENTIAL ENVIRONMENTAL RISK AND APPROACH TO MITIGATE, ELIMINATE OR REDUCE RISKS

The environmental compliance design review will be a two-phased approach constituting the critically important EPIC process. The EPIC 1 phase is essentially a QC review of the schematic designs. The EPIC 1 reports are broad in scope, identifying general issues or sites, together with the regulatory or other mandate underlying the requirement, and providing more generic approaches to mitigation. For example, EPIC 1 reports summarize the reviews of the proposed ROW footprint, noting deviations from the proposed project as described in the EA for documenting any need for additional NEPA reevaluation. EPIC 1 reports also evaluate the consistency of the design with the project's Section 404/401 Permit, compliance with Section 106 of the NHPA regarding specifically identified cultural resources, potential hazardous materials issues, and other elements.

The EPIC 2 phase consists of actual construction plan sheets, the vehicle for identifying, communicating, and tracking environmental compliance and mitigation measures during construction. These provide sufficient detail to enable construction personnel to precisely execute the mitigation requirements—whether structural or by avoidance—according to established standards. They consist of standard specifications, special specifications, general notes, and special notes and drawings that depict environmental constraints, mitigation recommendations, and all permit requirements. These drawings would be prepared during final design for inclusion in the construction plans and would be used primarily by the inspectors for tracking compliance but would also be an important reference for the foremen and superintendents, whose work the EPIC sheets are intended to inform. Changes to EPIC sheets following release to construction can be made either by electronic revision with re-release to the field or through a red-lining process similar to the SW3P sheets.

1.1.3.6 POTENTIAL ENVIRONMENTAL RISKS AND THE RESPECTIVE RISK MITIGATION

As part of the initial development of the EMS, the Environmental Team will conduct a thorough review of all the environmental legal requirements, focusing on federal, state, and local laws, rules, and regulations, policies, MOU, MOA, Executive Orders, permits, EA/ FONSI commitments, TxDOT specifications, CDA requirements, proposal commitments and any other requirements that could be applicable to the project. A thorough aspects and impacts analysis would also be conducted, and the combination of these exercises will yield the spectrum of environmental risks to the project, whether external regulatory risks or methodological risks associated with the design, construction and operation of the Facility. Some of the known risks are identified below along with a discussion of the approach to mitigate, eliminate or reduce these risks.

TABLE 10: ENVIRONMENTAL RISKS AND THEIR MITIGATION

RESOURCE / ISSUE	COMMITMENT	PHASE	APPROACH TO ADDRESSING COMMITMENT
Relocation / Displacement	Provide a Relocation Assistance Program	Pre-Construction/ Construction	The Team will follow provide relocation assistance in accordance with the Uniform Relocation Act.
Noise	Minimization of noise.	Construction	The Team will maintain mufflers, use noise-free back up alarms on equipment and use appropriate construction timing and equipment placement to minimize noise impact.
	Noise abatement	Construction / Post-Construction	Two reasonable and feasible permanent noise barriers identified. ECM, Public Information specialist with TxDOT will organize a Noise Barrier Workshop for adjacent owners input; a simple majority vote determines if the barriers are included. Impacted owners comment on barrier type and aesthetics. Comments considered in design and barriers to be completed by OHL.
Stream Channel, Riparian Habitats	Avoidance and minimization of construction impacts to stream channel and riparian habitats.	Pre-Construction (design) / Construction	The Team will bridge/culvert major stream crossings, enforce the Storm Water Pollution Prevention Plan (SW3P) and follow appropriate mitigation requirements as outlined in permits.
	Design to minimize impacts to stream channel and riparian habitat.	Pre-Construction (design) / Construction	The Team will remove riparian habitat only where necessary within existing and proposed ROW.
Wildlife/ Vegetation	Protect wildlife, including threatened and endangered species.	Construction	OHL will stop work and notify TxDOT and TCEQ if threatened or endangered species are observed in the project area.
	Protect trees and vegetation.	Construction	Trees outside safety clear zone and trees identified in Existing Design Plans within defined tree preservation areas will be preserved. The Team will support minimal construction of haul work roads.
Jurisdictional Waters/ Special Aquatic Sites	Minimization of impacts to jurisdictional waters/ special aquatic sites.	Pre-construction (design, permits) / Construction	Use of bridging or culverts. USACE Nationwide Permitting for unavoidable temporary and permanent impacts. The Team will enforce SW3P including implementation of appropriate Section 401 Water Quality certification BMPs.
Landscaping/ Re-vegetation	Landscaping with native species to prevent erosion and control sediment following construction.	Post-Construction	OHL will re-seed with grass seed mix containing native species and will landscape with native trees & shrubs. The Team will blend the landscaping design with the natural landscape and surrounding communities.

TABLE 10: ENVIRONMENTAL RISKS AND THEIR MITIGATION (CONTINUED)			
RESOURCE / ISSUE	**COMMITMENT**	**PHASE**	**APPROACH TO ADDRESSING COMMITMENT**
Migratory Bird Nesting	Avoid or minimize impacts to nesting migratory birds.	Pre-Construction/ Construction	Areas of construction will be inspected prior to construction to ensure that no migratory species would be impacted. Bridge and Culvert demolition will be scheduled outside of nesting season or the Team would remove all old bird nests between Sept 1 and Jan 31 from any structure where work will be done and prevent migratory birds from building nests between Feb 1 and Aug 31.
Floodplains	Avoid or minimize impacts to floodplains.	Pre-Construction/ Construction	CCI would coordinate with appropriate local FEMA floodplain administrators regarding project encroachment in floodplains.
Water Quality	Preserve water quality.	Pre-Construction (SW3P approval) / Construction / Post-Construction	MS4 notification and compliance would be completed by OH. Stormwater treatment (SW3P) planning, including Section 401 BMPs, implementation (including hazardous materials traps where feasible and beneficial), monitoring /maintenance, and removal will be implemented. Field inspection each 14-days or after each 0.5-in rainfall event will be completed by the Team. Reseeding or re-stabilization of disturbed areas within 14 days. The Team will minimize disturbance to native vegetation, signing unused areas as 'Equipment-Free' The Team will revise the WPAP as needed.
Cultural Resources	Minimize impacts to cultural resources.	Pre-construction/ Construction	The Team will continue Section 106 consultation to address ROE issues, changes in design, scope, or the addition of new ROW and the area of potential effect. Archeological subsurface surveys by qualified archeologists, including mitigation (as applicable) in accordance with State and Federal guidelines will be conducted. THC archeological survey permit (as applicable) obtained. The Environmental Team will oversee any necessary investigations that may be required and complete consultations with the SHPO as required.
	Mitigate impacts to cultural resources within the project area.	Pre-construction/ Construction	The Team would mitigate impacts to cultural resources if found during pre-construction or construction activities through data collection or other means following Federal and State guidelines
Air Quality (dust control)	Reduce fugitive dust.	Construction	Watering and construction vehicle speed reduction would be used by the DB Team as appropriate. Temporary seeding and/or sodding followed by prompt revegetation after construction activities are completed will minimize the Team's air quality impact.
Hazardous and or Contaminated Materials	Avoid or reduce exposure to hazardous and or contaminated materials.	Pre-construction/ Construction	Removal, capping, or other acceptable means of mitigation as outlined by Federal and State Regulations would be employed by the Team. Phase I Environmental Site Assessments to identify hazardous materials will be conducted by the Environmental Team prior to property acquisition and development. SPCC, Site investigative work plans, remedial action plans will be developed as necessary.
Cemeteries/ Grave sites	Mitigation if cemeteries or grave sites encountered.	Pre-construction/ Construction	OHL would follow State regulations if any cemetery or grave sites are encountered during pre-construction or construction activities.
Visual and Aesthetic	Maintain visual and aesthetic characteristics of the area as possible.	Pre-construction/ Construction	Coordinate aesthetics and visual with three local city authorities.
Traffic control and safety	Ensure proper traffic control and safety.	Pre-construction/ Construction	The Texas Manual for Uniform Traffic Control Devices would be followed by the Team when addressing traffic control and safety during pre-construction and construction.

TABLE 10: ENVIRONMENTAL RISKS AND THEIR MITIGATION (CONTINUED)			
RESOURCE / ISSUE	COMMITMENT	PHASE	APPROACH TO ADDRESSING COMMITMENT
Standard Operation Process	Ensures proper action and direction	Pre-Construction/ Construction	Written SOP clearly defining the roles and responsibilities for either everyday tasks involving complex regulatory requirements or tasks requiring several layers of coordination within the project team.
Parcel clearance tracking system	Insures environmental approvals before activities beginning on a property.	Pre-Construction, Construction	A database system for tracking any and all requirements and approvals gathered by parcel and the subsequent release of parcels to the Contractor will ensure that construction activities are not initiated in areas where approvals have yet to be obtained.
Demolition	Reduce hazardous waste generation.	Pre-Construction, Construction	All materials to be demolished, especially bridges and overpasses, will be inspected for asbestos and lead materials. OHL will remove these materials before demolition.

1.1.4 PUBLIC INFORMATION AND COMMUNICATIONS

1.1.4.1 QUALIFICATIONS AND EXPERIENCE

OHL has brought together communication specialists and individuals who are woven into the fabric of the Fort Worth community to address the public information and communication needs of the NTE.

Public Information Associates

North Texas-based Public Information Associates (PIA) specializes in providing public involvement / information services, consensus building and communication strategy development. PIA owner Judy Meyer has led successful communication programs for a variety of transportation planning, design and construction projects. In addition, PIA has served as the public involvement lead for several planning projects in Tarrant County, which has provided PIA with a solid understanding of the issues affecting Fort Worth and northeast Tarrant County.

Gideon Toal

Gideon Toal, located in Fort Worth, has a tremendous wealth of experience coordinating public participation and has provided clients with a variety of professional design services centered on personal attention and service since 1956. Co-chairs of Gideon Toal, Randy Gideon and James Toal bring strength to the team with their experience and involvement in the Fort Worth community. With over 30 years of experience on both the public and private sector, Mr. Toal and Mr. Gideon have been active in the Fort Worth community and involved in many prominent civic organizations.

1.1.4.2 PRELIMINARY PUBLIC INFORMATION AND COMMUNICATIONS PLAN (PICP)

The high-profile nature of the NTE project makes public information and communication a key component of project development activities. As TxDOT has noted, public support of the project is vital to its success. The public will better support TxDOT and OHL if people are informed in a timely manner and have opportunities to identify issues and recommend solutions. OHL's Public Involvement (PI) Team's experiences in Tarrant County have taught them that a solid communications program must accompany project implementation.

PICP Technical Provisions

- Public Information Office
- Property Owner Communications
- Media Relations
- Public Meetings
- Meeting Minutes
- Emergency Event Communications
- Lane Closures
- Website
- 24 / 7 Phone Hotline

The PI Team will oversee all communication activities, ensure accurate information is disseminated in a timely manner, and that communication and information products remain within budget constraints. The PI Team will staff the project office, and Judy Meyer will serve as the Public Outreach and Community Relations Manager. Specialty services for writing, print production, website design and programming and market research will be contracted on an as-needed basis by the PI Team.

Gideon Toal will assist the public information effort by lending its 30 years of experience in Fort Worth to activities involving key stakeholders. This will include providing insight and suggestions for identifying stakeholders, conducting stakeholder meetings, and helping to forge alliances with critical parties. Gideon Toal also will lead charrettes or workshops conducted in conjunction with Context Sensitive Design efforts.

Public Information and Communication Plan (PICP)

The PI Team will work with TxDOT to develop a comprehensive Public Information and Communication Plan. The PICP will be a "living" document, and will be adjusted as external conditions and audiences change and evolve. The PICP will accommodate the need to communicate with a wide variety of audiences about the size and complexities of the project, and will ensure information is easily accessible by all audiences. The plan will incorporate the activities specified in the RFP Technical Provisions. The PI Team may also suggest additional activities that may help enhance communications, and will include elements to help TxDOT eliminate the confusion and myths behind managed lanes to Tarrant County residents.

PICP Suggested Enhancements

- Project Database
- E-mail Bulletins
- Stakeholder and Business Information Sessions
- Printed Materials
- Newspaper Zone Inserts
- Talk Radio Interviews
- Third-Party Information Sharing
- Static Display
- Advertising
- Speakers' Bureau
- Community/Special Events
- Video/DVD

1.1.5 MENTORING AND JOB TRAINING

1.1.5.1 TRAINING AND UTILIZATION

OHL's concept of training and utilizing DBE's is to identify and select those companies that have a history of providing quality service and strong work ethic, are aggressive, honest, and willing to learn. OHL's Mentoring and Training Program (MTP) will provide the DBE Trainee the opportunity and assistance to enable them to develop the expertise and skills necessary to compete in the market place and become successful in their trades. At the same time, OHL benefits from association with a DBE subcontractor that is qualified, well trained and has a culture and goals in line with the OHL's.

The MTP will provide the trainee a comprehensive mix of academic and practical training in various construction areas. Specific areas of training consist of carpentry, plumbing, masonry/brick, framing, roofing, electrical, HVAC, and refrigeration. Local trade schools, community colleges and universities will be engaged to provide trainees with state of the art training which utilizes the latest technologies.

a. Effective Management and Sub Contractor Performance Monitoring

The MTP staff will manage subcontractor performance by identifying the project requirements and expectations in an initial meeting with the subcontractors. This meeting will cover the scope of work for each subcontractor and outline expectations. The MTP will stress the importance of schedule attainment, quality workmanship, compliant and termination processes.

The MTP staff will hold weekly meetings with subcontractors to evaluate the past week's performance, identifying any deficiencies and developing a plan for improvement. In the event the subcontractor is unable to meet the weekly schedule, the MTP will develop and implement a course of action to get the subcontractor back on track.

The MTP will hold weekly meetings with the Manager of Construction and superintendents to review the production schedule and outline areas of concern that may require additional support. The MTP will monitor all types of DBE compliance including minority certifications and will encourage and assist subcontractors in the certification process. In addition, the MTP will review and assist all Subcontractors in the preparation and submission of pay requests, will verify requests for completeness and accuracy and will calculate minority participation percentages to be included in a monthly progress report.

b. DBE Utilization Areas

The MTP anticipates utilizing DBE's in the areas of demolition, site work, grading, excavation, surveying, concrete paving, asphalt paving, landscaping and quality control. The MTP will continually look for reputable, qualified minority Subcontractors in all construction trades through associations with community minority organizations, job fairs, trade schools, community meetings, minority certification organizations and other local associations.

c. Training Program

One component of the MTP is the mentoring and training program. This program covers mentoring opportunities for unskilled labor aspiring to enter skilled trades, as well as high school, college, and graduate students interested in participating in continuing education in the construction management and engineering fields. This program is targeted towards minorities and women and continues from project start to project completion.

The MTP provides for an apprenticeship program for employees who want to learn a new construction trade or improve their skill level in their current trade.

This will include hands-on training in the day-to-day construction process. The apprenticeship program covers such areas as surveying, carpentry, plumbing, electrical, HVAC, refrigeration, concrete finishing, landscaping, storm water pollution prevention plans and equipment operation.

1.1.5.2 DBE MENTORING

The OHL Team will provide assistance, training, and mentoring to DBE Subcontractor and small businesses primarily in two often requested areas – general business and project-specific construction. Specific areas covered under each of these training programs are listed below:

General Business Assistance

- Budgeting, projecting cash flow, and accounting;
- Developing billing and invoice procedures;
- Preparation of work reports, taxes, insurance, bonding and other general business requirements;
- Informational workshops held quarterly to offer mentoring assistance in a variety of industry related topics.

Project Specific Assistance

- Interpretation of plans, specifications, subsequent bidding, estimating and pricing;
- Field related responsibilities such as Field Supervision, on the job training and safety procedures;
- Environmental issues specific to the project.

a. Eligibility Criteria

To be eligible to participate in the Mentoring Program, a company must:

- Be a business entity structure such as a Company, Corporation, Sole Proprietorship, Limited Liability Company, etc.;
- Be current on all applicable taxes;
- Have a good working record and have not defaulted on a contract;
- Have no outstanding liens, judgments or construction related encumbrances of any kind;
- Be dedicated to providing quality work at competitive prices; and
- Be certified by the NCTRCA or other TUCP certifying agency.

b. Program Goals

OHL believes in contributing to society's well being by promoting and supporting initiatives in the communities with which it relates to in a stable manner and whose final objective is to improve people's quality of life, especially those that are disadvantaged.

To fulfill this charge, OHL has assembled a social action plan based on the evaluation of the conditions and necessities of priority for the communities in which OHL has a stable presence, leaning on the worldwide challenge in the Development Objectives of the Millennium and with the compromise acquired with the 10 Principles of the United Nations Worldwide Treaty.

Corporate responsibility within OHL is accomplished through the continued compromise for improvement, innovation, pre-planning, transparent information, rational and balanced integration of the diverse spaces in which we develop our business activity and the relationship with all interested parties, with the objective that dialog and transparency with them constitute the central points of action.

OHL is conscientious of the need to involve all of its collaborators, suppliers and subcontractors, in the labor of extending values, good practices and conduct proper to the Team in the development of its activities and services. Through the establishment of clear and precise forms of contract bases, facilitating communication and dialog, and dedicating the assistance and training necessary, OHL makes them active participants in the management system.

Therefore, any effort to become part of the community is inherent to OHL's activity anywhere in the world and its commitment to help DBEs is integrated in the life cycle of any project.

OHL's Small Business Mentor Protégé Plan will be based on TxDOT's LINC program for Disadvantaged Business Enterprises (DBE), and its Mentoring Program shall seek the following goals:

- Increase the number of small business bidding and performing on TxDOT contracts;
- Prepare DBEs to bid and perform on TxDOT contracts through technical assistance;
- Promote networking between TxDOT technical and procurement staff with DBEs interested in developing business with TxDOT.

Lastly, for purposes of evaluating the effectiveness of the Mentoring Program, OHL will submit a detailed DBE performance plan based on the following evaluation criteria:

- Setting target goals for small or DBE participation;
- Evaluating these goals on a predetermined basis;
- Evaluating every participant's progress.

c. Mentoring Program for Educational Workshops

The Mentoring and Training Program (MTP) will provide a series of educational workshops for subcontractors who are interested in additional training in contracts, contract negotiation, bid bonds, performance bonds, payments bonds, design/build vs. standard construction, construction law, OSHA requirements & certification, taxes and immigration requirements. Assistance will be provided to minorities interested in obtaining specific trade certifications and/or college credits and degrees.

Targeted technical disciplines will encompass design, engineering, site work, concrete and landscaping.

The short term plan begins by developing a list of all minority construction related organizations and technical schools. Next, the MTP will establish a network of current subcontractors in all trades. Finally, the MTP will identify, evaluate and enroll current subcontractors to participate in the mentoring program. A specific program schedule and goals will be set.

MTP Audiences:

- Local subcontractors
- Dallas Black Chamber of Commerce
- Black Contractors Association
- Dallas Hispanic Chamber of Commerce
- Hispanic Contractors Association
- Irving Chamber of Commerce
- Women Transportation Seminar Association
- North Texas Regional Certification Agency
- American Council of Railroad Women (ACRW)
- Conference of Minority Transportation Officials
- Technical Schools
- High Schools, Colleges and Universities

The long-term plan will begin by establishing relationships with technical schools, minority construction organizations, area high schools, colleges and universities that offer technical programs, certification agencies and subcontractors in all trade disciplines.

Workshops will generally be scheduled quarterly, however, if necessary, they will be scheduled on a monthly basis. Workshop administrative procedures will begin by advertising the date, time, place and subject of all upcoming workshops. All participants must register by providing their name, position, company name, company address, telephone number, fax number and email address. Registrations will be verified with participating companies. Certificates of completion will be issued for successfully completing each workshop.

d. Educational Workshops for Bonding and Insurance Requirements

Workshops for bonding and insurance requirements will be held monthly for the first three months of the project and quarterly thereafter. Additional workshops may be held at times corresponding to the letting of larger work packages in an effort to increase the competitiveness of small and DBE contractors.

Training Workshop

- Project Purpose
- Project Overview and Schedule
- Process Review
- Conflict Resolution and Negotiation
- Issue Resolution
- Partnering Evaluation Process
- Workshop Evaluation Process

e. Dividing Work into Economically Feasible Units to Encourage DBE Participation

Encouraging small businesses to participate is a high priority for this program. In addition to training and mentoring programs, efforts to increase small business participation will be centered around ensuring that work packages are divided into economically feasible units – not too large to invite bonding difficulties, but not so small as to lose interest among the business community.

OHL will examine work packages to determine the number of work units that is practical for a specific trade. For example, if the contract value for a landscaping work package is $400,000, it may be practical to divide that package into four projects of $100,000 each. Four minority landscape subcontractors that meet the review criteria and qualify for insurance and bonding on $100,000 would be selected and our Team would negotiate contracts. From an administrative prospective, attention will be given to the number of work units that will be practical to manage. Consideration will be given to the amount of resources required to track and support each work unit/contract.

f. DBE Program Evaluation Criteria

The criteria used to evaluate the effectiveness of the program will include, but not be limited to the following:

- Overall additional cost to manage the effectiveness of multiple trade contracts should not exceed one percent of the total contract value over the contract term.
- The determination of the number of work units should be kept to a number that offers the most participation for the least amount of cost.
- Work is completed on time and under budget by all mentored subcontractors.
- Mentored subcontractors have gained necessary experience in all facets of managing their companies, improving their craft skills and positioning their companies more effectively compete in the construction arena.

1.1.5.3 PARTICIPATION IN ANNUAL TXDOT TRAINING PROGRAM

As part of the Equal Employment Opportunity and Affirmative Action Program, optional training courses will be offered in the following areas:

- Auto and Truck Mechanics
- Equipment Operators
- Carpenters
- Cement Masons
- Electricians
- Plumbers

Upon satisfactory completion of a specific critical craft training program, the participant will attain a Journeyman's Level Job Classification.

The training program will consist of both classroom work and on-the-job training and is designated to develop and train minorities. At the beginning of the project, an assessment of critical crafts needs will be made and a training plan will be developed. The training plan will identify specific critical crafts that require training; the proposed number of participants for each critical craft, the length of the training period and a training schedule.

This training program is flexible enough to identify other crafts that may require training. In such a case, we will not hesitate to structure a program that will be beneficial to the participant and the client.

1.1.5.4 CONTINUOUS TRAINING PROGRAMS

OHL will not only accomplish all the requirements determined by TxDOT in regards DBEs but will also incorporate its own policy in regards social corporate responsibility. OHL will also develop the following training programs in order to improve continuous practices:

- Bidding & Estimating Analysis
- Contract Administration
- Planning & Forecasting Analysis
- Financial Management Training
- Safety Regulations
- Construction-related Legal Issues
- Equipment Usage
- Labor Compliance
- Marketing

OPERATIONS AND MAINTENANCE MANAGEMENT AND TECHNICAL SOLUTIONS

1.2.1 OPERATIONS AND MAINTENANCE MANAGEMENT

OHL's Operations and Maintenance (O&M) Team will deliver consistent O&M services throughout the 52-year concession term. In order to facilitate the delivery of these services, OHL has engaged VMS to perform O&M throughout the construction period and the initial phases of the concession term. This will ensure the O&M Team effectively manages operations, maintenance and renewal work during the entire operating period.

1.2.1.1 PRELIMINARY OPERATIONS MANAGEMENT PLAN

The key to the Operations Management Plan is to provide proven mechanisms for monitoring roadway and corridor operations effectively as well as provide continual condition assessments to ensure performance requirements are met.

O&M Program Key Documents

- Operations and Maintenance Plan
- Traffic Incident Management Plan
- Management and Staffing Plan
- Traffic Control Plan
- Safety Plan
- Maintenance Plan
- Quality Control Plan
- Environmental Compliance Plan
- System Integration Plan
- Renewal Work Plan

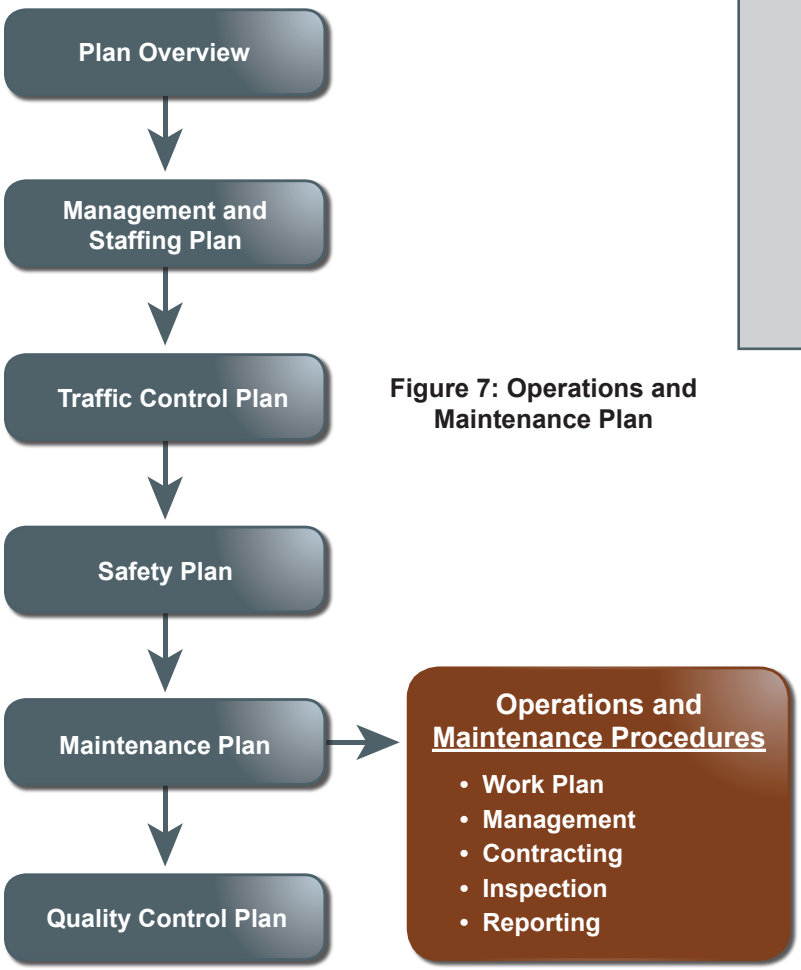


Figure 7: Operations and Maintenance Plan

The O&M Manager will be responsible for overall implementation of the Operations Management Plan as well as the Maintenance Management Plan. Both plans will be in place prior to commencement of services.

The Operations Management Plan will dictate the methods by which management and staff will organize incident response reporting, corridor management, condition preservation, patrols and policing, traffic control and incident management, ITS operations, investigations and analysis

related to incidents, complaints and safety.

The O&M Team has already developed a preliminary document (see example Table of Contents) that will be customized to suit the specific scope of services.

The O&M of this vital roadway link will be successfully performed by strictly adhering to a set of operation and maintenance instructions and procedures which determine the method of work planning, the functional maintenance work, reporting the work plan and work accomplishment to TxDOT, quality assurance of work and health and safety procedures to be followed. These instructions and procedures are contained in a set of key documents that form the basis of the O&M program.

The overarching document for the O&M program is our Operations and Maintenance Plan. This plan is divided into multiple sections, which are in turn plans of their own, delineating specific areas of importance. These are highlighted in the diagram below. From these plans, specific O&M Procedures are developed.

TABLE 11: SCOPE OF SERVICES PRELIMINARY TABLE OF CONTENTS	
TABLE OF CONTENTS	
1.	**O&M Plan Overview**
1.1	Executive Summary
1.2.	General
1.3.	Project Description
1.4.	Approach to Long-term Investment
1.5.	Achieving the Outcomes and Performance Targets
1.6.	Manuals, Standards and Procedures
1.7.	Compliance
1.8.	Continuous Improvement and Innovation
1.9.	Training of Staff and Contracted Service Providers
1.10.	Asset Maintenance Model – Lifecycle Maintenance Model
1.11.	Hazardous Substances Management
ATTACHMENT 1	Glossary of Terms
ATTACHMENT 2	Manuals, Standards and Procedures (Library List)
ATTACHMENT 3	CMA Compliance – Requirements Cross-reference
ATTACHMENT 4	Typical Asset Lifecycles

1.2.1.2 PRELIMINARY MAINTENANCE MANAGEMENT PLAN

OHL will place great emphasis on managing its assets to preserve their functionality, optimize traffic flow, and provide customers with a safe and comfortable travel experience. A collaborative approach with TxDOT, community and our business partners further underpins our long-term approach to maintaining important road infrastructure. The maintenance services will be conducted in a manner that is seamless to the customers and coordinated as an integrated activity with relevant stakeholders.

The Maintenance Plan outlines the philosophy and the asset management strategies that underpin OHL's approach to maintenance, including the planning, scheduling, conducting, and reporting of maintenance activities.

The Maintenance Plan also addresses:

- Asset Inventory, an overview of the assets we manage and maintain
- Performance Targets, outlining the maintenance standards for the project and how they will be achieved
- Routine Maintenance, including routine inspections, preventive maintenance and minor repairs including:
  - Pavements
  - Embankments/cut slopes
  - Retaining walls/guardrail
  - Safety barriers, traffic signs and signals
  - Bridges
  - Drainage facilities
- Asset Management System for maintaining data on all the assets
- Reporting, to include:
  - Work accomplished
  - Highway Condition Report
  - Complaints/Service Requests
  - Subcontract agreements
  - Safety Program for O&M staff

This plan is subject to review and update as operational circumstances require. The O&M Team is committed to continuous improvement. As a result, the Maintenance Plan is a living document that will be updated regularly to reflect changes in technology, work practices, laws and regulations.

The key element of the maintenance management plan is to continually refine the initial work plan to maximize efficiencies across work effort, as well as provide for achieving performance targets.

Although routine maintenance applied correctly can extend the life of an asset, renewal work will ultimately be required to meet performance requirements. Renewal work will be delivered to maximize Project availability and minimize disruption to facility users. The renewal of assets will be driven by the overall efficiency of the assets contributing to the operation of the project. Regular efficiency analysis will be done to determine the frequency for the replacement or refurbishment.

1.2.1.3 OPERATIONS AND MAINTENANCE FOLLOWING SERVICE COMMENCEMENT

The key to a successful asset management program is the ability to transition seamlessly and have prepared a thorough and well-planned program in advance that provides maximum efficiency in sustained operations. Upon service commencement, OHL will focus its efforts on continual refinement of the work plan, oversight of its important programs, such as the incident response, and most importantly, will focus on achieving and maintaining the contract performance requirements.

Transition Period

Following commissioning, the O&M Team will have full operational and maintenance responsibilities for the entire project. This integrated O&M delivery provides continuity and a seamless transition between the two periods for continued performance. As with the construction period, a comprehensive operations program for the operating period of the project has been developed.

Operating Period

During the operating period, maintenance concepts will be applied to O&M work planning to maximize the functional life of project assets while meeting performance requirements. Detailed inspections of randomly selected auditable sections, regular inspection and work needs analysis will verify compliance to the standards as set forth in Table 19-2: Performance and Measurement Table Baseline of Book 3 in the Request for Proposal (RFP). Accordingly, the O&M Team is confident that this high level of service will be consistently met throughout the concession term.

Handback

Upon the completion of the concession term, the Developer OHL will handback to TxDOT a fully functioning facility that is in an operable condition and meets the required outcomes of the agreement.

1.2.1.4 APPROACH TO DEVELOPING A THIRD GENERAL PURPOSE LANE

The approach to developing the third general purpose lane is to minimize both impacts to the users and construction costs. The base scope includes the construction of a minimum of two general purpose lanes with provisions to construct a third lane when the operational triggers are met. The triggers as outlined in Exhibit 16, state that an evaluation will be made each calendar year in which the first Service Commencement Date occurs to determine when the third lane will be constructed. This determination is to be based on the parameters as outlined in the operations management plan as referenced in Section 1.2.1.1. The interim inside shoulder of the base scope general purpose lanes was reduced from ten feet to six feet, allowing the pavement joint to be placed in the center of the lane. This will avoid the wheel path and any unnecessary pavement removal during construction of the third lane. In the area of the ramps the third general purpose lane will be constructed such that no complex phasing or shifting of existing traffic patterns or lanes will need to occur. To minimize impacts when this lane is added, the storm drain is designed to allow interim storm drain inlets to be removed and capped. Bridges and retaining walls have been designed to the ultimate section and would not need to be reconstructed due to the construction of the third lane.

1.2.2 OPERATIONS AND MAINTENANCE QUALITY MANAGEMENT

The O&M Team has established a comprehensive Quality Control Program (QCP). The program is designed to ensure work performed meets TxDOT's specified Operational and Maintenance performance measures. To address the requirements of the RFP Sections 1.2.2.1 and 1.2.2.2 the OHL Team has developed a comprehensive Operations and Maintenance Quality Management Plan for the Facility that encompasses all phases of the Project.

The program consists of two complementary parts, 1) quality assurance, which ensures that processes and procedures yield consistent quality performance across all project functions and 2) quality control, which includes the execution of individual project work elements to ensure achievement of quality standards. Quality control is achieved through sound prosecution of work tasks and comprehensive inspection, while quality assurance is attained through application of the Maintenance Rating Program.

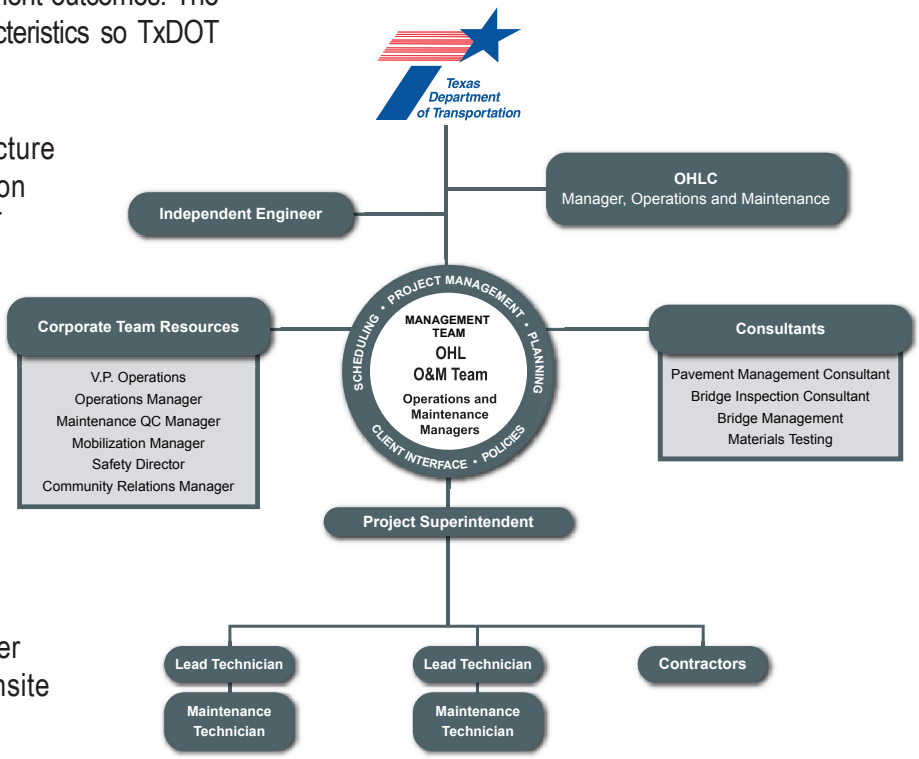
Implementation and operation of the QCP is the overall responsibility of the QCP Managers. For this project, an Independent Engineer will assist with overall project quality oversight. However, the Team will continue to apply its fundamental program internally to ensure a successful program.

1.2.2.1 OPERATIONS QUALITY MANAGEMENT

The quality systems that OHL will use to ensure that contract performance measures are met have been tested and proven to deliver the required asset management outcomes. The systems have built-in reporting characteristics so TxDOT can monitor performance.

OHL has assembled a project structure that clarifies the lines of communication among the O&M Team, OHL, TxDOT and the Independent Engineer. Primary points of contact for communications involving other team members and TxDOT will be limited to two individuals. The Manager, Operations and Maintenance will be the point of contact for contractual, quality assurance and Independent Engineer-related communications, while the Maintenance Manager will be the point of contact for onsite operational communications.

Figure 8: Organizational Structure and Interagency Interaction



The Operations and Maintenance Manager and the Maintenance Manager will be involved from day one, working closely with OHL and TxDOT to guide design and construction plans for long-term maintainability. The expectation is that the optimal staffing will require one Maintenance Manager for Operations and Maintenance, however if the work scope merits, the staffing level will be augmented to separate and manage these functions separately.

Corporate resources include a Mobilization Team, Asset Management Team, Facilities Team and Customer Support Team. These teams are available to the project team members to lend expertise and resources as needed. They provide guidance and support in establishing and implementing effective operations and administrative programs for effective project execution.

In addition to management personnel, the team employs skilled technical professionals, including maintenance superintendents and in-house work crews who perform maintenance work. A complement of qualified local subcontractors will support the program and perform services as required.

The Team's quality plan also includes internal control methods to provide quality throughout our operations, such as incident response, patrolling and ITS back-end operations. The full detail of comprehensive Operations and Maintenance Quality Management Plan for the NTE project is described in Section 1.2.2.2, which explains the approach to integrating quality into work activities.

Independent Engineer

OHL is committed to the Independent Engineer having the ability and assistance necessary in order to conduct monitoring, reviewing, inspection, testing, reporting, auditing and other oversight functions as prescribed in the contract documents and any Independent Engineer Agreements. The Manager, Operations and Maintenance will have the responsibility to coordinate these and any other oversight functions, as required.

Following submittal of the Independent Engineer's quality reports, regular audit reports, reports on performance requirements, the Manager, Operations and Maintenance will meet with the Independent Engineer and discuss potential corrective actions or remedial measures to be implemented to increase total project quality.

Reporting and Tracking

The process flowchart (Figure 9) is a graphical representation of the protocols used to track a deficiency, including notifications, from identification through closeout and reporting to TxDOT.

- Following notification of an asset requiring maintenance or repair, the Team will create and track a unique Problem Identification Number (PID) in the Infor EAM system.
  - A weekly summary of complaints and service requests will be transmitted to TxDOT. The summary will include the date, time, location, injuries, emergency response involvement, originator, action taken and date of action for each entry.
- For items requiring maintenance or repair, a work order will be created and tracked in the Infor EAM system.
  - A site survey will be conducted to identify the need for lane closures or traffic control. When lane closures or traffic control is required all required lane closure request forms will be submitted and approved prior to commencement of work.
- The work order is assigned to either an O&M in-house crew or to a subcontractor.
- The required work will proceed until completion.
  - Daily work quantities will be tracked and entered into the Infor EAM system and allow for accurate reporting as required, or on an ad hoc basis.
  - Through the course of repairs, the O&M Team will complete required weekly and monthly work reporting to TxDOT.
  - Accident/incident reporting will be conducted monthly and include notification of all accidents or incidents related to maintenance services performed by the Team or within a work zone.
- Following completion of the work activities and barring non-conforming work, the work order will be closed out in the Infor EAM system.

The O&M Team will respond quickly to TxDOT's requests for work updates or asset history for any requested timeframe: daily, weekly, or monthly. Infor EAM reporting is in real time and therefore reports can be drawn as often as required.

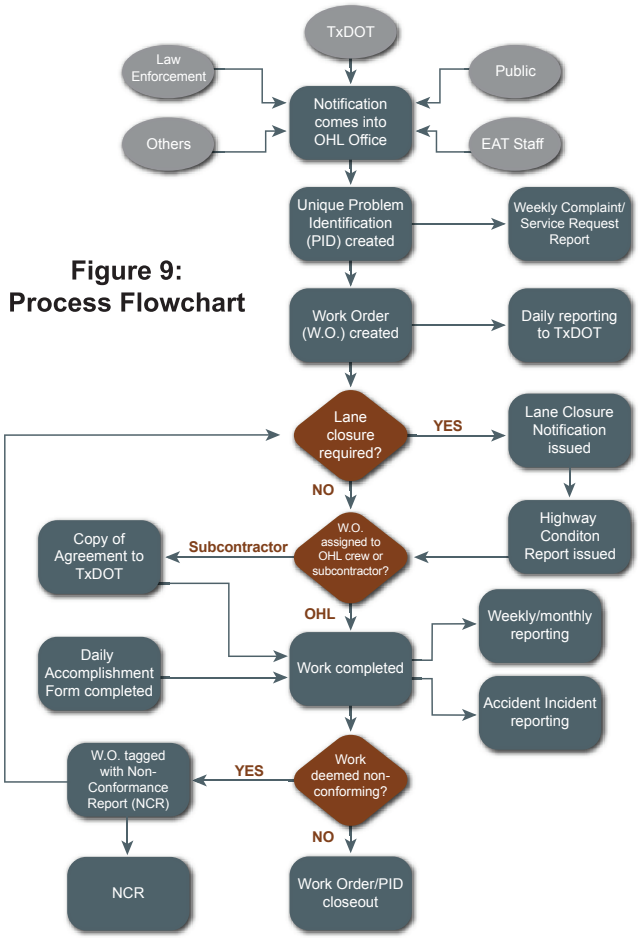


Figure 9: Process Flowchart

1.2.2.2 MAINTENANCE QUALITY MANAGEMENT

The Maintenance Quality Control (QC) Plan provides operations and maintenance procedures and ensures:

- The Project meets performance standards;
- Timely and appropriate completion, maintenance and submittal of project documentation certifying compliance with procedures, policies and standards and specifications.

O&M staff members are properly trained in QC procedures. The Quality Manager will be responsible for the integrity of this plan and of the required work.

Quality Control Functions

OHL's QA/QC program is designed to ensure the work performed meets the clients' specified performance measures and is performed efficiently, effectively and correctly. The Maintenance QC Manager is responsible to independently oversee and assist the Independent Engineer with performance of quality control for the maintenance services in accordance with this plan. The Maintenance QC Manager will conduct internal QC reviews, address items identified by the Independent Engineer and report to TxDOT including:

- An assessment of actual maintenance service achievements versus the planned goals established in the work plan and measures to be taken in the ensuing year to ensure performance;
- An assessment of compliance with various traffic control requirements and limitations, as well as corrective measures taken to correct breach or violations of the requirements and corrective measures necessary to prevent future breach or violation of the requirements;
- An assessment of non-conformance items, corrective actions and all tracking and reporting requirements.

Quality Inspections

Quality inspections form the foundation of the QA/QC program. Qualified personnel are trained on inspection tasks and standards and oversee maintenance activities in the field and conduct daily quality control inspections. Regular inspection reports assess conditions, materials and quantities and progress. Inspection results provide quality control and drive individual task quality results. These quality inspections ensure that the Team is responding adequately to project needs to meet performance specifications.

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6.	**Maintenance Services Quality Control Plan (QCP)**
6.1.	Executive Summary
6.2.	General
6.3.	Overview
6.4.	Approach to Quality Control and Quality Assurance
6.5.	Monitoring Performance
6.6.	Demonstrating Compliance with Performance Outcomes
6.7.	Procedures Applying to Routine Maintenance Activities
ATTACHMENT 1	Glossary of Terms
ATTACHMENT 2	Quality Statement
ATTACHMENT 3	Visitation Report Form
ATTACHMENT 4	Operational Control Review Checklist
ATTACHMENT 5	Non-conformance Report Form
ATTACHMENT 6	Corrective Action Request Report Form
ATTACHMENT 7	QP 3.0 Control of Quality Plan/Procedures
ATTACHMENT 8	QP 3.1 Development of Procedures
ATTACHMENT 9	QP 4.0 Document Control Procedure
ATTACHMENT 10	QP 5.0 Control of Inspection Planning
ATTACHMENT 11	QP 5.1 Design Change Control
ATTACHMENT 12	QP 5.2 Inspection and Test Plan
ATTACHMENT 13	QP 6.0 Inspection and Testing
ATTACHMENT 14	QP 6.1 Inspection Procedure (instructions)
ATTACHMENT 15	QP 6.2 Control of Special Processes
ATTACHMENT 16	QP 6.3 Control of Testing
ATTACHMENT 17	QP 7.0 Material Control
ATTACHMENT 18	QP 7.1 Receiving Inspection
ATTACHMENT 19	QP 9.0 Control of Measuring and Testing Equipment (M&TE)
ATTACHMENT 20	QP 11.0 Control of Quality Records
ATTACHMENT 21	QP 12.0 Training and Indoctrination
ATTACHMENT 22	QP 13.0 Audits

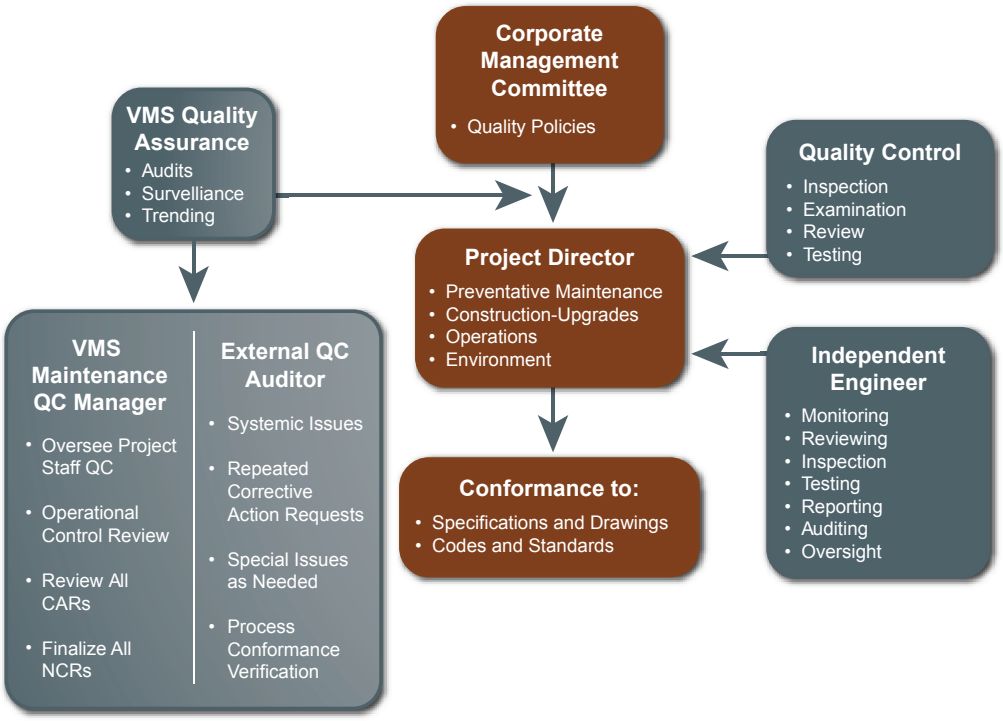
Audit Inspections

The Team will conduct detailed inspections at periodic intervals (no less often than quarterly), rating aspects of randomly selected sample roadway assets (each inspection will include no less than 5% of the total available auditable sections). The rating indicates whether performance objectives are being achieved. A baseline evaluation performed at the start of the

project establishes a benchmark of the current system condition. Once the benchmark has been established, component goals are defined for the desired overall rating.

During the early period of the contract, managers, inspectors and work crews perform work needs surveys. The work needs developed during these surveys are cross-referenced with inspection results. This ensures that the work efforts are focused on the proper areas.

Figure 10: Quality Program Functional Interfaces & Activities



After an initial audit inspection is performed, the Team will analyze the results to ensure that the work plan is achieving desired results. The work plan can then be adjusted as needed to account for any variances and to ensure overall goals are met. Using this iterative process of evaluating inspection scores, performing work needs surveys and performing the adjusted work plan, the prescribed performance scores will be met.

The Team will perform an in-depth review of each subsequent inspection and note trends in element and characteristic scores. These trends will identify the work efforts that need to be reallocated from one area of emphasis to another. Managers, inspectors and work crews will continue to perform work needs surveys identifying other areas of work. Managers and inspectors will also conduct targeted inspections on such assets as traffic and safety items. Those targeted inspections will also add input to the need to adjust and reallocate resources as necessary to increase and maintain the required scores.

Self-Monitoring

The O&M Team will perform self-monitoring of the project to assure compliance with the performance requirements. Monitoring involves ensuring that assets comply with the expected condition and where non-compliances are noted that they are remedied within the allotted cure period.

Inspection and Test Plans, Instruction Procedure and Checklists

Each work activity will be properly planned. Inspection plans, procedures and checklists will be issued to the Maintenance Superintendent and the subcontractor, if applicable. The actual performance of the work will be preceded by a work meeting to review procedures, traffic controls, safety, materials and equipment.

Physical Inspections / Managerial Oversight

OHL has a comprehensive inspection program that helps to monitor procedural compliance. This begins at the lowest level. The lead technicians will oversee and verify that the work performed by technicians follows

proper procedures and methods. The Maintenance Superintendent will make random site visits to verify that approved procedures are being followed. This pertains to both in-house crews and subcontractor performed work. This is followed by an on-site inspection that will verify that the quality of the finished work is acceptable. The O&M Project Manager is responsible for final acceptance of the work.

Procedure Training

Staff will be trained in the proper procedures of work performance for their area of responsibility. This will include applicable reference documents such as: TxDOT Standard Specifications, TxDOT maintenance manuals, manufacturer's recommendations, National Electrical Code, etc. This training will also include any updates to these reference documents.

1.2.3 OPERATIONS AND MAINTENANCE TECHNICAL SOLUTIONS

1.2.3.1 ROADWAY OPERATIONS

a. Detection and Response to Emergencies, Hazardous Weather, Breakdowns, Accidents and Incidents

Coordinated traffic incident response begins with a well coordinated plan. The O&M Team will develop the NTE Coordinated Traffic Incident Management (TIM) Plan. The TIM Plan provides the foundation for the overall incident management program. This planning and operations document details the relationships, roles, and responsibilities of each TIM responder and strategies to respond to, investigate, and clear traffic incidents in a safe and expeditious manner.

The initial thrust in developing a coordinated traffic incident management program, from the TMC operations perspective, is developing the TMC Traffic Incident Management Standard Operating Procedures manual. This manual details the procedures that are an integral part of the training for the operations staff. It is an established goal of our training programs for the procedures to become second nature to the operators and not just be available in a document for reference purposes.

Incident Response System

- Timely detection and deployment
- Appropriate response by fully-trained and equipped personnel
- Coordination and Communication
- Accurate Reporting

Detection

The ITS Operator's role is to locate the traffic incidents as they occur, identify the cause and communicate the problem effectively to the O&M field service personnel. The next step is to warn motorists with the Dynamic Message Signs. While the operator is entering the information, the ATMS will automatically document the incident. Once message signs are posted, the Operator will proactively monitor the traffic backups related to the incident. The Operator will continue to monitor the incident as well as upstream and downstream road areas and advise the field personnel of any changing information.

Incident detection on IH-820 will come from visual monitoring of the CCTV by the operators, automated incident detection systems, routine patrol observations and imported incidents from the police computer-aided dispatch (CAD) systems. The proposed system software will provide an automated speed-based incident detection algorithm (SBIDA), which does not require any particular spacing of detectors. The detection parameters will be

tuned to the traffic characteristics of IH-820 as part of the operations process. In addition to visual and automated detection, the system software will be able to import traffic-related CAD events from the police. In all cases, the operators using the CCTV cameras will visually verify suspected or reported incidents. Incidents and events will be communicated with other ITS elements via the systems center to center interface.

When not working active incidents, operators will be monitoring the field maintenance personnel radio traffic, CCTV's and the ATMS for changes in traffic conditions and looking for unscheduled roadwork.

There are six steps to the operations procedures that our team employs in centers around the country. They are:

1. **Isolate:** Continually monitor the system to find events that impact normal traffic flow specifically investigating abnormal congestion for the cause of the incident.
2. **Investigate:** Using the cameras, verify roadway, direction, lanes impacted and type of incident and FIND the beginning of the queue. Start an Incident Report.
3. **Initiate:** Turn on DMS as quickly as possible and verify the message is entered correctly BEFORE displaying it publicly. ***This is how the public will judge and rate the overall system.***
4. **Communicate:** Let field personnel, emergency personnel and police know of what you have found as quickly as possible. Continue to update field personnel of any changes.
5. **Anticipate:** Continually monitor the scene and know what the extent of the queue is. Watch for extra lanes to be taken in an injury accident or a shoulder incident to become a lane blockage.
6. **Terminate:** When the roadway returns to normal, terminate the event using the software.

Equipment and Personnel

The primary goal in incident response is to support site operations and to restore service as quickly and safely as possible after the event. The Manager, Operations & Maintenance, or designated staff, will serve as the primary point of contact and has full authority to respond to incidents articulated in this plan on a 24-hour basis.

In addition to the team's expertise, incident responders will have access to up-to-date reference materials available, including TxDOT manuals, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Guidelines for Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo), the North American Emergency Response Guidebook and internal Incident Response Manual with plans and drawings to help determine detour routes as needed.

The O&M Team will be equipped with the necessary vehicles, tools and resources to enable appropriate response to various incident types. Equipment will include crew pick-up trucks, supplemented by subcontractors. The crew trucks are generally outfitted with flashing beacons, arrow boards, flares, reflective cones, sign stands and other emergency response equipment. Heavy equipment, such as front-end loaders, cranes or bulldozers will be engaged through local subcontractors, when necessary.

The field personnel will cross function to maximize efficiency by providing asset monitoring through windshield surveys; clearing disabled vehicles from the travel lanes, ramps and shoulders; changing flat tires; and removing minor non-hazardous spills and debris from the highway. Additionally, they will assist the Texas Highway Patrol (TxHP) by providing maintenance of traffic (MOT) during incidents.

Typically, active field personnel will be the first responders to roadway incidents and will act as the Incident Response Coordinator and will report real-time incident conditions to TxDOT's Public Information Officer (PIO) when conditions warrant. The Incident Response Coordinator will assist responding agencies, coordinate the MOT and serve as a liaison between OHL, other agencies and TxDOT resources.

The ITS Manager will devote attention to reviewing available data such as TxHP's dispatch and incident

reports and Sheriff's Office data, including 911 logs for calls to the interstate. The ITS Manager will also be responsible for management of the Incident Management Team, including the Severe Incident Response Vehicle (SIRV). Following major incidents, the ITS Manager will be responsible for maintaining the SIRV Team Incident Report. This report will be completed and submitted to TxDOT within 24 hours of the incident. This report will include, but not be limited to:

- Details of the initial notification;
- Time of arrival on the scene of the incident;
- Identity of the Incident Commander;
- Description of the incident;
- Determination of whether hazardous material is involved;
- Required traffic control;
- Damage to the facilities;
- Identification of the responsible party;
- Time the scene was cleared and the system was made available.

Rapid Incident Scene Clearance (RISC)

The O&M Team will have towing service contractors under on-call contracts and available when needed, 24-hours a day, seven days a week and every day of the year. These companies have equipment ranging from tow trucks to "roll backs" to tractor trailer "big boy" type tow trucks.

The O&M Team will expedite the removal of vehicles, cargo and debris from the roadways on the facility to restore, in an URGENT MANNER the safety and orderly flow of traffic following a motor vehicle crash or incident.

Coordination and Communication

Reliable communications are vital when responding to an incident. The O&M Team will coordinate with appropriate agencies, including District maintenance unit personnel, local, regional and state emergency management officials, and federal officials as required by TxDOT. Prior to the start of work, the project team will meet with TxDOT's Project Coordinator and other TxDOT personnel to review in detail the goals and objectives for the contract and to agree upon the lines of communication to be used to handle various activities and incidents.

The incident first responders will be equipped with area-tested cellular phones so that on-site staff can communicate anywhere at any time. In the event that cellular phone service along the facility corridor is interrupted or becomes inconsistent, 24-hour phone rosters will be available for contacting landlines as a back-up. The combination of the cellular phones system and back-up landlines provide the redundancy necessary to ensure 24/7 communications.

At major incidents, the SIRV Coordinator will act as the on-site commander that will communicate directly with other agency site commanders and the unified incident commander. This will allow an immediate flow of communications on-site in order to quickly resolve issues and concerns. After an incident has occurred, the O&M Team will provide comprehensive follow-up reports to TxDOT. We will assist with coordination of and will attend post-incident review sessions. These sessions are critical to review the communications process and to evaluate potential improvements. The reviews are a team effort to enhance operations on future incidents.

Specific Incident Response Types

Based on the O&M Team's extensive experience, plans have been developed for responding to the three main incident types:

- Vehicle crashes;
- Hazardous materials spills;
- Natural disasters.

Vehicle Crashes

The density of traffic and the number of travelers along the project increases the opportunity for incidents. Additionally, the project will be under construction the first five years of the term, adding to the need for intensive incident response coordination among OHL's Team and for establishing alternate response routes along the project corridor.

When the emergency response vehicle arrives on the scene of a severe crash, on-site personnel will secure the area using traffic control signage, reflective cones, arrow boards and other safety and directional equipment as appropriate. Personnel will then concentrate on clearing the site. For serious crashes that may require extended lane closures, the team will make provisions for more extensive detours and for personnel to remain on-site until it is cleared and traffic flow is restored.

Hazardous Materials Spills

In the course of O&M activities, the O&M staff will be trained in the use of the North American Emergency Response Guidebook. This guidebook provides a back-up resource for implementing safe practices. In addition, we will follow the Guidelines for Mitigation of Accidental Discharge of Motor Vehicle Fluids (Non-Cargo) if a spill occurs along the project. The staff will be trained in proper response to unknown hazards. Safety training stresses that any incident, particularly one involving commercial vehicles, may contain hazardous materials and staff are trained to approach incident scenes with caution to protect themselves and the traveling public.

The O&M Team will work with HazMat subcontractors, TxDOT, local and governmental agencies as needed to mitigate hazardous materials spills and the Incident Response Management Team will provide general oversight and proper traffic control.

Natural Disasters

The O&M Team has responded to numerous natural disasters on other similar roadway contracts. The O&M Team will participate in test-runs, coordinated planning, training and dry runs with other area agencies and responders, and will prepare alternate routes and coverage areas for crew operations in the event of such an event and the loss of communications. The O&M Team will actively participate in contra-flow exercises by assigning adequate resources for both table top exercises as well as field exercises. We will develop standby contracts with traffic control contractors in order to secure the timely implementation of the plan. The development of these contracts and the training of project staff will be scheduled before the start up of the project.

b. Liaising and Handling of Emergency Services

The Emergency Event Communications Plan which will be created as part of the Public Information and Communications Plan and will stipulate the protocols to be used for team and TxDOT communications, as well as media and external communications during an emergency event. This plan, which will be developed in conjunction with TxDOT staff, will incorporate appropriate notifications of TxDOT District personnel, including the Public Information Officer (PIO). Mock drills will be conducted to ensure all project team members are familiar with emergency communication protocols.

The OHL Team member Telvent, wrote the book on coordinated traffic incident response. From its work in developing the TIM Train-the-Trainer program for the Dallas/Fort Worth Metroplex in 2005, Telvent understands the competing goals and issues of the various local responders, and how to best address them in a coordinated plan.

Traffic Management Center (TMC) operations staff will be designated to maintain an open dialogue with emergency services first responders. Post-incident briefings provide an opportunity to refine emergency response procedures, including communication, coordination and cooperation. Joint training exercises are also designed to acquaint all first responders with each other's role and responsibilities.

The requirements of the salvage and recovery tow provider will allow the contractor to handle abnormal vehicles as a matter of normal routine business duties.

The response vehicles will carry products that will minimize spills and contamination, e.g., absorbent material for soaking up and removing spilled vehicle and other fluids.

c. Traffic Management and Operation of ITS Systems

Prior to the commissioning of the NTE TMC, a set of standard operational procedures (SOP) will be developed to detail the detection and response procedures for all foreseeable events. The SOP will include predetermined response plans by location for lane or full road closures, special events and recurring congestion. The system software will provide operators with decision support tools to assist them in selecting the appropriate response. In addition, operators will be trained to enable them to develop ad hoc traffic management responses for special cases. The SOP will require close coordination with TxDOT, TransVision and local agencies on all traffic management actions.

NTE TMC operations include the management of traffic by performing actions such as coordination with other agencies (e.g. TxDOT, Fort Worth district, FSP, 911, EMS, fire, and police), traffic record keeping, traffic data fusion, analysis of real time traffic information, and dissemination of timely and reliable traveler information.

Effective day-to-day operations require the TMC team to perform a number of basic tasks and administrative procedures. These tasks and procedures include:

- Maintaining the continuity, integrity, and efficiency of traffic management operations and data generated by the ATMS;
- Communicating and coordinating with affected agencies and organizations such as TxDOT, FSP, local police, fire and EMS;
- Obtaining, retaining, processing, analyzing, manipulating, and archiving data collected by the ATMS;
- Providing for system security, operations and administration of the ATMS software, hardware, databases, local area computer networks (LANs), communications system, servers, etc.;
- Reporting on performance measures that can effectively be collected and analyzed by the ATMS such as traffic data and incidents;
- Quality assurance as to the adherence to project requirements, policies and procedures.

OHL will develop and implement a detailed Maintenance Work Plan in order to ensure a safe, reliable, and cost effective ITS. In particular, the Maintenance Work Plan will address the following:

- The need to conduct routine and scheduled maintenance in a way that does not significantly impact the safety or availability of the project.
- The diversity and extremes of the weather (heat, sunlight, heavy rains) that the Fort Worth area encounters.

As part of the preventive maintenance work, OHL will review work needs and deficiencies to determine if existing root-cause issues can be remedied. Root-cause evaluations look at where and why problems occur and search for the underlying causes and recommend fundamental fixes, not just simple repairs to address the symptoms of the problem. ITS maintenance focuses on extensive monitoring and system reporting to identify potential failures in advance. Devices identified as containing a potential fault will be proactively replaced with a spare. Once the potential for a fault has been addressed the potentially defective device will be analyzed for the cause of the failure and the information recorded. In cases where a specific model of device consistently presents a problem, an alternative model will be identified and phased in. Maintenance technicians will work with the TMC operators to identify deficiencies and ensure that CCTV, MVDS, and DMS are operating correctly and that any adjustment or fine tuning needed is made on a timely basis.

d. Accident Analysis and Implementation of User Safety Improvements

Accident analysis will be handled through our software system by data collection under a parameterization based in time, position, weather conditions, traffic status, type of vehicle, type of driver, cost of accident. Through statistical analysis and driving patterns over time, it will be possible

to detect a type of incidence on the road under a probability to occur in different scenarios. Once a new trend in any spot has been perceived, if collaboration is needed, OHL will discuss it with local authorities and traffic managers. If not, it will increase user safety by the suitable warnings to drivers. This approach will evolve in time along the concession to adapt to new regulations and vehicles.

e. Roadway Policing

At the entrances to the facility, signs will be posted alerting motorists that all applicable traffic laws apply on the facility property. Owner of the facility agrees to seek legislation, if needed, prior to the opening of the facility, to ensure legal authority exists to enforce public traffic and other laws on the privately operated facility.

The TIM Plan will address the operational procedures necessary for local law enforcement agencies with policing authority within the corridor to coordinate operations with OHL.

The O&M Team has extensive experience leading to proven methods in providing incident response on roadway projects, including toll facilities. TMC Supervisors and staff will be on-call 24/7, 365 days a year to provide appropriate resources and traffic control for incidents on the project. The O&M Team also will coordinate with the appropriate incident response agencies in the area prior to project commencement as well as throughout the project.

The O&M Team will coordinate with local law enforcement and emergency management organizations during its mobilization phase to ensure they are aware of the program and work to foster cooperative relationships for dealing with emergencies, including accidents/incidents and hazardous materials spills. Following notification of an emergency incident, the TMC will dispatch appropriate staff and equipment to manage, document and assist in clearing an incident. Each incident will be documented in an Accident/Incident Log. The log contains the date, time, location and description of the incident along with a list of other responding parties.

Reports on third party claims typically are received from the Department of Public Safety (DPS) and will be completed daily by the Zone Superintendent. Reports include: date, time, location, road and weather conditions, direction of traffic, name and contact information of involved parties and witnesses, names and contact information for any law enforcement involved, name and contact information for insurance companies for parties involved and description of damage. If not provided, the Zone Superintendent will inspect the site and provide time-stamped photographs of damage. In addition to the police crash report, either the Zone Superintendent or the Emergency Response Coordinator is responsible for completing an asset damage report.

The typical process includes:

- Submittal to Claims Processor of Asset Damage Report (submitted by Zone Superintendent or Emergency Response Coordinator);
- Submittal of Police Crash Report to Claims Processor;
- Creation of invoice based on work order report (logged and tracked into claims system);
- Reconciliation of invoice amounts with subcontractor or in-house materials costs (dependent upon how the work is accomplished);
- Reimbursement request correspondence to appropriate collection point (insurance agency, individual, etc.);
- Follow up correspondence/documentation, as required.

1.2.3.2 MANAGED LANES TOLLING OPERATIONS

a. Description of Operations

A central facility is planned on the eastbound frontage road near IH-35W that will house the central processing equipment and toll operations staff who are responsible for the care and processing of the toll system. All data collected from the managed lanes toll sites will be sent here, processed if required by image reviewers, and then prepared and forwarded to the NTTA for billing to the respective customers.

Toll rates will be set in the system by the operator in accordance with a toll scheme. Initially the toll rates will be set statically, but will become dynamic and will vary in accordance with the volume of traffic and other conditions of the managed lanes segments.

The operations center is also home to all ITS monitoring and dispatch functions. Here we will deploy a traffic monitoring center that will track the usage of the facility including video displays of real-time traffic. Incidents identified will cause alerts to emergency services as needed and will be tightly integrated with Fort Worth. Additionally, all field components of the Toll System and associated rate signs are monitored by a fully integrated Maintenance and Monitoring System (MOMs). This system continually monitors the health and availability of every component and can report a failure of critical components within minutes to the necessary service and repair staff.

Our operations center also houses the management team, ultimately responsible for the day-to-day activities as well as financial and programmatic issues associated with the successful partnership with TxDOT.

b. Limits of the Toll Segments

Road Segment 1 includes the managed lanes from the intersection of SH 820 and IH-35W to SH 26, having a total length of approximately five miles. There are essentially two toll segments in each direction with an implied division near US 377. A trip from the one terminus to the other will pass through two toll sites and the combined toll collected will be equivalent to the total length of the facility multiplied by the toll rate per mile. Shorter trips may pass through one toll site, however, in our configuration it is not possible to avoid at least one toll point.

c. Locations of the Gantries

The placement of the toll sites was chosen to maximize the space in the managed lanes so that declaration could be safely performed in the managed lanes and not outside of the ROW as envisioned in the initial plans. Our toll sites consist of a fully integrated declaration area and are designed consistently such that a user of the facility does not have to consider complex maneuvers and of-site areas.

d. Toll Signs and Advance Toll Information Signs Location

Please refer to the attached drawings showing all signing in plan view.

e. Declaration Zones

In the preliminary plans and schematics received in the RFP, declaration lanes were envisioned outside of the ROW, and, in particular, would not be able to provide HOV declaration for most of the traffic. In fact, many of the long trips would not provide any declaration opportunity. Our approach is to simplify the declaration area, reduce the infrastructure footprint, and facilitate movement and re-alignments in the case where a site must be widened as the facilities and managed lanes grow outward in the later years of the concession.

At a toll site, a driver wishing to declare their HOV occupancy will be required to make a safe movement to

the left-most lane. Overhead signs in the left-most lane will direct HOV users into this lane at certain times when a discount is offered. The signs are a hybrid of static and variable components, and can indicate a HOV declaration and required movement when appropriate. In this way, the operator of the facility can direct HOV declaration and consequential discounts, both in accordance with a schedule, and as necessary to modulate the traffic and managed lanes usage.

The toll equipment at a toll site and in the HOV declaration lane will record the vehicle's transaction, and associate that transaction with a HOV toll rate.

f. Location of Enforcement Zones

The solution for enforcement is to provide a safe area near the toll sites, protected by concrete traffic barrier, from where an enforcement officer can safely park a cruiser and can watch the traffic as it uses the HOV lane. From the perspective of the officer, they will be able to turn towards oncoming traffic (protected by concrete) and monitor those cars that use the HOV lane. They will be able to make an indication to the driver and can take note of plate data, or elect to pursue the vehicle. The operational plan for enforcement will be developer by others and is not known, however the OHL Team will provide handheld technology that allows the officers to query the toll system and obtain images and toll records to aid in the justification of an action on the road.

We have positioned the enforcement immediately downstream of the declaration sites and have included sufficient area for an officer to safely observe the traffic and the declarations, while positioned to react and potentially apprehend the offenders.

g. Required Enforcement Equipment

Our initial deployment will include handheld devices with cellular interface that allow the user to query the toll system to obtain images and data that will justify an enforcement action. While the toll system will not initially record detected occupancy, it will nevertheless produce evidence of lane position and a record of a vehicle transiting the site. Our philosophy is to keep this simple and ensure that the enforcement officers can safely observe traffic and pull over offenders when they see a non-HOV user using the declaration lanes.

h. Managed Lanes Performance Monitoring Methods

The managed lanes tolling and ITS solution includes a fully integrated Maintenance and Management System (MOMS) that actively queries the health of all technology deployed. In addition, the system collects statistics and trends and can generate alerts when a negative trend is detected.

Our Operations Center also collects traffic data from vehicle detectors located in the Managed Lanes and General Purpose Lanes. This data is compiled and presented at the OHL Control Center and made available to other Traffic Control Centers via center-to-center specifications.

Using the traffic data and camera system the operators can monitor the flow of traffic to ensure that flow is exceeding the 50 mph requirement, and further that incidents are quickly detected are emergency plans are executed.

The operations management team has access to reports and the raw data to perform further analysis. These tools ensure that the system performance is maintained correctly and efficiently.

i. Toll Rate Changes

Initially the toll system will use a static toll price scheme. We have examined the corridor and proposed location of toll sites and selected those where we feel the system will provide a balanced toll schedule. Our examination included a review of all entry and exit combinations and the total length (or value) of the journey.

When the system moves from a static (per mile) to a dynamic per mile (per segment), the location of the toll signs becomes ever more important. Our philosophy is to provide a toll rate sign at all decision points on the Managed Lanes and into the managed lanes. This includes just prior to exits and at all entrances. This deployment has important advantages in that we can now set dynamic toll rates based on the traffic flow in the segment leading up to a toll site and affect drivers at locations where they may react in accordance with the pricing. Locating these toll rate signs near exits will present the option; "Continue and pay $x, or exit." In practice, as the price is increased, more drivers will take the exit. This thereby allows us to very carefully modulate the traffic pricing and, in so doing, affect the throughput in the managed lanes segment by segment to achieve the required throughput.

The Draft Tolling Plan is included in the Appendix, page D-51. Important points of this plan are summarized in the paragraphs that follow.

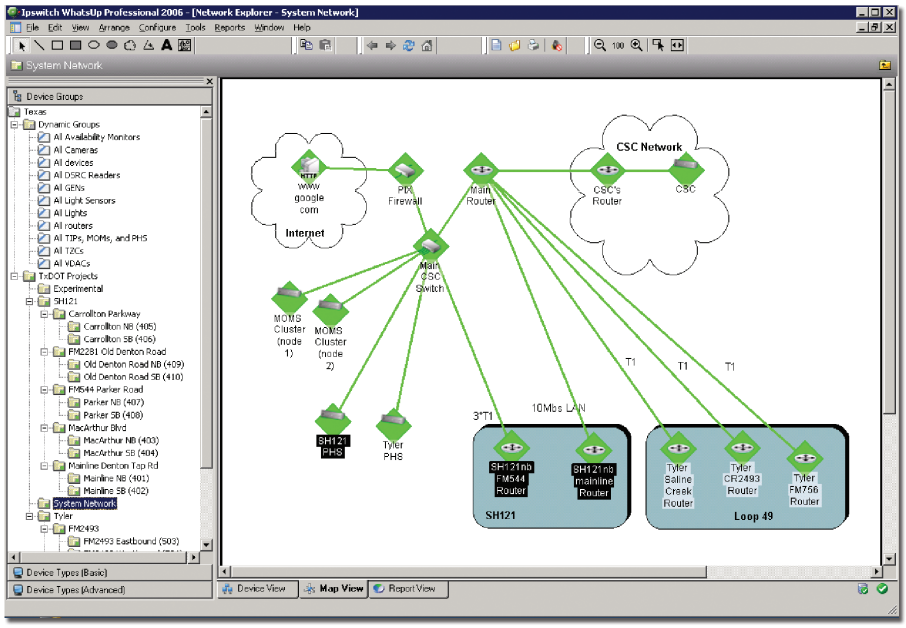
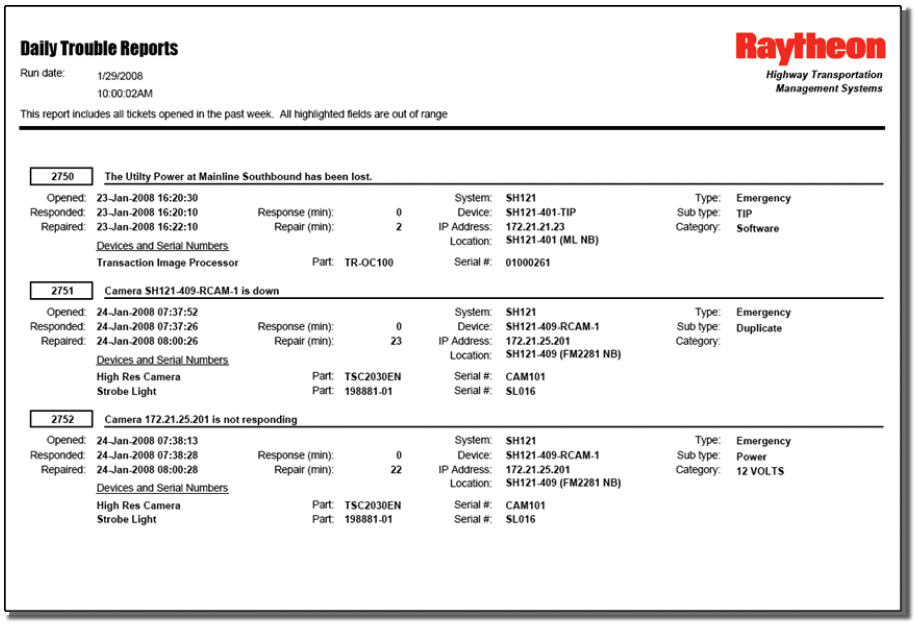


Figure 11: MOMS System Monitor Deployed for TxDOT



Daily Trouble Reports

Raytheon
Highway Transportation Management Systems

Run date: 1/29/2008
10:00:02AM

This report includes all tickets opened in the past week. All highlighted fields are out of range

2750 The Utilty Power at Mainline Southbound has been lost.

Opened:	23-Jan-2008 16:20:30			System:	SH121	Type:	Emergency
Responded:	23-Jan-2008 16:20:10	Response (min):	0	Device:	SH121-401-TIP	Sub type:	TIP
Repaired:	23-Jan-2008 16:22:10	Repair (min):	2	IP Address:	172.21.21.23	Category:	Software
	Devices and Serial Numbers			Location:	SH121-401 (ML NB)		
	Transaction Image Processor	Part:	TR-OC100	Serial #:	01000261		

2751 Camera SH121-409-RCAM-1 is down

Opened:	24-Jan-2008 07:37:52			System:	SH121	Type:	Emergency
Responded:	24-Jan-2008 07:37:26	Response (min):	0	Device:	SH121-409-RCAM-1	Sub type:	Duplicate
Repaired:	24-Jan-2008 08:00:26	Repair (min):	23	IP Address:	172.21.25.201	Category:	
	Devices and Serial Numbers			Location:	SH121-409 (FM2281 NB)		
	High Res Camera	Part:	TSC2030EN	Serial #:	CAM101		
	Strobe Light	Part:	198881.01	Serial #:	SL016		

2752 Camera 172.21.25.201 is not responding

Opened:	24-Jan-2008 07:38:13			System:	SH121	Type:	Emergency
Responded:	24-Jan-2008 07:38:28	Response (min):	0	Device:	SH121-409-RCAM-1	Sub type:	Power
Repaired:	24-Jan-2008 08:00:28	Repair (min):	22	IP Address:	172.21.25.201	Category:	12 VOLTS
	Devices and Serial Numbers			Location:	SH121-409 (FM2281 NB)		
	High Res Camera	Part:	TSC2030EN	Serial #:	CAM101		
	Strobe Light	Part:	198881.01	Serial #:	SL016		

Figure 12: Trouble Tickets

1.2.3.3 ROUTINE MAINTENANCE

a. Life Cycle Cost Analysis

Life cycle cost analysis is based on several factors:

- Expected life of constructed asset or element (years)
- Cost to repair / replace asset or element (dollars)
- Term of project (years)

A detailed assessment of initial costs, short- and long-term maintenance and timely, effective replacement activity is necessary to derive the most efficient overall project life cycle costing.

Assets will be returned to the Department with the residual life required in the Request for Proposal. Calculations of residual life will be performed by the O&M Team and will be submitted to TxDOT to ensure that the methodology utilized to calculate residual life is acceptable to TxDOT. Specifically, the residual life of each asset at handback will be as follows:

- We will use industry standards, manufacturer's life cycle and other market conditions to prepare a residual life calculation method for each asset.
- All assets will be tested and inspected to assure their correct condition and performance.
- All the test procedures will be included inside the Handback Evaluation Plan that needs to be approved by TxDOT.

b. Maintenance Yard(s) and Facilities

OHL anticipates locating the permanent project facility (also referred to as the Transportation Management Center or TMC) at the southeast corner of the interchange of IH-35W and IH-820. This particular location ensures quick and efficient vehicular access in any direction. The parcel is surrounded by IH-35W to the east and Melody Hills Drive to the south.

OHL's initial approach is to purchase this parcel to house the facilities. The building facilities would be entirely built by the DB Team according to the TxDOT's requirements and will be divided in operational areas such as: concessionaire management and key personnel, operations and maintenance, ITS, tolling, independent engineer and TxDOT staff.

At the end of the concession term, the assets would be handed back to TxDOT at no cost. The area requirements of the Temporary and Permanent Facility are located in the Appendices, page D-70.

The approximate layout of the Permanent Facility is located in the Appendices, page D-71.

c. Specialized Maintenance Equipment List

The O&M Team will utilize specially designed crew vehicles to support the routine maintenance activities under the contract. For specialty maintenance or ice control, the O&M Team will utilize subcontractors with appropriate specialty equipment as needed to perform required services. OHL's O&M maintenance equipment will be composed of:

TABLE 13: MAINTENANCE EQUIPMENT

Description	O&M Team
Crew work vehicle – custom designed ½ ton extended cab pick-up (4x4) equipped with strobe lights and arrow-board, sign holder and tool-box	1
Crew-bucket truck equipped with crane, strobe lights, mounted arrow-board	2
Medium duty flatbed truck (regular cab), equipped with strobe lights, arrow board and truck mounted attenuator	4
Support vehicle, SUV equipped with strobe lights	1
Sweeper, vacuum type	1
Trailer mounted arrow-board	3
Trailer mounted variable message sign	3
Trailer mounted light tower	2
Others (number to be required according to maintenance needs)	-

d. Supply and Management of Maintenance Spare Parts

Spares analysis will focus on what should be available to assure effective delivery of maintenance operations. The storage locations and procurement options for these spares as well as inventory levels will be defined during this process.

The decision for replacement of obsolete equipment will be made by analyzing escalating maintenance costs with the initial outlay and added complexity of converting to a new product or standard. The O&M Team will ensure that the appropriate equipment or materials are available to support the operations and maintenance efforts and ensure contract compliance.

e. General Cleaning Activities

Through direct observation, contact by other motorists or contact by the Transportation Maintenance Center (TMC), maintenance staff will respond and remove debris in the traveled portion of the roadway. The O&M maintenance crews will be available 24/7 to ensure quick and efficient responses to debris calls, as well as addressing these issues during their daily routine runs. On-call staff lives strategically throughout the corridor so that response is timely during and after normal work hours. It is the maintenance team's practice to dispose of debris through properly licensed landfill areas. If the debris is too large for the driver to remove, then the contract tow company will be called to remove the debris.

The O&M team is aware that aesthetics is a measurement by which the average motorist evaluates the effectiveness and efficiency of maintenance services. The team will utilize in-house crews and subcontractors as necessary to provide scheduled/mechanical sweeping operations in accordance with the performance requirements of the contract.

All abandoned vehicles will be checked and tagged by the maintenance drivers when detected or dispatched. Signs posted at the entrance to the facility will alert motorists of the enforcement of traffic laws, will also state that abandoned vehicles will be removed immediately.

The maintenance team's personnel will focus on the immediate removal of graffiti in accordance with the project's timeliness requirements. This has been effective on our other projects in reducing or eliminating repeat offenders. Graffiti will be removed with a combination of sand blasting, pressure washing, chemicals, mortar slurry or paint, as appropriate to the surface.

f. Traffic Management During Maintenance Work

A key element in maintenance services on the project is traffic control operations. The maintenance team is committed to maintaining safe, efficient travel for roadway patrons as well as a safe working environment for its project staff during all maintenance operations. To accomplish this, the maintenance team will adhere to a strict, comprehensive traffic control plan. This plan centers on the standards and procedures as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and appropriate state manuals and traffic control devices meet current TMUTCD, NCHRP and state standards. Operations will be conducted in accordance with TMUTCD and project staff is trained in routine traffic control operations and safety. To support this effort, the maintenance team has on staff a dedicated Safety Program Manager as well as other professionals trained in specific safety areas. The team has instructors certified by the American Traffic Safety Services Association in worksite safety as well as registered flagger instructors. Project staff will be trained and experienced in the proper installation, maintenance and removal of traffic control devices. Lane closures will be scheduled around peak hours, holidays and special events as appropriate to reduce traffic delays and increase safety. The maintenance team will work closely with TxDOT during planned and emergency lane closures to ensure contract requirements are met and assets are returned to safe operating condition as soon as possible, providing the least disruption in service to the roadway patrons.

Prior to commencing any activity under the contract that will require a major diversion of traffic (e.g., road closures, ramp closures and detours), the maintenance team will furnish a Temporary Traffic Control (TTC) Plan to TxDOT for review and approval. The maintenance team will utilize the TTC Plan for any road or ramp closures and will provide lane closure information to TxDOT for placement in its notification system. Certified personnel will monitor traffic control plans, setups, maintenance and removal.

g. Facility Items Inspection, and Recertification

Inspections are conducted by qualified, trained personnel (including materials certifications, sampling and testing). The maintenance team's first line of quality control is our Project Superintendent. This person will routinely drive the NTE Facility project and inspect ongoing work and maintenance operations. The Project Superintendent inspects the work from initial traffic control through materials certifications and on to the final inspection of the finished product. The Project Superintendents and technicians are trained in safety, work zone traffic control, the Texas Manual of Uniform Traffic Control Devices (TMUTCD), incident management, environmental protection, roadway repair materials and techniques and the project performance standards. Zone Superintendents are further trained in paving (concrete and asphalt), soils, striping, TxDOT approved materials, National Incident Management System (NIMS), emergency response, work orders and record keeping.

The inspection and testing program ensures that items or systems identified by contract as being important to safety, the environment, or the roadway receive appropriate inspection or testing prior to use and periodically (as required) during operation. These inspections will be recorded on a "Visitation Form for Maintenance Contracts."

Testing

The maintenance team or designated consultant will perform required testing for material compliance. The testing will be completed per the TxDOT standard specifications for Construction and Maintenance of Highways, Streets and Bridges and may include:

- Concrete – strength testing of new concrete, cylinders or cores;
- Asphalt – density, nuclear density gauge or cores. % bitumen, field sample;
- Actual thickness, field measure during installation and/or cores.

Additional testing may be performed if initial test results are questionable, or if initial sample size is small, or if there is reason to suspect the quality of material installed at additional locations, or for retesting purposes after a section was rejected and later repaired/replaced. Testing may be also performed for purposes of evaluation of strength or load capacity or subsurface investigation.

Inspection / Testing Regimes for TMC Equipment

The first line of defense against failure of the TMC equipment is an operations and support staff present in the TMC to identify initial failures and an operations and maintenance team actively monitoring the roadways which will be trained to perform minor spare part replacement activities. The computer equipment proposed for this project will include sufficient redundancy to minimize or eliminate the need for a complete shutdown of the system. A "cold standby" server is included to provide sufficient spare capacity, should there be an equipment failure that cannot be restored in less than two hours by on-site staff or four hours by warranty support. The operators and system administrators will conduct periodic inspections and system reviews as a part of a comprehensive backup and disaster recovery process.

The videowall display system equipment will be purchased with a preventative maintenance program that includes routine preventive maintenance visits, which will be scheduled in advance, to clean, inspect, align and adjust all systems and components to ensure all electronic systems are maintained to manufacturer standards. The mechanical items, such as workstation consoles, will be inspected on a regular basis to ensure their continuous operation.

In order to provide for uninterrupted service of the videowall and the computer hardware in the TMC, the facility must address both the procedures to handle spare parts and replacement of the actual spare parts.

Both the TMC software and the computer hardware are designed for redundancy and disaster recovery.

The procedures to handle any requests for service of any of the video and computer hardware equipment will include the following steps:

- The operations staff detects a problem and places a service call to our installation vendor;
- The installation vendor opens a service ticket and contacts our assigned Field Engineer;
- The assigned Field Engineer technically familiar with our system calls the customer back within four hours to assess the problem and coordinate on-site support as required;
- Emergency on-site response shall be provided within 48 hours; routine issues will be scheduled;
- Upon completion of the service call, the service ticket is closed and a completed copy is provided to the customer electronically;
- Any spare parts used during the service call response will be sent to our installation vendor for replacement, so that within a short period of time (typically one week after sending) the number and type of spare parts will be restocked.

h. Maintaining As-Built and Maintenance Activities Records

The document management process ensures that documents such as as-built records, quality records, procedures and specifications are reviewed for accuracy, approved for use, controlled and distributed to those persons and locations where work is performed and maintained in accordance with project requirements.

Document Management procedures:

- Catalog and record existing as-built records, quality records, procedures and specifications including revision date and/or issue date. Distribution of any documents shall have the issue date, revision number and person's name recorded.
- New project documents or procedures are be added to the catalog. Distributions of documents have the issue date, revision number and person's name recorded.
- Revised procedures is marked with a new revision date and added to the catalog. Older revisions shall be collected and marked as void. New revisions are issued. Distributed documents will have the issue date, revision number and person's name recorded.
- Upon change of personnel, documents previously issued are collected. Documents will be issued to new personnel as needed. Distribution of any documents that have the issue date, revision number and person's name recorded.

Quality Records

Control of quality records is essential in demonstrating that requirements are met and for ensuring availability of records for future reference. Quality program files will be prepared and maintained by the maintenance team for a period in accordance with all project requirements.

Quality Records

- Visitation reports
- Material certifications
- Pavement maintenance program;
- Bridge maintenance program
- Work plans
- Work orders
- Subcontracts
- MRP evaluations
- Quality Assurance Review (QAR) reports
- Operational Control reviews
- Test reports

TMC/ATMS Maintenance Program ITS / TMC As-Builts, Change Control & System Configuration Management

The TMC ATMS has the capability of automatically logging information concerning routine and preventative

maintenance. The TMC operators and supervisors will also be able to prepare reports substantiating the maintenance reports and benefits of using the ATMS

The ATMS Maintenance Module manages trouble calls, equipment inventories, repair histories and spare parts. From these data, the ATMS provides information on open trouble calls, inventory at a particular site, tracking of hardware deployments and statistical measures, such as mean-time-between-failure, to support management and operations decisions.

As a cross-cutting system engineering activity, we will establish a Configuration Control Board (CCB) for the ITS command and control system comprised of TxDOT and OHL staff to oversee and manage the changes throughout the life of the project. The CCB will be responsible for managing the changes in scope of work, cost, risk mitigation, schedule impacts and overall information sharing with stakeholder participants. The change management system will begin at the same time that system design begins and will continue in place throughout the life of the project documenting and managing all changes related to revised functionality, maintenance or renewal. Software documentation, source code and other electronic materials will be managed with a very strong set of tools developed by Telelogic, including tools for requirements repository (DOORS) and configuration management (SYNERGY).

1.2.3.4 RENEWAL WORK

The Developer will assume responsibility for the Renewal Work. The Developer utilizes an industry-leading asset management system, which provides a basis for the development of life-cycle and asset management strategies to maximize the efficiency and effectiveness of the maintenance program and to ensure the assets are performing within their performance requirements.

The maintenance team and TxDOT will constantly communicate throughout the project duration, ensuring a seamless transition of maintenance responsibilities. TxDOT will be provided with Maintenance Management Plans, annual work plans, updates to the work plans, and completion reports throughout the projects' duration. This historical data, along with the Maintenance Manager's constant communication, will ensure a consistent transition of services.

OHL will supply a Handback Renewal Work Plan to TxDOT **60 months** before the end of the concession. This plan will identify, in detail, all the work to be performed to return assets with the required residual life. The work plan will include results of initial inspections as well as cost estimates for any work needed to ensure residual life will be provided at the end of the concession period. This evaluation and plan will be updated and submitted to TxDOT each year until the end of the concession period. Anticipated capital renewals allow assets to be at their required residual life stage. This will be reviewed throughout the concession period and will be adjusted as necessary.

Capital Renewal Routine preventive maintenance of highway assets will preserve these facilities and reduce the need for capital renewal and reconstruction. However, over the course of the concession period, certain assets will reach the end of their useful service life and need replacement. However, new technologies and advances in the development of existing technologies may dictate replacement of assets before the end of their service life.

An analysis of capital renewal needs and anticipated technological progress indicated the following expected life cycle and renewal costs:

Bridges: It is anticipated that bridge systems will generally last the entire concession term. Anticipated renewal needs include bridge joints that will be evaluated every two years to identify any issues; possible structural

Project Handback

Project Handback will comprise of three parts:

- Joint inspections to verify existing asset conditions, remaining life, and define Handback Renewal Work Plan needs;
- Fund and accomplish the Handback Renewal Work plan activities to meet requirements;
- Provide special equipment, manuals, documentation and maintenance training.

repairs will be identified, evaluated and, if necessary, performed, every 12 years to ensure all bridge elements are at acceptable conditions and life cycle.

Pavement: Concrete pavement, once open to traffic, will require an annual evaluation with the IRI test; depending on the test results, a diamond grading might have to be performed. Additionally, every two years an evaluation of pavement cracks will be conducted and, if necessary, they will be properly sealed. On the 51st year of the concession, two inches of asphalt repave will be added on top of the existing concrete pavement to ensure viable residual pavement life.

Drainage: No large scale replacement of drainage assets is anticipated. Routine cleaning of closed and open drainage elements and the prompt repair of erosion items, such as damage to separated headwalls and other minor repairs, will be required.

Vegetation: Turf and landscaped areas will be maintained through routine maintenance. Replacement of landscape assets will take place as routine maintenance, if necessary, every five years.

Signs: Overhead signs are likely to need replacement during the concession period due to fading of the legends and the need to replace sheeting, if necessary, every 10 years. Pavement markings will be repainted every two years.

Guard rail and impact attenuators: Guardrail and attenuators will be frequently repaired and will not require capital renewal. They will be revised as damaged to conform to new standards every 10 years.

Programmed Major Maintenance & Renewal – ITS

Technical provisions include that all elements are required to be maintained in such a fashion that upon return, or handback the project to TxDOT, each element will have a residual life of at least 12 years (some elements, such as structures, have a much longer residual life requirement). It is the Developer's proposal to replace all of the TMC electronics, including computers, network equipment, video wall projectors and related equipment every 12 years. The cost projections for the ITS elements include this assumption.

The replacement effort would be coordinated with the TMC operations to minimize disruption to system monitoring and operations. The replacement of TMP electronics will also include any applicable upgrades to the ATMS software, operating system, databases and related utility applications. This effort would fall under configuration management review and be subject to review and approval of the CCB. Once the new computer hardware and software are installed, an operational review and test will be conducted to verify that all functionality has been restored. Finally, the new system will be documented in as-built and system configuration documents as called for in the Configuration Management plan.

At the completion of the Concession Term, the Developer will handback to TxDOT a Facility that is fully functioning and in an operable condition as stated in the Handback Requirements.

The Developer's routine maintenance program ensures achieving residual life expectations for the various asset elements so that, at any time during the Operating Period, the Developer will be able to calculate the residual life of assets as the expected life minus the age of the asset. This information will be incorporated into the Handback Evaluation Plan to demonstrate that asset residual life requirements have been met.

DESIGN BUILD MANAGEMENT AND TECHNICAL SOLUTIONS

1.3.1 DESIGN BUILD MANAGEMENT

1.3.1.1 MANAGEMENT APPROACH FOR DEVELOPMENT AND COORDINATION OF DESIGN

The Manager of Design, Mr. Thomas Munson, PE and Deputy Manager of Design, Mr. Joseph Masterson, PE, will lead the project design team and deliver a coordinated, innovative and successful design of the NTE. In addition to overall team management, Mr. Munson will verify that quality control measures have been implemented and will sign off on all design documents submitted to TxDOT. Mr. Munson, with the assistance of Mr. Masterson, will serve as the primary conduit of information and coordination between the Design Build Manager and the project design team. This relationship is illustrated in the project organizational chart.

The design team is staffed by key task leaders for the various disciplines that will fall under the major work categories: ROW, survey, environmental, utilities and community relations. These task leaders will be responsible for assuring that project design criteria and goals are applied throughout the project in a consistent and compliant manner.

Monthly coordination meetings will be held to synchronize the multiple tasks and teams. These meetings will focus on updating the status of each task, identifying potential problems, reviewing schedule and discussing issues that may affect other tasks and disciplines. The meetings will also serve as an opportunity to update staff with information from the owner that may be relevant to the tasks they are performing. The Engineering Design Manager will be responsible for arranging the meetings, including any teleconferencing or web meetings in order to include all team members. The Engineering Design Manager may also elect to increase the frequency of the meetings, depending on the project schedule and needs.

To ensure a facility of the highest quality, the Manager of Engineering Design will deliver the design documents to the Design Quality Control Manager, Mr. Raul Pena III, PE, for review prior to any submittal to the DB Manager and the TxDOT Texas Turnpike Authority. The quality reviews will be scheduled prior to the submittals to provide adequate time for both the review and the incorporation of any review comments into the final submittal. This quality process will be documented in accordance to established processes.

1.3.1.2 APPROACH FOR DELIVERING THE DESIGN OF THE FACILITY

The Engineering Design Manager and the Deputy Design Manager will be responsible for the coordination effort across the multiple design teams, disciplines and tasks.

The Design Build Team will be located in the same facility (Design Build Center) throughout the design build process in an effort to facilitate communications, constructability issues and quality control. This Design Build Center will comprise the following:

1. **TranSystems** - The design team lead by TranSystems will have four design teams (each lead by a Team Leader) at this facility. Segment 1 will be broken into three sections based on the three major watersheds (Little Fossil Creek, Big Fossil Creek and Calloway Branch Creek). The fourth team will be responsible for all structures for each of the sections. Each section can move forward in parallel with the ability

to coordinate connectivity, construction sequencing and common design elements.

2. **TBE Group** – Utility coordination, avoidance and relocation is an integral design element to the success of this project. Utility professionals will be working alongside the designers and constructors to facilitate an efficient design that minimizes impacts to conflicting utilities. Scheduling of relocations will require close communication with all involved.
3. **Kleinfelder** – geotechnical investigations and recommendations will be critical to design and construction decisions. Kleinfelder's on-site staffing will provide our Design Build Center with "live" geotechnical information and recommendations for structures, earthwork and paving decisions.
4. **Archer Western-Texas Sterling Joint Venture (AW-TS JV)** – constructability issues and discussions will be lead by our construction team. The dynamics of having our constructors in constant communication with our designers is a powerful component to our approach in delivering this project to TxDOT. Scheduling, construction phasing, material selection, permitting, environmental compliance are just a few examples of where this collaboration will pay huge dividends.
5. **Raytheon and Telvent** – office space and work stations will be made available to Raytheon and Telvent throughout the design build process. We anticipate that both companies will provide staffing at the Design Build Center at critical periods of time throughout the design and construction of the project.
6. **PIA** – PIA will provide staffing and public relations throughout the design build process. Appropriate space and staffing will occur based on the project status.

Other team members will be located in nearby DFW offices to provide services on such items as ROW acquisition, surveying, landscape and aesthetic design.

The Design Build Center will facilitate many unscheduled but needed meetings. Regularly scheduled meetings will be conducted to ensure all team members are kept informed on critical design issues, scheduling and quality control measures. The initial project kick-off meeting will bring together the entire design team and disciplines to outline the project scope and deliverables. Design coordination meetings, which will include a larger, more comprehensive group, will occur at least monthly and more frequently near milestone points in the schedule. Video conferencing will allow team members to participate without having to be at the Design Build Center; video conferencing and other electronic communications methods will minimize work flow disruptions and improve design efficiencies and allow rapid feedback on design products.

The dissemination of project information, notably CADD and design files, will be another major coordination effort. Emails and a project website will primarily be used to convey pertinent information to the design team. The CADD files will be coordinated through a project management software (such as Proliance or Project Wise) to ensure that the design staff are using the current files and document control is automatically maintained throughout the project.

The design standards will be compiled into a Project Design Criteria Manual that will be issued to all team members. This will guarantee that all team members are designing to a consistent criterion, regardless of location.

1.3.1.3 MANAGEMENT APPROACH FOR CONSTRUCTION

The following provides a description of the management approach for construction, including how design will be integrated with construction & how the work will be divided & controlled.

Management Approach

The primary goal is to complete the design and construction of Segment 1 base scope safely, on time and in accordance with established criteria for quality and long-term maintenance performance.

To achieve that goal we will establish a core management team comprised of the Deputy Design Build Manager, Bill Heathcott; the Design Manager, Thomas Munson; and the Construction and Scheduling Manager, Ben Withered. Mr. Heathcott's leadership will ensure that design and construction activities are controlled and coordinated. Mr. Munson and Mr. Withered will ensure that all members of their design and construction teams will have clearly defined roles and responsibilities. Mr. Munson and Mr. Withered will also ensure that all design and construction activities performed by their teams will follow established and sound processes and procedures.

The collaborative team developed during design will transition from final design efforts to construction support. This cohesive and continuous management approach will enable timely, effective and collaborative communications between the design discipline leaders and construction supervisors.

Design

The design work will be divided by discipline. Each design discipline will have an identified design leader who will control the production and quality of the design following procedures established by the Design Manager, Thomas Munson, PE.

Prior to setting pencil to paper, there will be design/constructability meetings between designers and the constructors. These concept meetings will investigate optimal construction techniques and additional design approaches to enhance the long-term maintenance performance of the project. The Design Manager will be responsible for coordination between the design team and the construction team. He, along with the Deputy Design/Build Manager, will maintain plan development revisions, shop drawings, submittals and correspondence to ensure that accurate information is released to the field. Throughout the design process, the construction team will continue to interact directly with the design and engineering team to perform constructability reviews and provide guidance on construction sequencing. We will collaboratively develop sequences for construction that maximize work areas while maintaining safe and efficient traffic operations. As a result, we will avoid piece-meal construction, and achieve greater construction efficiency and better quality work, ensuring improved long-term maintenance performance.

Once the design is complete and drawings are approved and sealed for construction, they will be posted to a secure web-based document control system. The document control system routinely utilized by Archer Western-Texas Sterling Joint Venture is provided by Data Builder. The system facilitates efficient and controlled communication throughout the life of the project. The system will be accessible from the internet using Microsoft Internet Explorer version 6 or higher. Access to online documents will be based on user security levels. Project documents posted to the website will be available for online review or for download through the browser to the user's computer.

The document control system supports a flexible folder structure for project documentation. Initially, we will divide the website into one area for project design data files and another area for all other

project documents. All documents will be stored online in Adobe Acrobat PDF format, except for the project design data files. Additional structure can be added to the website based on the requirements of the participants. The latest version of all plans, designs and construction data files will be available from our website. Automated email notifications can be configured to notify users when new documents are added or when updates are made to existing files. Notification emails will include a link for easy access to the document. We will provide TxDOT with user identification, secure passwords, and the URL address for the document control website. Training will be provided to ensure that all members of the team are able to efficiently use the site.

Construction

The construction work will be segregated by major disciplines of work. Each major work discipline will have an identified construction supervisor who will control the quality and progress of the work. The Construction Manager, Ben Withered, will be responsible for directing construction supervisors and coordinating construction operations with established procedures for safety, quality control and project administration.

Coordination with all participants during the construction phase will be critical to the success of this project. The Design Build Team with TxDOT and the Independent Engineer will interact daily. We will review the schedule, resolve issues and review submittals at weekly progress meetings. Daily schedules detailing the next day's work will help all staff plan accordingly. Weekly review of three-week look-ahead schedules will help to identify and avoid potential interruptions to progress.

The ongoing participation of design team members during construction will provide an early opportunity to quickly identify and resolve any design issue that might arise during construction. The collaborative design build team will be in place to perform design analysis and brainstorm solutions to unexpected problems as they arise.

1.3.1.4 MANAGING STAGED CONSTRUCTION

The DB Team intends to minimize the impact of staged construction on the local community and corridor commuters. They will maintain the current level of general-purpose lane service throughout construction during peak travel times. Staging of construction materials and lay down areas will be located to minimize visual impact on local businesses and maintain clear sightlines for the traveling public. They will provide access at all times for business and residential stakeholders.

The traffic control phasing is designed to minimize stages or changes in everyday commuting for the safety of the traveling public. The Traffic Control Supervisor will ensure that all traffic control will be in accordance with the recognized Manual on Uniform Traffic Control Devices (MUTCD) and other design requirements.

Design build Team will subcontract VMS to perform the operation & maintenance activities during construction. VMS will be intimately involved with the construction phasing and will coordinate daily with the team for maintenance activities.

1.3.2 DESIGN BUILD QUALITY MANAGEMENT

OHL's Design build Quality Management Program is fundamental to the management of the facility development and will apply to all aspects of the NTE. The program establishes foundational principles and processes for the integration of complementary Design Quality Management Plan (DQMP), Construction Quality Management Plan (CQMP), Comprehensive Environmental Protection Program (CEPP), and Maintenance Quality Management Plan (MQMP). Serving as the foundation to the development of these complimentary plans, the program will provide consistency of execution across the discipline operations and life of NTE using the International Organization of Standardization principles within ISO 9001.

Five core Quality Management Plan (QMP) procedures, recognized by ISO registrars to be required for the establishment of Quality Management Systems, will provide uniformity of approach to six fundamental requirements of ISO 9001. These procedures are:

- Control of Documents;
- Control of Records;
- Control of Non-Conformance;
- Process Audits;
- Opportunity for Improvement (containing provisions for corrective and preventive actions).

The QMP will provide procedures for management responsibility, management review, personnel competency and training, and the team's Customer Satisfaction Program.

The QMP will additionally establish discipline specific, quality processes, procedures and responsibilities for control, assurance, acceptance, and oversight of the quality including the integration of TxDOT and the Independent Engineer of the technical and CDA requirements.

The QMP will focus on the process approach. Processes necessary for the delivery of the different phases of the NTE will be identified, mapped in flowchart format including linkage to other processes, and detailed in procedures that will be incorporated within the QMP. The development of these processes and procedures will involve personnel from each discipline from the onset of mobilization providing foundational knowledge at initiation and the framework for implementation of QMP training within their respective discipline areas.

Training will be implemented to inform personnel in every level of the quality program of the established procedures and their responsibility for performance including the effects of their role in the overall success of the quality delivered.

The QMP will outline the systems that will be employed to provide confidence that the work is executed with minimal requirement for corrective work as well as systems to detect noncompliance, correct the consequences of noncompliance, and prevent the reoccurrence of repeat noncompliance.

1.3.2.1 DESIGN QUALITY MANAGEMENT PLAN

a. Design Deliverable Process

The Design build Team will develop an integrated schedule that includes all design deliverable milestones and that interface to the construction schedule. The schedule will be reviewed at regular intervals to identify and resolve design, quality, and construction coordination issues.

The team will deliver all released for construction documents, following completion of quality procedures contained within OHL's QMP, to TxDOT and the independent engineer no later than two business days after completion using the design deliverable process shown in Figure 13.

b. Internal Process For Design Reviews

The establishment of the QMP will serve as the "Plan" phase of our Plan-Do-Check-Act system as stated under ISO 9001. The design will proceed representing the "Do" phase of our QMP. The internal process for design reviews, and design deficiency corrections is shown in Figure 13. OHL will transmit preliminary design and released for construction submittals to the Independent Quality Assurance Program Manager (IQAPM) for review and comment, "Check" phase. Upon receipt of comments, the design team will use a comment resolution meeting to facilitate quick resolution of changes to be made to the review package. Changes will then feed back to the design production group to implement, "Act" phase.

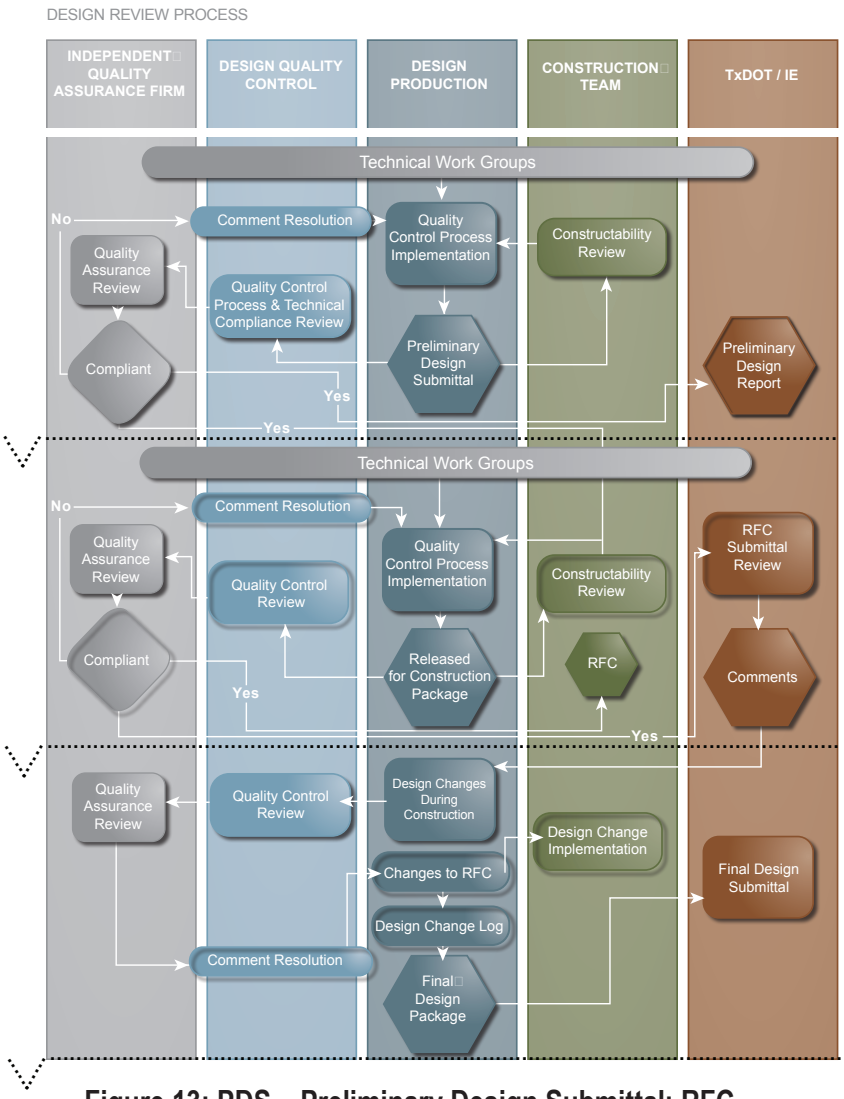


Figure 13: PDS – Preliminary Design Submittal; RFC – Released for Construction FD – Final Design

Preliminary design submittals will include items such as:

- Corridor Structure Type Study and Report;
- Preliminary Bridge Layout;
- Finalized Horizontal and Vertical alignments;
- Typical Roadway Sections;

- Preliminary Drainage Plans;
- Preliminary Corridor Maintenance of Traffic Plans;
- Preliminary Corridor Guide Signing Plan;
- Preliminary Corridor ITS and Illumination Plan.

Released for construction submittals will include items such as:

- Bridge Substructure, Vendor, Beam Order Package;
- Preliminary Geotechnical Reports;
- Preliminary Hydraulic Studies;
- Specifications, Roadway Finish Packages;
- Roadway Design;
- Drainage Design, Signing and Pavement Marking;
- ITS Illumination, Traffic Signal and Toll Facilities Plans;

Preliminary design submittals and release for construction documents will follow the same process of review and comment. The workflow (submittal, review and comment, comment resolution, incorporation of changes) serves as one of the important steps in our QMP during the design.

The IQAPM review will provide that the design:

- Meets all applicable requirements of the CDA;
- Is detailed and complete;
- Has undergone constructability review and therefore deemed constructible;
- Ensures that tracking of changes will be accomplished through identification of changes to released drawings on the drawings and an update to the revision level of the sheet in accordance with established QMP Control of Document procedure.

c. Quality Assurance and Quality Control Functions

As previously mentioned in Section 1.1.1.2.d., and as can be seen in Figure 4, quality control functions will be performed at the production level with further quality control review by personnel not involved in the production line. Following the quality control review, the packages will be sent to the Independent Quality Assurance Firm for review and comment.

The "Check" phase of the QMP will involve the Discipline Specific Manager (Design Quality Control Manager) performing quality verifications internally to verify conformance with the approved QMP and to assure that the required checking and review functions are performed. Additionally, quality audits will be performed in accordance with audit checklists, which will be based on the project procedure applicable to the area to be audited by the Independent Quality Assurance Firm (IQAF).

Audits of activities described in the QMP will be scheduled to provide coverage of randomly selected quality-related activities performed by the OHL's Team, including those of subcontractors and suppliers. Audits may be planned or random. They will be performed at a frequency commensurate with the status and importance of the activity. Determination of the frequency of audits will consider:

- Length of time since previously performed audit;
- Previous audits and corrective actions;
- Nonconformance reports;
- Independent information (e.g., from other sources such as generic experience of the industry, peer departments or organizations, regulating bodies).

The IQAF will schedule planned audits of activities described in the QMP on a maximum of a quarterly basis. The audit schedule will be revised, as necessary, to assure that coverage is adequate. Planned audits may be supplemented by random audits of specific activities when necessary. Elements of audits will include notification, performance, reporting, response, and follow-up as detailed in the QMP procedure for auditing.

A follow-up audit will be performed in cases where the implementation of the required corrective action is not verified by use of information/documentation received from the affected discipline/group. These audits, limited only to those areas receiving a finding necessitating preventive or corrective action, will be performed in the same manner as the initial audit. The audit will be

considered closed upon verification of the required corrective action by the IQAF Audit Manager.

These audits will compliment the "Check" phase of our Quality Management Plan. Audit findings will be fed back into the Quality Management Plan by "Act"ing (i.e. identifying preventive and/or corrective actions necessary for modification of our QMP for continual improvement to the OHL's Quality Management Plan).

d. TxDOT Independent Engineer Coordination

OHL's approach and culture is to treat TxDOT as a true partner and fellow project participant. The integration of TxDOT and the independent engineer in Design Quality will be represented within the flowcharts described above. Integration of TxDOT oversight during the design is described in Section 1.3.2.2.d.

OHL expects and encourages the participation of the independent engineer in the design process through periodic audits of the implementation of the Design Quality Management Program and review of design deliverables. Following the internal process for preliminary design reviews, as detailed in Figure 13, TxDOT and the independent engineer will receive reports detailing the actions taken. The independent engineer will receive submittals of design deliverables for review and comment. OHL will meet with the independent engineer and TxDOT in comment resolution meetings.

1.3.2.2 CONSTRUCTION QUALITY MANAGEMENT PLAN

a. Acceptance Testing and Inspection

The Independent Quality Assurance Program Manager (IQAPM), Scott Spradlin, PE, will manage the team performing quality acceptance inspections and tests of all work performed by OHL and Design build Team, its subcontractors, and suppliers to verify and document the conformance of the work to the requirements of the CDA and released for construction documents.

The IQAF will use Electronic Laboratory Verification Information System (ELVIS), to document all quality review and quality acceptance during the design and construction phases of the NTE. ELVIS was developed to transmit daily inspection reports and test results, perform statistical validation of acceptance test results, and monitor deficiencies, non-conformances, and risks. The ELVIS web based system allows information retrieval and reporting in several ways and is fully capable to meet the needs of the fast-paced design/build process providing user interface with secured access control from anywhere internet access is available. ELVIS provides a Project Information Library in an electronic format, accumulates quantities of work competed, test frequency verification, and has been proven fully capable of transmitting data to other Electronic Data Management Systems (EDMS) systems, such as I2MS. I2MS was created for the State of Texas for alternate delivery projects to receive information from the developer and to perform statistical analysis of those results. The successful coordination, and use of ELVIS, on the SH-130 1 thru 4 Project places RK in a uniquely qualified position to provide data to the Fort Worth District of TxDOT with proven procedures and a proven system.

OHL is committed to compliance with FHWA's statistical validation of material test results. OHL's Quality Program Manager, Raba-Kistner (RK) worked closely with TxDOT, and their Owner Verification Firm, in the transmittal of data, investigation of anomalies, and validation of test results during the SH-130 1 through 4 project. RK will use this prior experience and knowledge of the requirements of 23 CFR 637B and Federal Highway Administration (FHWA) Technical Advisory TA 6120.3 on SH-130 to assist TxDOT, Fort Worth District's oversight requirements for statistical validation of test results, including non-validation investigation.

b. Independent Engineer Involvement/Oversight

Points of interaction and communication with the independent engineer will be included within the flowcharts and procedures developed within the QMP. At these points the independent engineer and TxDOT functions to review, approve, or receive data results during the construction phase will serve as hold points within the process, or deliverables providing communication of project events and/or sources of information, i.e. test results, for the basis of oversight requirements in accordance with the independent engineer Agreement.

OHL will participate in partnering with TxDOT during the early phases of construction of the NTE to develop a common understanding of "Delegated Engineering Decisions" to RK for the acceptance of work. This document will provide the basis for development of the engineering judgment log necessary for support for TxDOT's oversight agreement with FHWA.

c. Construction Deficiencies and Non-Compliance Issues

Work or items not meeting the requirements of the released for construction documents or the CDA will be identified, documented, tracked, reviewed, evaluated, and resolved. These items are divided into two categories:

- Construction Deficiencies - Items that do not require a change to the design of the item to correct. These items can be reworked to bring the items into compliance with the governing specifications and/or the intent of the design.
- Nonconforming - Items that will not conform to the established requirements regardless of additional work, i.e., materials not meeting the governing specifications, affecting the intent of the design. The resolution to these items requires approval from the responsible design firm and concurrence from TxDOT.

The Construction Quality Control Manager (CQCM) will review all Nonconformance and Deficiency Reports to identify trends in deficient, or nonconforming items that may require a change in the design documents, established policies, procedures, or processes to prevent recurrence. This review will include the following:

- A determination of the root cause of the nonconformance or deficiency;
- A review of the effect of the nonconformance, or the deficiency, on other components, systems, or subsystems;
- A determination of a proposed corrective action; and
- A determination of the responsibility for initiating.

Affected departments, or organizations, will be notified. Responsible managers of the work will respond to the notice with a proposal for a corrective action and a time to complete corrections. Loop closure will involve review and confirmation from the respective CQCM and personnel from the Independent Quality Assurance Firm. A status report that includes deficiencies and nonconforming items will be prepared by the IQAPM and distributed to OHL's Project Manager, the Manager of Construction, the respective subcontractor / supplier, the independent engineer and TxDOT.

d. How the Program will Integrate with the Design Activities, Including TxDOT Oversight and all Quality-Related Activities and Conformance with Federal Oversight Requirements

As indicated previously, the Construction Quality Management Program (CQMP) is complimentary to the Design Quality Management Program (DQMP) with the foundational principals applying to both disciplines of the development. The CQMP will integrate with the design activities through communication between the Construction Team and the Design Team within the Technical Work Group Process. Furthermore, our QMP will be submitted to TxDOT for approval prior to commencing work described by component parts. It is our understanding that the Quality Management Plans establishing the OHL Team Quality Management System will be provided to the FHWA for review and comment.

Technical Work Groups (TWGs) will be established to identify, coordinate, address, and resolve, design related construction issues on a timely basis during the design phase. TWGs will be organized by disciplines and managed by design and construction lead personnel. Personnel from the design team, construction team, and quality teams will participate in the TWGs. On an as needed basis, personnel from other disciplines, key suppliers, vendors and subcontractors will be included based on the topic of the TWG. This coordination provides for improvement in constructible assets, provides for input of delivered product lead times, equipment deliverables and reduces the number of design changes during the construction phase. On a weekly basis, the leaders of each TWG will meet providing status to the progress to all discipline leaders.

The OHL Team recognizes and fully understands the role of the TxDOT within the Stewardship/Oversight Agreement, signed between TxDOT and the FHWA in October of 2006, for the Oversight of Public-Private Partnership Projects covered by 23 CFR 636. The required design and construction plans, specifications, drawings and other documents as required by this agreement are considered within the submittals to be delivered by the OHL Team to TxDOT. Additionally, we understand the role of the FHWA and other federal agencies and their oversight requirements during the design and construction phases of the NTE Project, as contained within the Stewardship/Oversight Agreement. The FHWA's Project Engineer will be afforded every opportunity to conduct reviews through monitoring an auditing of the NTE Project activities. Design Exceptions shall be forwarded to TxDOT, for FHWA review, comment and approval, prior to implementation within the final design documents.

Recognizing this previous agreement between TxDOT and the FHWA, we will build hold-points within each Quality process, and corresponding Procedure, to verify compliance with such requirements. All personnel will be trained in the significance of and appropriate response to hold points.

The OHL Team's CEPP will contain procedures for non-compliance prevention, monitoring, and reporting of commitments of the approved NEPA document, USACE Section 404, and Section 401.

1.3.3 DESIGN BUILD TECHNICAL SOLUTIONS

1.3.3.1 ROADWAY

a.i. Approach to Pavement Design

The design build team, through its geotechnical consultant Kleinfelder, has completed reviews of the pavement design of structures along the existing NTE alignment. Pavement issues that will require detailed attention on the NTE project include pavement section design, subgrade swell potential, and treatment of swell potential. The team will also study general earthwork issues including reuse of pavement materials removed during construction.

Pavement Design

This approach to pavement design transmits the recommended methodology for the determination of pavement section thickness for the project. Evaluation of subgrade support conditions including active clays (potential vertical movements to be evaluated according to TxDOT's procedures and alternatives) and risk of soluble sulfate induced heave/distress. Where it is necessary, subgrade treatment options will be provided. When stabilization options are offered as a subgrade or subbase treatment, recommendations of percent of stabilizing agent will be considered according to TxDOT and pH design procedures.

Believing that modern flexible pavement designs can be competitive on a life cycle cost basis with rigid pavements in urban areas, the design build team proposes to compare rigid and flexible pavement designs using deterministic life cycle costing analysis (LCCA) techniques. LCCA is a well accepted method of comparing the cost-effectiveness of a number of different maintenance strategies by considering major costs that can be expected to be incurred over a given analysis period. The analysis will be based on life cycle costing guidelines established by Federal Highway Administration's (FHWA) and TxDOT.

Lifecycle Pavement Design Evaluations and reuse of existing pavements and/or pavement materials will result in a plan that better optimizes the design. Evaluation and recommendations for the rigid pavement design thickness will be primarily based on traffic data provided by TranSystems, Texas Turnpike Authority Programmatic Comprehensive Development Agreement, Book 2, and TxDOT Pavement Design Guide (October 2006 version).

It is proposed that the AASHTO design compilation via the computer program DARWin (version 3.1) will be used to calculate the rigid pavement thickness for the frontage, general purpose, and managed lanes. Road segments (frontage, general purpose, and managed lanes) will be designed for rigid continuously reinforced concrete pavement (CRCP) for a 30-year design life as dictated by TxDOT requirements. Managed lane sections will be constructed to identical thicknesses as the general purpose lanes because they will likely carry the general purpose traffic for the first three years during construction. Temporary pavements will be designed for a three year service life with full depth hot mix asphalt.

Subgrade

Extensive testing is needed to assess and modify the subgrade considering the potential vertical rise (PVR) of pavement subgrade. The team's approach is based on the assessment of PVR using grading information and PI within fifteen feet of finished surface and an alternative methodology that allows definition of treatment to modify the effective Plasticity Index of the upper eight feet to less than 25. The geotechnical exploration program for pavements will utilize samples from retaining wall borings, as well as from boreholes closer to the current highway pavement edge. The estimated average depth of exploration will be approximately 15 feet.

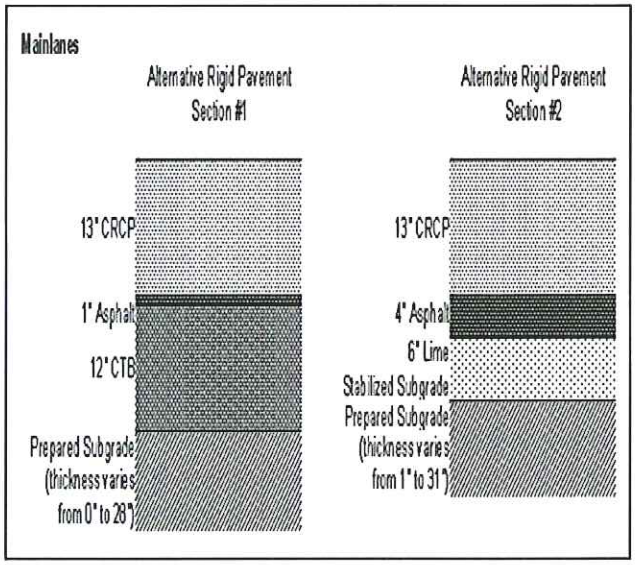
It is anticipated that TxDOT will require base layer combinations for all rigid pavements to include 4-inches of asphalt concrete pavement and asphalt stabilized base

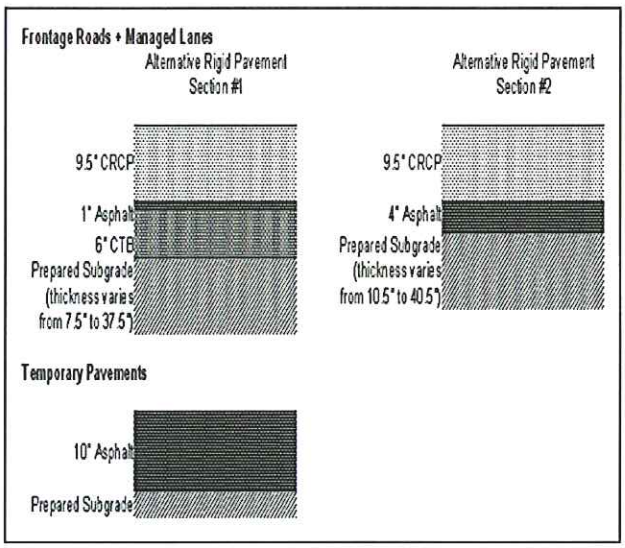
or a minimum 1-inch asphalt concrete bond breaker over 6-inches of cement stabilized base. For rigid pavement designs, an additional 6-inches of stabilized subgrade will likely be required beneath the base layer. Stabilization can be achieved by adding cement, fly ash, or lime.

Pavement laboratory samples will be focused on providing the profile of expansive nature of the soils, defined by Atterberg limits and grain size information. Suitability of soils for treatment will also require assessment of sulfate content and pH. Additionally, to address potential vertical rise, we will concentrate testing of grain-size and plasticity index in the upper 15 feet of most of the boreholes drilled. We will also conduct tests to determine a design target effective resilient modulus of the subgrade. We will conduct these tests in conformance with AASHTO methods including direct measurement of resilient modulus of the soils or through a correlation with laboratory CBR testing.

a.ii. Existing Roadways and Structures to be Closed, Demolished, Left as is, or Incorporated into the Facility

The project limits for the NTE Base Scope (Segment 1) along IH 820 begin at station 672+33.00 for the east bound general purpose lanes and 693+00.00 for the west bound general purpose lanes, just east of the IH 820/IH-35 interchange and continues east for a distance of approximately 5.25 miles to Susan Lee Lane just west of the SH 26 overcrossing, roadway station 955+71.23; striping for the entrance into and exit out of the managed lanes continues on the existing pavement for a transition length of approximately 2900 feet to the east. The existing roadway (IH-820) is a four lane divided, limited access interstate with a median; the existing roadway will be totally reconstructed to provide four managed lanes (tollway), four lanes of freeway (mainlanes) and nearly continuous four lanes of adjacent frontage roads, two westbound and two eastbound lanes. The project consists of demolition, grading, pavement, signing, illumination, toll facilities, ITS, interchange connections, railroad construction, bridges, intersection signalization, retaining walls, sound walls and storm drainage.





Changes to Existing Roadway and Frontage Roads
Existing roadway and frontage roads will be removed to make room for the new roadway. Additional ROW will also be required to construct the ultimate roadway section. The frontage road and the general purpose lanes will be reconstructed to the north and south of the existing centerline to provide room for the managed lanes in the center of the new facility.

Existing structures and roadways are identified and described in the "Existing Roadway and Railroad Structures" chart located in the Appendix, page D-72.

All exiting intersecting streets are either major arterials or collectors and no new intersections are anticipated. The arterials or collectors will remain open during the construction of the new facility. These intersections will be replaced by phased construction, leaving half of the existing facility open while the other half is being reconstructed. Once constructed, the traffic will be moved over to the new road and the rest of the facility will be removed and reconstructed.

Changes to Existing Driveways
Projected construction activities will affect access to adjacent and nearby businesses and residents. The duration of these impacts would be minimized to the extent feasible through effective construction sequencing and scheduling and implementation of a construction traffic plan. Although access to some properties along the corridor will be altered with the proposed improvements, access to all properties will be maintained during construction.

Mitigation of Traffic Impacts
Impacts will occur to through traffic on IH-820, the existing frontage roads and intersecting cross streets. Beginning construction in the middle of the existing roadway allows the existing outer lanes to initially handle the re-routed traffic flows. Once completed, the new middle lanes will carry them through traffic, allowing construction of the outer lanes to commence. Temporary detour roadways and ramps will be constructed as work progresses to minimize traffic disruptions.

Recommended Sound Walls
Review of the EA shows a recommendation for two sound walls at locations just west of Holiday Lane on the south side of the interstate adjacent to a residential area (R 6 as labeled in the EA) and for the exit ramp on the north side at approximate 840+00 (R 5 as labeled in the EA). Sound wall R 5 is recommended to be 12 feet high and 510 feet long. Sound wall R 6 is recommended to be 12 feet high and 813 feet long. A third wall, ten (10) feet high by 800 feet long, is proposed at the North Richland Hills tennis center to mitigate noise and visual impacts of the new facility.

b. Base Scope Proposal Schematic

All required items (i-viii) have been included on the "Base Scope Proposal" Roadway Schematic Scrolls accompanying this proposal.

c. Ultimate Scope Proposal Schematic

All required items (i-viii) have been included on the "Ultimate Scope Proposal" Roadway Schematic Scrolls accompanying this proposal.

1.3.3.2 CONSTRUCTION SEQUENCING AND TRAFFIC MANAGEMENT

a. Overall Traffic Management and Control and Sequencing Approach

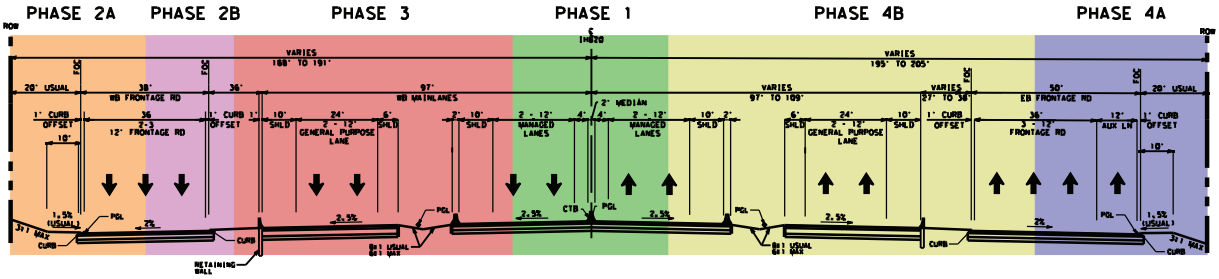
The preliminary traffic control plan for the mandatory bid portion of the project has been sequenced into four major

phases. The phases are designed to minimize major traffic pattern changes to the traveling public and to allow construction to begin without the acquisition of ROW and with minor utility relocations. This ensures the project can proceed in an expeditious manner with minimal impact to the traveling public. Phase 1 consists of constructing a portion of the east and westbound managed lanes in the median of the existing mainlanes. Phase 2A consists of constructing the northern half of the westbound frontage road while maintaining a minimum of one lane at all times and two lanes when required on the existing frontage road. Phase 2B will complete the remaining portion of the westbound frontage road. Phase 3 consists of constructing the westbound mainlanes, ramps, remaining westbound managed lanes and retaining walls. Phase 4A consists of constructing the southern half of the eastbound frontage road while maintaining a minimum of one lane at all times and two lanes when required on the existing frontage road. Phase 4B consists of construction of the eastbound mainlanes, remaining portion of the eastbound managed lanes and frontage road, ramps and retaining walls. IH-820 Overpasses will be constructed in stages during each specific construction phase and the underpasses will be built as the phasing and traffic patterns permit. Plan view displays and typical sections have been developed to assist in the review of the traffic control plan.

b. Conceptual Construction Staging Diagrams Including Initial and Ultimate Proposed Treatment of Ramps and Staging of Major Drainage Trunk Lines

It is anticipated that there will be three major drainage trunk lines running parallel with the centerlines of IH-820. The first drainage line will be underneath the managed lanes and the second and third will be located in the outside lane of the frontage roads. The trunk line underneath the managed lanes will be constructed during Phase 1 construction. The trunk lines in the outside lane of the frontage roads will be constructed when the outer portion of the frontage road is constructed. All major culverts will be constructed with that portion of

Figure 15: Traffic Control Sequencing



the roadway, managed lanes, general purpose lanes or frontage road, which is under construction.

All existing ramp entrances and exits from IH-820 from the managed lanes or general purpose lanes to the frontage roads will remain open or a temporary ramp shall be constructed so that motorists will be assured they can exit and re-enter the freeway.

Existing drainage facilities will continue to carry stormwater run-off until permanent drainage structures are in place. Permanent drainage will be tied to existing drainage outfalls and will be utilized for temporary drainage where applicable. Construction staging is shown on schematic scrolls accompanying this proposal.

c. Access to Adjacent Properties

Current access to businesses and residences will be maintained throughout the construction of the roadway. All existing ramp entrances and exits from IH-820 from the managed lanes or general purpose lanes to the frontage roads will remain open or a temporary ramp shall be constructed so that motorists will be assured they can exit and re-enter the freeway. Where existing exits are being changed to entrances in the proposed design and vice versa, motorists will continue to have both an entrance and an exit from the frontage road at all times.

Where frontage roads exist and the proposed frontage road is located closer to business or residence than the existing, the new frontage road will be constructed prior to the existing frontage road being removed. When driveways need to be reconstructed as a result of the proposed location of the new frontage road, coordination will be made with the property owner to minimize the impacts to their property. Where two drives exist to the property, the drives will be constructed separately to minimize inconvenience and when a single drive exists, but is wide enough to accommodate two or more vehicles side by side, the drive will be constructed in two parts. Where the existing and proposed frontage roads are in exactly the same horizontal alignment, the proposed frontage road will be constructed by half-width construction to keep the road open.

d. Scheduling and Sequencing Construction to Minimize Impacts to the Environment, Communities and Travelling Public

The construction schedule and sequencing has been devised to construct this project in a logical order to minimize work phases, permit the proposed roadway to be constructed expeditiously, safeguard the traveling public and provide a roadway during traffic control that meets operational needs. By minimizing the construction phasing, the project can be completed sooner and the traveling public will not be continuously relearning travel paths through the project. This should improve operations and minimize accidents to the greatest extent possible. Also, by minimizing the construction phases, larger areas may be under construction, which will allow time for mitigation of any environmental impacts without creating adverse conditions to the project schedule and will aid in reducing potential adverse impacts to the environment. Time required for coordination with the railroads has been accounted for in the construction schedule to eliminate any construction delays and/or any environmental impacts to the project.

General Concepts

The general concepts noted below will be followed; however, it may be necessary to deviate from the general concepts to construct the project as shown in the detailed construction staging and sequencing. The deviations can involve minor temporary widening and narrowing the outside shoulders from a maximum of an 8 foot to a 1-foot minimum.

Structures Sequence of Construction Notes

Existing plans were obtained from the TxDOT Fort Worth District. All bridges that are to be utilized in part or constructed in stages shall be saw-cut between existing beams, leaving up to a 3 ft. maximum cantilevered section. Traffic will not be permitted on this cantilevered section.

Concrete temporary barrier (CTB) may be placed and pinned to the bridge deck on this cantilevered section.

IH 820 Overpass:
Beach Street and Holiday Lane will be constructed during phased construction. Phase 1 construction will consist of constructing the middle 40-foot section of the proposed structure. In Phase 3, the remaining northern section of the structure will be constructed. During Phase 4A and 4B, the remaining southern section of the structure will be completed. Portions of the existing structure will be removed during phased construction as necessary to construct the new structure.

IH 820 Underpass:
Haltom Road: During Phase 2B, the existing bridge will be removed and the crossing closed to traffic until the bridge is completed in Phase 4A. In Phase 2B, the northern portion of the substructure will be completed. During Phase 3, the northern portion of the superstructure will be completed. In Phase 4A, the remaining portion of the structure will be completed.

US 377 (Old Denton Road): During Phase 1, 2A and 2B the western half (approximately 65') of the structure will be completed while the existing structure remains in place. During Phase 3, 4A and 4B the remaining portion of the structure will be constructed.

IH 820 Railroad Underpass:
UPRR and DART shoofly structures will be constructed in Phase 1. These shoofly structures will remain in place as permanent structures for future use by the railroads. Once the shoofly structures are completed the train traffic will be placed on the structure. The primary structure will then be constructed as phased construction permits. The train traffic will be placed onto the primary structures once completed.

Mandatory Bid Traffic Control
Phase 1: Managed Lanes
Partial managed lanes will be constructed. All traffic will remain in their current location; however, travel lanes will be reduced to 11 feet with an inside shoulder of one foot and minimum four foot outside shoulder. All frontage roads and ramps will remain open to traveling public.

Phase 2A & 2B: Northbound Frontage Road
Where frontage roads will be constructed using partial width construction, construct the outside portion of the frontage roads with drainage trunk line first while maintaining traffic on the inside of the frontage road.

Maintain traffic on the newly constructed outside portion of the frontage road while constructing the inside portion. During this time, driveways shall be constructed in halves (one driveway per business or residence) or one at a time (two or more driveways for business or residence) to maintain ingress and egress at all times. Traffic will remain in the current pattern on the mainlanes and eastbound frontage road as in Phase 1. The traffic on the frontage road will be reduced to a minimum of 1 lane where required.

Phase 3: Westbound General Purpose Lanes, Remaining Managed Lanes, Ramps and Retaining Walls
The westbound general purpose, remaining westbound managed lanes, all westbound entrance and exit ramps and retaining walls will be constructed for the mandatory bid. Westbound traffic will be placed on the Phase 1 constructed managed lanes and eastbound traffic will remain in the same pattern as Phase 1 and Phase 2. Temporary ramps shall be constructed during this phase to maintain entrance and exit to IH-820.

Phase 4A & 4B: Eastbound Frontage Road and Eastbound General Purpose Lanes, Remaining Managed Lanes, Ramps and Retaining Walls
The eastbound frontage roads shall be constructed during this phase in halves. Where frontage roads will be constructed using partial width construction, construct the outside portion of the frontage roads with drainage trunk line first while maintaining traffic on the inside of the frontage road. Maintain traffic on

the newly constructed outside portion of the frontage road while constructing the inside portion. Driveways during this time shall be constructed in halves (one driveway per business or residence) or one at a time (two or more driveways for business or residence) to maintain ingress and egress at all times. Westbound traffic shall be placed on the westbound general purpose lanes and the eastbound traffic shall be placed on the westbound managed lanes. Temporary ramps shall be constructed during this phase to maintain entrance and exit to IH-820.

e. Laydown Area

The contractor will use the adjacent ROW outside of the clear zone for storing materials and constructing the bridges and major culverts. In general, a crane, or other required equipment such as pile driver, will remain on site near the construction and outside the clear zone or behind barrier. All other equipment, such as bulldozers, graders, etc., will be stored along the ROW outside the clear zone or behind barriers in the area where work is progressing. Any other equipment will be stored at an approved off-site location. All material to be recycled or disposed will be placed in a stockpile(s) to be used at a later date or until such a time it can be removed from the site to a proper disposal facility or area.

f. Maintenance and Protection of Adjacent Properties

OHL's SW3P plan maintains watershed integrity by discharging stormwater to the existing watershed discharge points. Properties beyond the limits of the ROW are protected with silt fences, curbs and gutters, or temporary erosion control logs. Temporary and permanent storm drain inlets use temporary silt fences, erosion control logs, or inlet protection. Open channels will use check dams. Egress and access use stabilized construction entrances with wheel washes for heavy sediment areas. Vegetative filter strips, grassy swales, and diversion ditches are used along creeks to reduce bank erosion exposure. Existing roadways, egress and entrance are protected with stabilized construction entrances with wheel washes for heavy sediment producing areas. These prevention approaches limits sediment loss from the site.

Dust control will be limited by clearing only those areas where immediate activity will take place, leaving the remaining area in the original condition if stable, using natural or artificial windbreaks or windscreens as appropriate, dampening/sprinkling the surface, and controlling vehicle access. Light pollution will be limited in residential areas by directing light down and using shields on sources to direct light away from residential areas and toward the roadway.

Noise is mitigated and minimized by limiting construction operations to daylight hours as much as possible. Every reasonable effort will be made to minimize construction noise through abatement measures such as work-hour controls, proper maintenance of muffler systems, and limiting truck traffic rates.

Local road damage is regulated by using construction entrances, saw cutting points of access to local roadways and tie-ins to the facility roadways or entrances, and observing the adjacent roadway loading design.

1.3.3.3 DRAINAGE

a. Description of Overall Collection System

The Base Proposal drainage approach is to study the project in terms of its regional context, its local context (where it lies within a City or Cities) and then study each individual section, one at a time and address the specific challenges, character and nature of each portion.

The project limits extend from approximately 5,235 feet west of Beach Street in Fort Worth on the west end and

to the eastern end in North Richland Hills located approximately 1,124 feet west of SH 26, for a project length of 5.25 miles.

The proposed roadway project was analyzed to determine the regional drainage basins and their respective outfalls and drainage influence. The existing roadway, ROW and direct contributing runoff areas were analyzed to determine local existing drainage patterns and outfalls. Finally, the proposed 5.25 miles of roadway was scrutinized and designed to retain similar existing drainage characteristics, outfall locations and discharges.

Aerial data supplemented with USGS aerial contours defined the major drainage divides. Existing watershed runoff is calculated for each basin to verify existing plans and conditions. This establishes existing watershed discharge characteristics for the various design frequencies and allows comparisons to be made with the anticipated future roadway conditions.

The proposed roadway drainage design generally consists of three or four major lines, depending on the amount of offsite runoff. One line generally accepts runoff from the managed lanes, one for the east bound general purpose lanes and frontage roads and one for the west bound general purpose lanes and frontage roads. This will allow for temporary inlets to be utilized during the construction phase. These inlets will be placed directly over the laterals and removed once the phased construction is built leaving the overall drainage patterns unchanged. Some temporary construction easements may need to be acquired for construction of the outlet drainage structure due to slopes or grading. This will be handled prior to construction and during the design.

Grate inlets are used for the managed and general purpose lanes, their connecting ramps, shoulders and surfaces to freeway connecting ramps. Runoff from the frontage roads is captured by curb inlets.

The general purpose lane and the frontage road lines are generally placed between the main lanes and the frontage road. The managed lanes storm drain is generally located near the middle of the managed lanes. This allows the use of open channels at some locations during construction and prior to ultimate build out. This minimizes construction delays and driver impacts from construction.

Geopak Drainage software will be used for all of the IH 820 inlets, culverts and piping systems. The National Resources Conservation Service (NRCS) new TR-55 program for urban hydrology and TR-20, HEC-RAS, HEC-HMS and the rational method will be utilized as appropriate for watershed flow, bridge scour, stream stability and erosion and sediment control measures.

This project lies in the Tarrant County rainfall depth duration frequency established in 2003 by the US Geological Survey (USGS), in cooperation with TxDOT and the North Texas Council of Governments (NTCOG).

The proposed roadway was divided into the following sub-parts for design:

Watershed Description:
The project corridor traverses three major watersheds, the Little Fossil Creek Watershed, the Big Fossil Creek Watershed and the Calloway Branch Watershed. (See Figure 16)

Detention
The NTE project will increase the runoff quantity within

the ROW. In-line detention will be used to detain the volume and allow the reduction of the project 100 year discharge to the existing 100 year discharge. The modified rational method will be used to determine pre and post development flows. This type of design could increase pipe sizes to contain volumes at approximately 85% pipe volume, which is consistent with pipes carrying full flow capacity. Outlets in manholes and discharge points will be restricted to pre-development 100 year flows. Volumes could then be detained in the drainage pipe network, thus limiting flows to Pre-Developed levels.

Haestad Methods Pond-Pac will be utilized for the design of detention ponds where applicable to the project. Pond-Pac generates the necessary reports and data required for both detention and water quality.

Storm Drain Design Methodology

- Define roadway and contributing drainage areas;
- Determine existing outfalls;
- Calculate runoff for comparison to existing drainage data;
- Establish main line location to minimize road construction effort;
- Determine inlet locations;
- Size mainlines for runoff rates;
- Design outfalls;
- Design culverts and bridge structures to accommodate external basin flows and proposed roadway flows;
- FEMA coordination (where applicable); and
- Stormwater detention analysis.

Water Quality

Storm water runoff from the proposed construction would flow into Little Fossil Creek, approximately 3,633 feet and 324 feet west of Beach Street, into Big Fossil Creek approximately 956 feet east of Beach Street and approximately 219 feet, 2,323 feet and 4,890 feet west of U.S. 377 and into Calloway Branch approximately 1,959 feet east of Holiday Lane.

The majority of the branches, creeks and streams that cross the project, are located in Segment 0806 (West Fork Trinity River below Lake Worth). In addition, the Calloway Branch of the West Fork of the Trinity River is located in Segment 0841 (Lower West Fork Trinity River) of the Trinity River Basin. Water in these segments is classified as "Water Quality Limited" because of bacteria and polychlorinated biphenyls (PCB). Designated water uses include contact recreation, public water supply and high aquatic life.

This project is within five miles upstream of the threatened or impaired segments. Therefore, the water quality of wetlands and waters in the State should be maintained in accordance with all applicable provisions of the Texas Surface Water Quality Standards including the general, narrative and numerical criteria. This can be accomplished using the following protocols;

1. To minimize impacts to water quality during construction, the proposed project would utilize temporary erosion and sedimentation control practices from TxDOT's manual Standard Specifications for the Construction of Highways, Streets and Bridges. These measures would be in place prior to the initiation of construction and would be maintained throughout the duration of construction. Clearing of vegetation would be limited and/or phased in, to maintain a natural water quality buffer and minimize the amount of erodible earth exposed at any one time.

TABLE 14: MAJOR ROADWAY SECTIONS

PART	FROM (WEST) STATION	TO (EAST) STATION	ROADWAY
1	678+50	730+00	Beginning of Project to Beach Street
2	730+00	820+00	Beach Street to Big Fossil Creek
3	820+00	925+00	Big Fossil Creek to Holiday Lane
4	925+00	956+00	Holiday Lane to end of Project

TABLE 15: SUMMARY OF MAJOR DRAINAGE BASINS					
DRAINAGE BASIN	ACRES DRAINED	FROM (WEST) STATION	TO (EAST) STATION	ROADWAY	DISCHARGE STATIONS
1. Little Fossil Creek	283	678+50.00	740+10.11	IH 820	69+451.74, & 727+60.09
2. Big Fossil Creek	30,652	740+10.11	900+95.87	IH 820	740+40.62, 822+39.53, 843+43.67, & 869+10.88
3. Calloway Branch Creek	3,126	900+95.87	980+01.65	IH 820	945+00.00

2. The contractor would take appropriate measures to prevent, minimize and control the spill of fuels, lubricants and hazardous materials in the construction staging area. All spills, including those of less than 25 gallons, shall be cleaned immediately and any contaminated soil shall be immediately removed from the site and be disposed of properly. Designated areas shall be identified for spoils disposal and materials storage. These areas shall be protected from run-on and run-off. Materials resulting from the destruction of existing roads and structures shall be stored in these designated areas.

3. The use of construction equipment within the stream channel will be minimized. If work within a watercourse or wetland is unavoidable, heavy equipment shall be placed on mats, if necessary, to protect the substrate from gouging and rutting. All construction equipment and materials used within the stream channel and immediate vicinity would be removed as soon as the work schedule permits and/or when not in use and shall be stored in an area protected from run-on and run-off.

4. All materials being removed and/or disposed of by the contractor will be handled in accordance to state

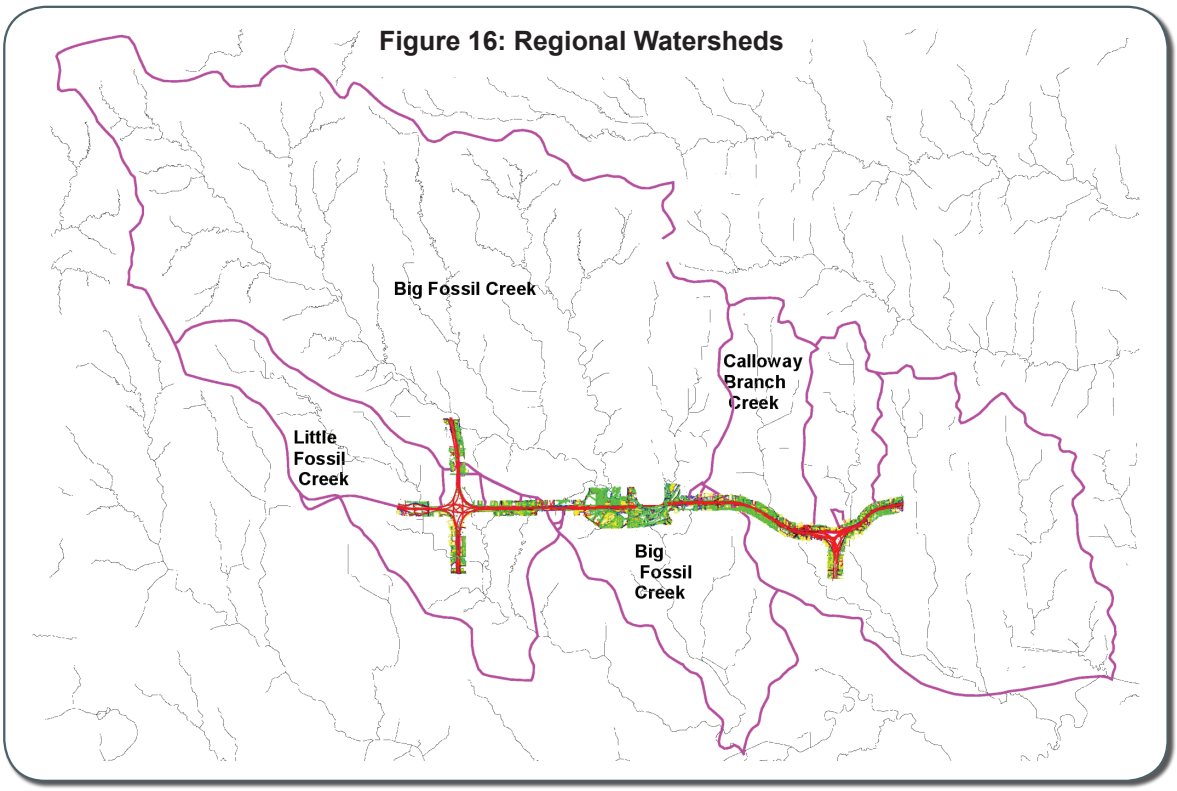


Figure 16: Regional Watersheds

and federal laws and with the approval from the Project Engineer. Any changes to ambient water quality during construction of the proposed project would be prohibited, will result in additional water quality control measures, would be mitigated as soon as possible and would be reported to the TCEQ within 24 hours of becoming aware of impacts. The contractor will provide "good housekeeping" practices, as well as "grade management" techniques to ensure that proper precautions are in place throughout construction of the proposed project.

There are no public water supply intakes within the proposed project limits or adjacent areas. Therefore, no adverse water quality effects are expected to affect this project.

Flood Plain

According to the USGS 7.5 Minute Quadrangle Maps (Hurst, Texas and Haltom City, Texas) and the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Tarrant County, Texas and Incorporated Areas (Map Panel Nos. 48439C0085G, 48439C0120G, 48439C0090G and 48439C0125G), the project crosses several water bodies and flood zones. These flood zones are classified according to National Flood Insurance Program as Zone A and Zone AE and located in a special flood hazard area inundated by the 100 year flood. No base flood elevations have been determined for Zone A. Base flood elevations have been determined for Zone AE.

Tarrant County and the Cities of Fort Worth, Haltom City and North Richland Hills are participants in the National Flood Insurance Program (NFIP). Hydraulic design practices for this project would be in accordance with current TxDOT design policies and standards. Drainage facilities would permit conveyance of the 1OO-year flood (inundation of the roadway being acceptable) without causing substantial damage to the highway, stream, or other property. This project would not raise the base floodplain elevation to a level (greater than one foot), which would violate the applicable floodplain regulations or ordinances.

Channel Impacts

Modifications to six existing drainage structures are required for the proposed project. No channel modifications are anticipated. Modification of the structures would impact waters of the United States, which are under the jurisdiction of the U.S. Army Corps of Engineers (USACE). A US Army COE Nation Wide Permit will be used to authorize the drainage structures. This permit will not require preconstruction notification.

b. Exhibit Drawing Defining the Design for Runoff Through the Facility to the Discharge Points

Please refer to the roadway schematic scrolls accompanying this proposal.

c. Limits of Temporary Construction Easements and Drainage Easements

Please refer to the roadway schematic scrolls accompanying this proposal.

1.3.3.4 SUBSURFACE ELEMENTS

The Team will address geotechnical conditions at the site, the issues involved with the proposed improvements and approaches taken to date as well as intentions in the upcoming design process. Over 60 boreholes have been drilled and sampled throughout the project alignment, and combined with existing data, this has provided geotechnical and pavement engineering analyses for the proposal design to OHL. Upon selection, the team will continue to provide geotechnical and pavement engineering support during final design and construction.

a. Technical Documents Proposed for Design, Design Criteria, Assumptions and Approach to be Implemented for all Subsurface Components, Systems, Elements and Configurations

Through previous experience with TxDOT projects, the team understands, practices and accepts the standards of practice depicted in the TxDOT Geotechnical Manual and Pavement Design Guide. Additional technical documents that will be utilized include available existing geotechnical reports/soil surveys; TxDOT borings logs (WinCore format) including the boring log information obtained from as-built project plans.

Utilization of TxDOT standard approaches to geotechnical design elements will yield a design product which is readily trusted and will achieve earlier reviewer acceptance.

Applicable guidance documents from AASHTO will be used as needed to establish guidelines not provided by TxDOT requirements.

b. Basic Structural Configuration

Subsurface elements for this project shall include bridge foundations, retaining wall foundations, and traffic foundations. Occasionally culverts and junction boxes located underground will require design for soil pressures. These elements are part of a special category that require analysis of the soil to determine the pressures and reactions that make the elements of design structurally stable. The structural capacity and resultant pressure of the soil is evaluated based on soil test taken at the project site.

A soils report will be developed for the project. The report will identify the types of soils available throughout the project. The report will present the results of the Texas Pen Test; a soil strength test used by TxDOT as a basis for determining the pressures and reactions exhibited by a particular type of soil. Soil boring will be taken at approximately 300' intervals along retaining walls and bridges. Atterberg limits will be used to identify and categorize the soil as sand, clay or silt. The report will present the results of other tests taken to determine soil strength and properties such as Triaxial test required for proper analysis and design of retaining walls.

Typical representative sections for each structural system along the facility, including bridges and retaining walls, are located in the Bridge Schematic Scrolls provided with this proposal.

Bridge Foundations

For this project, drill shafts will be used as the foundation of the bridges. These drill shafts are located beneath both the bents and abutments. In this area, it is not anticipated that soil types that will make piling a preferred alternative, nor is it anticipated that spread footing foundations for the bridges will be used. Good engineering practice indicates that foundations in dry condition should penetrate in sound material at least one diameter of the shaft where foundations located in waterways should penetrate three diameters into sound material. Sound material will be considered as materials which result in a test at or better than 4" per 100 blows. Both skin friction and point bearing will be used to provide the necessary reaction required to support the structure. Design notes will be compiled and included the structural notebook for the project.

Retaining Walls

Mechanically stabilized earth retaining walls will be the preferred type of wall for this project and are most economical in fill sections. These walls will be designed to resist soil pressures and failures known to occur within these walls. Sliding, overturning and global stability will be evaluated to determine if the factors of safety meet or exceed the requirements of the AASHTO Specifications for the Design of Highway Bridges. Retaining walls of this

type will include design calculations to be included in the structural notebook as well as output from the computer model used to check the global stability.

Soil nail walls may be used in cut sections as a cost effective alternative that will reduce the need to excavate behind the wall. These walls are designed in a similar fashion to MSE walls. Sliding, overturning, and global stability will be evaluated to determine acceptable factors of safety. SNAIL software will be used to evaluate the required length and spacing of the nails. Where ROW is limited, the nails will be located within the ROW or easements. All calculations and computer models will be placed in the structural notebook for review.

Some areas have very limited ROW and require the use of drill shaft retaining walls. These walls will be designed for bending in the shafts. Deflection at the top of the wall will also be limited.

Some highly expansive clay soils are known to be present in the project area. The shrink swell cycle of these soils allows water deeper into the soil and results in larger pressures exerted on the wall. Water present in these soils reduces the shear capacity of the soil and reduces factors of safety against global failure.

If the material supported by the wall remains saturated due to high water table or presence of a creek or water supply, hydraulic pressures may be present in additional to the pressures created by the soil. It is critical that water not be allowed in the soil structure but also that any water present be allowed to escape. If the availability of water results in the potential for the soil to become entirely saturated, counter measures will be installed in the wall to prevent this from occurring. Geomembranes, course aggregate drain located at the back of the soil mass, course aggregate bedding, and French drains are examples of measures that may be used to mitigate the presence of water.

c. Resolving Geotechnical Issues

The team has completed reviews of the design of structures along the existing alignment, reviews of as-built geotechnical information of bridges and reviews of owner provided geotechnical information to form our understanding of the previously collected information.

Geotechnical issues that require detailed attention on the NTE project include the following:

- Pavement section design, subgrade swell potential and treatment of swell potential;
- Deep foundation design to address variable conditions throughout the project, including depth to bedrock, uplift loading (related to swelling) and downdrag loading (related to consolidation settlement of embankments);
- Retaining wall foundation design to address external stability, global stability and settlement of walls and suitability of retaining wall components in the earthen environment at the site;
- General earthwork issues including reuse of pavement materials removed during construction, design and construction of earth slopes, time of settlement related to phasing of construction work.

Geotechnical Engineering Approach

As part of the geotechnical scope of services, the following services will be provided:

- Design an exploration program based on the needs of the project to disclose conditions with respect to individual structural foundation components. The program will be integrated with worker safety, motorist and property protection fully embedded in the plan. The program will also be formulated using, to the extent possible, previously collected information.

- Execute the exploration program expeditiously with sensitivity to the schedule requirements for completion of design in a manner coordinated with safety and other schedule defining needs. During the

proposal phase of the effort, the team has utilized available geotechnical information made available by TxDOT and has also conducted over 60 borings on the alignment to support the preliminary design. Based on direct on-site experience and knowledge of the project, it is understood that most of the project is relatively easily accessible from existing TxDOT ROW. For areas in which ROW is currently not owned by TxDOT, coordination with management of OHL on securing appropriate permissions to enter. Participation in identification of appropriate entry agreement terms will adhere to those terms when accessing sites for exploratory purposes.

- Complete geotechnical testing expeditiously in a manner that minimizes sample disturbance, provides quality results and describes soil properties on a global scale as well as site-specific manner. Emphasis will be placed on identification of properties of the upper reaches of borings completed for pavement design and analysis, strength of bearing layers and resisting soils for retaining wall deformation, load-deformation relationships for areas where new loads will be introduced and approaches to mitigation of problematic soils.

- Conduct engineering analyses using site-specific geotechnical stratigraphy coupled with global properties developed in the testing program, tempered with site-specific variations.

- Prepare all design documents for submission, in accordance with the request for detailed proposals, instructions issued by TxDOT, and other standards as applicable, as well as the Designer's instructions during the proposal phase.

Geotechnical Investigation and Laboratory Program
An exploration program that meets AASHTO and TxDOT requirements was prepared for estimating purposes. We anticipate excavation and sampling of boreholes by hollow stem auguring and core drilling:

- For bridge foundations, boreholes will be drilled using hollow stem augers, converting to coring operations within bedrock units. Boreholes will be sampled with thin walled samplers, split spoon samplers and boreholes will be tested with Texas Cone Penetrometers. Drilling depths of up to 60 feet are anticipated. Boreholes for bridge foundations are planned at all new bridge locations;

The team has utilized available geotechnical information made available by TxDOT and has also conducted over 60 borings on the alignment to support the preliminary design

- For retaining walls, borings will be drilled at about every 200 linear feet to depths sufficient to characterize the retained soil and subsurface stratigraphy;
- For pavements, extensive testing is needed to assess and modify subgrades considering the potential vertical rise (PVR) of pavement subgrade. Our proposal is based on the assessment of PVR using grading information and PI within fifteen feet of finished surface and an alternative methodology that allows definition of treatment to modify the effective Plasticity Index of the upper 8 feet to less than 25;
- For major sign and sign bridge locations, single boreholes to depths of between 20 and 50 feet will be drilled;
- In cut wall areas where top-down construction may be anticipated, Marchetti flat plate dilatometer (DMT) testing may be conducted to assess the potential for elastic expansion and loading of retaining walls. Selected boreholes will be converted to observation wells for assessment of groundwater, especially in areas of substantial grade lowering;
- A laboratory testing program will be completed for select samples from boreholes to address strength and consolidation properties of the in-place materials.

Geotechnical Design Deliverables
The geotechnical design deliverables will be provided in

memoranda format to facilitate expedited production, review and approval of the documentation trail. This approach will also support completion of early construction packages. It is anticipated that design memoranda will be needed for bridges and signs, mass grading activities (excavations and embankments), pavements and retaining walls.

The geotechnical design memoranda may include the following items:

- Bridge Design
  - Foundation type for each bridge structure will be evaluated. This will include:
    - Type of foundation recommended.
    - Depth and stratum of embedment and allowable bearing capacity.
  - Prepare foundation design parameters based on information collected in our exploration program.
  - Consider impact of adjacent construction.
  - Consider impact of construction on adjacent facilities/structures.
  - Provide embedment depth considerations.
  - Provide construction considerations

- Pavement Design
  - Evaluate subgrade support conditions including active clays (potential vertical movements to be evaluated according to TxDOT's procedures and alternatives) and risk of soluble sulfate induced heave/distress.
  - Consider lime treatment options as a subgrade or subbase treatment,
  - Calculate pavement structural section design, and maintenance strategy
  - Support Lifecycle Pavement Design Evaluations and reuse of existing pavements and/or pavement materials. This could result in a plan that better optimizes the design.

- Mass Grading Design
  - Suitability study of available materials for earth works construction.
  - Excavability of rock materials in cuts will be considered based on existing information and local experience.
  - Settlement estimates for new embankment loadings and estimated time of settlement will be completed.
  - Estimation of depth of removal of undesirable materials will be made.
  - The need for pavement under-drainage will be assessed.
  - Summarize pavement design and construction in Segment Pavement Design Memorandum.

- Retaining Wall Design
  - Participate in wall type selection based on geotechnical information and performance requirements.
  - External stability evaluations (including global stability and settlement) will be conducted.
  - Geotechnical parameters for retaining wall de sign by the design engineer will be provided.
  - Considerations of the impacts of retaining wall construction on adjacent facilities and roadways, as well as the need to phase wall construction.
  - Summarize retaining wall design and construction considerations in Segment Retaining Wall Design Memorandum (i.e. multiple walls in single report)

Geotechnical Services During Construction

To provide assurance of the quality of the constructed project, the design build team will continue services into construction to address issues that arise therein. Conditions not anticipated during design will always occur, regardless of the extent and numbers of pre-construction explorations conducted. However, the team's best efforts during design will consider the construction methodology and potential issues that may occur at the site and will be addressed by the observational approach.

d. Approach to and Material Selection for the Finish of all Subsurface Elements

The design build team will produce excavation and haul route plans that are sensitive to the community.

Mass grading design will focus on maximizing use of on-site soils within a set of parameters (potential vertical rise, expansive pressure, and workability) that will be defined in detail during final design. Generally, the team will identify soil and rock materials within the zone of pavement subgrade that is unsuitable for pavement support or as material retained behind retaining walls. Said material will be considered for possible chemical treatment and replacement into the pavement subgrade influence zone – a process that will be assessed on a cost/benefit basis. If the economics of treatment and re-use do not make sense, alternative uses will be sought – such as wasting in a non-structural fill or offsite haul. All mass grading and haul operations will consider the haul routing, timing of deliveries, and impact to communities surrounding the project.

The mass grading design will also reflect sensitivity to the communities by considering continuous movement of traffic on roadways under construction, the use of dust palliatives, and mitigation of construction noise and vibration.

1.3.3.5 BRIDGES AND SURFACE STRUCTURES

The Draft Conceptual Plans and RFP Addenda requires that 20 bridges be constructed under the Mandatory Scope. An additional 23 bridges will be required to complete the Ultimate Scope. Detailed bridge design criteria is located in the Appendix, page D-75.

a. Approach to Materials Selection

Proven materials typically used by TxDOT for retaining walls and bridges will be used in the construction of the proposed project. These materials will be designed so that the residual life requirements for the element shown in the contract documents are met at the specified handback date. All structural elements of the project shall be designed in accordance with the technical provisions of the contract documents as well as good industry practice. These technical provisions will include TxDOT design criteria, policies and guidelines where applicable and AASHTO manuals and research where TxDOT criteria is not applicable. Reinforced concrete will be the primary material for these elements utilizing precast elements wherever possible. Precast elements will allow better material control and provide a product that will meet the handback requirements. Protecting concrete against water damage with epoxy sealers and epoxy coated steel will further enable reinforced concrete to withstand elements and maintain a high residual life. Where geometry dictates the use of structural steel, the design will incorporate a weathering steel to resist corrosion. Painting this steel in areas water exposure will further aid in maintaining an aesthetically pleasing structure. No wood will be used for primary structure elements. The only location wood will be used is for temporary shoring, form work and temporary lagging.

Base Scope

The bridges are located and described on the schematic scrolls. The 20 bridges required to construct the Base Proposal can be summarized in groups, as follows:

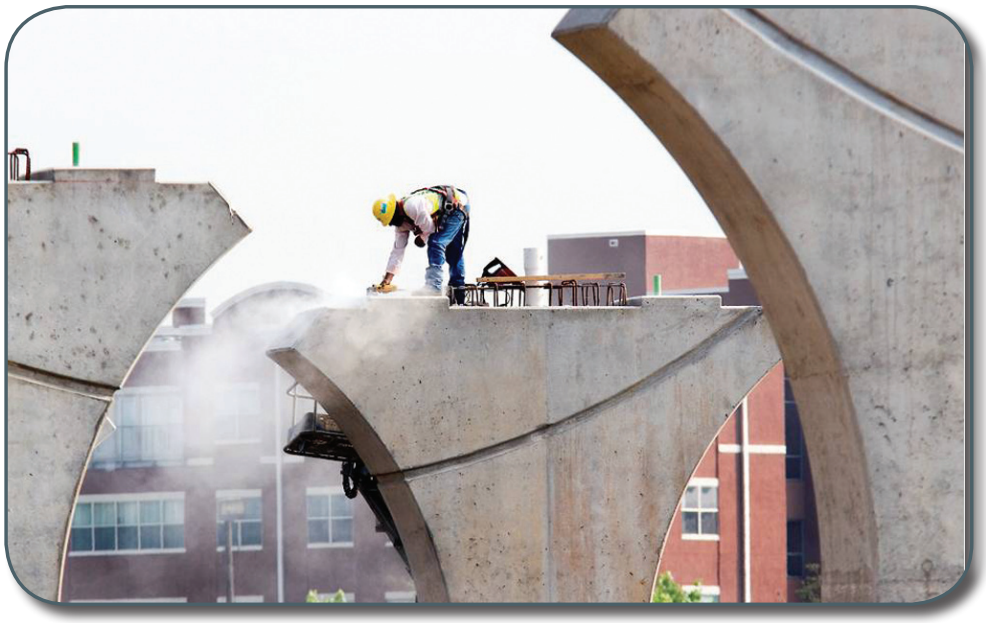
- **10 Mainline Bridges** – Each bridge generally consists of 2 to 12 spans of 50' to 150' each, carrying 10 to12 lanes of main line traffic or over local roads or streams or conveying several lanes of local or ramp

traffic over the mainline. Total bridge lengths vary from 225' to 750'. Superstructure construction will be prestressed concrete girders with reinforced concrete deck slab.

- **6 Braided Ramp Bridges** – There are six braided ramps connecting the managed lanes, express lanes, or frontage roads to one another, each carrying one lane and shoulder. These bridges are multi-span structures composed of 60' to 120' spans, totaling 650' to 800' in length. The superstructures will be primarily prestressed concrete girders supporting a reinforced concrete deck slab.

- **4 Railroad Bridges** – Two twin railroad bridges will be constructed to carry the existing DART and UPRR lines over the I-820 corridor. The UPRR Bridge - five spans totaling 456' - and the DART Bridge – four spans totaling 348' – will be constructed similarly: First, build a new single-track bridge as a shoofly; demolish the existing bridge; then build a second parallel single-track bridge. The structures will be single ballasted steel deck girder construction supported on bents composed of drilled shafts with reinforced concrete cap beams.

Substructure elements for all bridges will be primarily cap and column piers or tall reinforced concrete hammerhead, with concrete and steel straddle bents where required. Abutments will be stub type per TxDOT standards, with MSE walls incorporated into the abutment to handle all lateral loads. All substructures will be founded on drilled shafts. Preliminary layout and configuration of these structures has been coordinated with the construction staging plan for the interchange. Temporary works, as needed for maintenance of traffic through the intersection during construction will be designed to TxDOT standards.



Other Structures

Locations of the other proposed "structures" – retaining walls, noise walls, sign support structures, drainage structures, culverts, etc – are shown on the roadway scrolls. Transverse locations may vary after making final determination with local entities regarding aesthetics and landscaping issues.

b. Schematic Indicating Bridge Locations and Limits, Bridge Types, Foundation Types, Controlling Vertical Clearances, and Typical Span Arrangements

Please refer to the roadway schematic scrolls accompanying this proposal.

c. Schematic Including Preliminary Wall Types, Proposed Locations and Limits for Retaining and Noise Walls

Please refer to the roadway schematic scrolls accompanying this proposal.

1.3.3.6 TOLLING AND ITS SYSTEMS

a. Preliminary Toll Plan

The detailed Draft Tolling Plan is presented in the Appendix, page D-51.

The Managed Lanes Tolling System is a fully electronic, barrier free solution that is deployed on standard TxDOT overhead sign bridges. There are two locations where mainline tolling will be deployed, and additionally two ramp locations at Rufe Snow. These sites include a declaration lane and variable message signing that clearly identifies when and how to declare for HOV discounts. The following figure shows the location of the toll sites and variable toll rate signs positioned on the road schematic.

The Managed Lanes Tolling System includes front and rear color cameras that capture the plates on vehicles; DSRC readers that capture TxTag, NTTA and HCTRA tags Ids; and classification systems that determine the vehicle toll class based on shape information. The system is deployed overhead, and does not require any closures to effect repairs.

Data from the Managed Lanes is processed at the OHL Control center, and forwarded to NTTA for reconciliation with accounts including interoperable agency accounts. Operational staff at OHL's Control Center monitor the processing of the Toll Data and ensure that transactions are flowing to NTTA and that payments are received. They also ensure that the Managed Lanes Tolling System continues to operate at or above performance and availability requirements.

Rates for tolling segments will initially be set with a static table. Later the rates will be variable in each segment and will be adjusted in accordance with the rules and rate structures defined in the CDA. The variable rate will be set using real-time traffic volume data collected in the Managed Lanes and in the General Purpose lanes. Using the variable rates, the objective of the Managed Lanes Tolling System is to maintain a traffic flow of at least 50 mph.

Traffic flow data will be shared with other traffic centers in accordance with the Center-to-center specification. This will provide traffic volume data and a source of traffic video cameras both to other and from other traffic centers. The OHL Managed Lanes Tolling System will use data obtained from other adjacent highways to help forecast traffic demand and prepare variable rate increases when the system is operating in the dynamic pricing mode.

a.i. Toll Collection Methodology

The Toll Collection Methodology will utilize non-disrupting electronic tolling equipment. Safety is our primary concern, and with that in mind, our deployment of tolling infrastructure will be located such that vehicle movements can be made safely at highway speeds. The requirements of the Tolling System and Managed Lanes Operation require that HOV users obtain a discount through self-declaration. To achieve this we provide a temporary lane that allows the HOV user to make a movement to that lane that is detected by the Toll System sensors. Through this, the HOV user's transaction will be flagged as eligible for a discount.

The Toll Collection Methodology utilizes tags that identify user accounts. These accounts may be held with one of the state tolling agencies that includes primarily NTTA. Other account issuers such as TxDOT, CTRMA, and HCTRA also provide tags, and those users are equally encouraged to use the Managed Lanes. All toll transactions are processed by the OHL processing center and then forwarded to NTTA who performs the payment processing - while sorting NTTA transaction from others (considered interoperable). Payment for all transactions is returned to OHL.

a.ii. ETCS Hardware And Software Specifications

The ETCS hardware and software is based on Raytheon's deployed Open Road Toll System that has passed stringent testing under the supervision and oversight of TxDOT and specifically TTA and its consultant team. Hardware and Software Specifications will be derived from the base requirements of the TxDOT Statewide Open Road Tolling (ORT) CDA and modified to suit the specific requirements of the Managed Lanes System.

Our System Engineering process will trace the base requirements and those new requirements through a System Engineering activity that creates the specification for both hardware and software. As we are starting with a mature solution that already exceeds the performance requirements, we expect that the majority of the completed system engineering work will stand – reducing areas of uncertainty and ensuring a quality product.

Testing of the system is important, and we will welcome the participation of TxDOT during testing phases. The ongoing maintenance and operation of the ETCS system utilizes features inherent in the mature Specification that enable constant monitoring and problem isolation which ensure continued high performance.

a.iii. Proposed Secure Network Communications System

The proposed secure tolling network communications system will be shared with the ITS main fiber communications trunk. A separate, specifically identified fiber bundle is designated to provide all toll communications. A fiber communications cabinet located near each toll gantry will provide access to the main fiber trunk for all toll gantry communications requirements. All toll communications will be sent to the toll operations center.

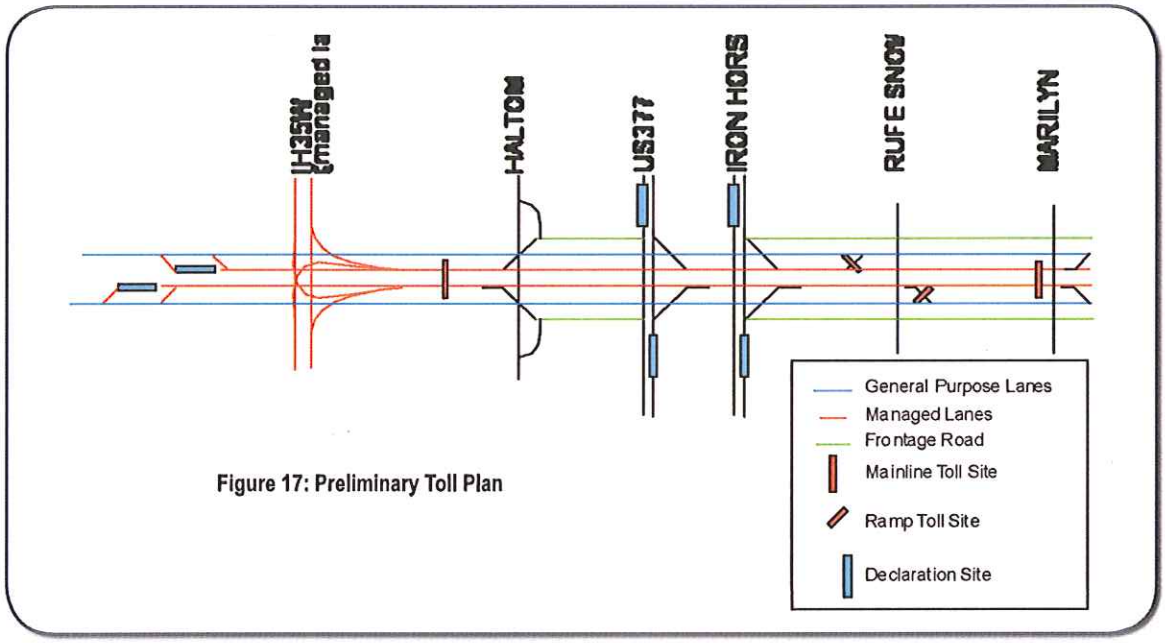


Figure 17: Preliminary Toll Plan

a.iv. Dividing Managed Lanes Into Toll Segments

Road Segment 1 includes the Managed Lanes from the intersection of SH 820 and IH-35W to SH 26, having a total length of approximately five miles. There are essentially two toll segments in each direction with an implied division near US 377.

TABLE 16: SUMMARY OF TOLL OPPORTUNITIES											
Origin	Destination	Direction	Distance (miles)	Western mainline toll site (EB)	Eastern mainline toll site (EB)	Exit past Rufe Snow	Eastern mainline toll site (WB)	Enter past Rufe Snow	Western mainline toll site (WB)	Total	Rate/ Mile
IH 35 W	Haltom	east	1.610	X						.50	.31
IH 35 W	Holiday	east	4.261	X		x				.88	.21
IH 35 W	SH 26	east	5.114	X	x					1.00	.20
US 377	Holiday	east	1.610			x				.38	.23
US 377	SH 26	east	2.462		x					.50	.20
Iron Horse	Holiday	east	.947			x				.38	.40
Iron Horse	SH 26	east	1.799		x					.50	.28
SH 26	Iron Horse	west	1.799				x			.50	.28
SH 26	IH 35 W	west	5.114				x		x	1.00	.20
SH 26	US 377	west	2.462				x			.50	.20
Rufe Snow	Iron Horse	west	.568					x		.38	.66
Rufe Snow	US 377	west	1.231					x		.38	.30
Rufe Snow	IH 35 W	west	3.883					x	x	.88	.23
Haltom	IH 35 W	west	1.610						x	.50	.31

A trip from the one terminus to the other will pass through two toll sites and the combined toll collected will be equivalent to the total length of the facility multiplied by the toll rate per mile. Shorter trips may pass through one toll site, however in our configuration it is not possible to avoid at least one toll point.

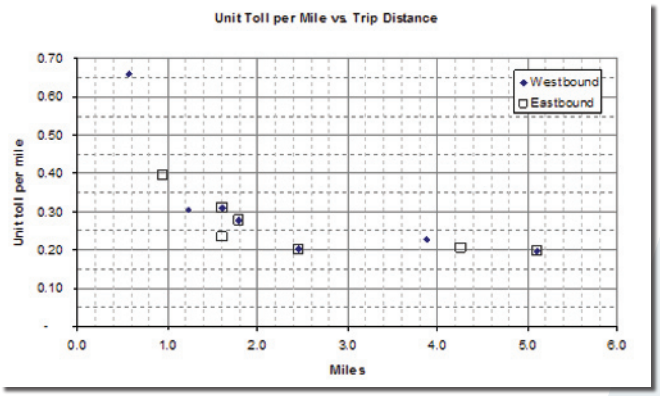
b. Preliminary ITS Plan

b.i. ITS Field Infrastructure Design Technical Approach

The proposed ITS design for the NTE will allow for full monitoring of traffic conditions on both the general and managed lanes. The proposed system will establish a network of integrated traffic control devices (i.e., input and output devices) accessible by both the Toll Management Operation Center and TransVision. The proposed system will improve the state's existing system on IH-820 by expanding the coverage area, increasing the number of control devices, increasing the system bandwidth and improving the reliability of the communications network.

The preliminary ITS design follows TxDOT's standard ITS design approach and criteria. The Preliminary ITS Design Schematics are found in the schematic scrolls. The ITS Systems Design Approach and criteria are included in the Appendix, page D-77.

Figure 18: Trip Tolling Equity



b.ii. How the System will be Monitored and Connected to Area Traffic Management Centers to Maintain Interoperability

Maintaining interoperability between area traffic management centers will be achieved utilizing ITS industry standard systems engineering practices initiated through the Concept of Operations document and the TMC Standard Operating Procedures document. These documents describe the practices and procedures that will be supported by the system and how information will be exchanged between centers.

The following is a general high-level description of the ITS tools that will be provided for operating and managing the NTE facility:

- **Operations** – A TMC will be provided and staffed for 24/7 operations with one operator and one supervisor on duty during the daytime period and one operator during nights and weekends. The TMC operations room will accommodate two operations consoles and include computer workstations as well as a modest video projection / wall system.
- **Center-to-Center Coordination** – The proposed system software will include several methods of coordinating information with other ITS systems in the region. The software will include the ability to communicate device status, link status and event status via the center-to-center (C2C) standards compliant interface. The NTE Corridor interface will be compliant with the C2C standards published by TxDOT and will connect to other centers and systems via a network and web infrastructure provided by TxDOT. The proposed system software will also provide a real-time data feed to a public web site that will update the traveling public about the status of roadway incidents or congestion on I-820. Finally, the system software provides a fax, pager and email messaging capability that will be programmed to notify the appropriate personnel.
- **Center-to-Center Interoperability** – Using the same TxDOT standard C2C interfaces and infrastructure, the system software will allow for limited control capabilities to be shared with other TxDOT ITS centers. This control will include CCTV viewing and DMS message controls. The system software also supports NTCIP standard interfaces with field devices allowing for the future deployment, by others, of additional compliant devices.

b.ii. Coordinating with TxDOT and Other ITS Systems in the Region

Through the efforts of several North Central Texas Council of Governments (NCTCOG) member agencies, video and data exchange to manage the region's traffic is a primary goal and function of managing the traffic and transportation needs in this growing region. Telvent has been involved in the region's goal of managing the region's traffic and transportation needs by designing several ITS PS&E

The ITS design team has vast experience in ITS field infrastructure design, specifically TxDOT ITS field infrastructure design. Having designed ITS field infrastructure PS&E in the Dallas/Fort Worth metroplex, the ITS team will provide an efficient design while maintaining the connectivity and data exchange requirements

projects and the region's Coordinated Traffic Incident Management Train-the-Trainer program. Telvent has extensive experience with the TxDOT Statewide software. We were a team member on the Florida Statewide Software project with SwRI, which used the TxDOT Statewide Software as its code base and developed several modules to the Florida Statewide software. Telvent is currently under contract with the Dallas Area Rapid Transit Authority (DART) to provide the interface between the TxDOT's C2C interface and the DART Network. Telvent is utilizing the current ICD's for this development effort. The interface development will be a Web Services based messaging application using the TxDOT's C2C-CID-3.2.0 and TxDOT's C2C-Sicd-3.2.0 documents.

The proposed system software will include several methods of coordinating information with other ITS systems in the region. The software will include the ability to communicate device status, link status and event status via its center-to-center (C2C) standards compliant interface. The NTE Base Scope interface will be compliant with the C2C standards published by TxDOT and will connect to other centers and systems via a network and web infrastructure provided by TxDOT. The proposed system software will also provide a real-time data feed to a public web site that will update the traveling public about the status of roadway incidents or congestion on I-820. Finally, the system software provides a fax, pager, Email messaging capability that will be programmed to notify the appropriate personnel. Using the same TxDOT standard C2C interfaces and infrastructure, the system software will allow for limited control capabilities to be shared with other TxDOT ITS centers. This control will include CCTV viewing and DMS message controls. The system software also supports NTCIP standard interfaces with field devices allowing for the future deployment, by others, of additional compliant devices.

1. **ITS Architecture & Concept of Operations (CONOPS)**
   The ITS team will design the ITS components of this project to conform to TxDOT ITS Architecture, including which element of the architecture is represented by the ITS elements of this project, who the stakeholders are and what their roles are in this project and finally what interfaces are required between this project and other existing and future architecture elements.

2. **High-Level and Detailed Requirements**
   Detailed requirements will be developed for items listed in the RFP. The ITS team will use the document "Developing Functional Requirements for ITS Projects" that was recently developed by the USDOT ITS Joint Program Office as a guide in formulating overall system requirements. The proposed solution will offer off-the-shelf functionality to meet nearly all critical system requirements.

3. **Functional Requirements Walk-Through**
   The Draft TMS Functional Requirements will be provided for review. A subsequent face-to-face meeting will enable detailed discussion of the functional requirements between all parties. After the walk-thru and discussions of the ATMS functional requirements, Telvent will collect and address the obtained comments and integrate the result into the Final ATMS Functional Requirements document.

4. **High-Level Design**
   When software development or enhancement is required, the next step in the System Engineering Process is High Level Design. This design phase is where we will begin to examine the bigger picture with regard to the design, implementation, integration, testing, operations and maintenance of ITSBased upon the detailed requirements, an alternatives analysis will be conducted of two or more designs for the purpose of identifying the best design option.

Telvent is currently under contract with the Dallas Area Rapid Transit Authority (DART) to provide the interface between the TxDOT's C2C interface and the DART Network.

Each alternative shall, at a minimum, examine and detail the following: cost implications, ability for future growth, security and risk analysis, past performance history, certainty of the future, reliability, flexibility, administration, advantages, and disadvantages.

5. **Detailed Level Design**
   Upon completion of high level design activities, the team will advance final design and equipment procurement. In addition, the Software Functional Design Report will be prepared to detail the basic system architecture (interface descriptions and deployment diagrams), the communications design that covers central system, external systems, legacy and new field devices, LAN / WAN communications network issues, Graphical User Interface (GUI) layouts, GIS and map displays, command and control interface and an overall database design that will establish the tables and data being used for the system. Design elements will be related to the detailed requirements that they satisfy to continue the path of trace-ability to ensure requirements are met and unnecessary features are not added.

6. **Implementation**
   The ITS team will develop a schedule for all implementation and integration activities, monitor it, manage activities such that individuals are communicating with each other and take the necessary corrective actions when events do not occur according to the plan. The ITS team's implementation philosophy is rooted in controlling the integration environment and minimizing surprises. The approach is to develop an implementation plan that reflects a range of reviews from constructability to risk assessment that: 1) Identifies the critical path schedule and key interface and coordination points 2) Seeks to minimize the opportunity for delay, changes orders and so forth, 3) Reduces implementation risk for all participating parties; 4) Identifies clear roles and responsibilities of OHL, other participating stakeholders and all parties involved.

   The implementation planning will depend on which phase of the project is being integrated. For the initial phase, few, if any, operational activities are taking place, so there is no worry about interrupting anything. For subsequent phases, implementation planning must acknowledge that the TMC is a "live" operational facility. Deployments, testing and commissioning cut-overs may involve one workstation within the operating facility at a time, provided that full control and monitoring capabilities can be provided from the other workstation to meet the TMC's operating needs. Through the use of our proven products and integration experience, we are confident that we can minimize the risk of interrupting on-going operations.

7. **Integration and Testing**
   Acceptance Test Procedures will be developed to reflect the detailed design and traceability back to the CONOPS and detailed requirements thus ensuring the deployed system is what was originally envisioned. Test procedures will include step-by-step instructions for running the test and the expected results of the test. Each test will be formatted so that it may individually be signed-off as completed and any applicable notes or comments may be included. A Subsystem Test Plan (e.g., selection and display of ITS elements from the GUI map or selection and control of CCTV cameras) and an overall System Test Plan (i.e., a milestone delivery phase with multiple subsystems integrated) will be developed for review and approval prior to conducting the testing.

8. **Subsystem / Systems Verification**
   Subsystem and System Acceptance Tests will be conducted to ensure the implemented design meets specifications, the agreed upon test plan and that the entire system works seamlessly as designed.

1.3.3.7 SIGNING, DELINEATION, PAVEMENT MARKINGS, SIGNALIZATION AND LIGHTING

a. Preliminary Operational Guide Signing Schematic

Please refer to the roadway schematic scrolls accompanying this proposal.

b. Design Approach

A signing schematic has been prepared to show the proposed placement of overhead and roadside guide signs including signs required for the tolling facility. The overhead signs will be placed on a sign bridge or on cantilever sign supports as applicable. An option to install a center pedestal type support may be employed as deemed appropriate. All guide signs, toll road signing and small signs shall conform to the Texas MUTCD and TxDOT Sign Standards. Small roadside signs shall be placed in accordance with the TxDOT Sign Crew Field Book Manual.

The overall plan will be completed in staged construction. As each stage or phase of construction is evaluated, attempts will be made to install signs at their ultimate locations while effectively providing guidance and information to the motoring public. In some instances, it will be necessary to install overhead guide signs on a temporary basis, primarily due to the number of lanes and the importance of conveying clear direction to motorists. This can be expected at the transitions to existing and newly constructed roadways. The use of temporary guide signs will be kept to a minimum.

Delineation: All delineation requirements shall be in accordance with the TxDOT standards. This should include but not limited to the following: object markers, delineators, metal beam guard fence, attenuators, crash cushions and placement of concrete traffic barrier.

Pavement Markings: All permanent and work zone pavement markings shall conform to TxDOT pavement marking standards for freeways and other roadways. Placement of raised pavement markers will comply with all TxDOT standards, regulations and district preferences and requirements.

Lighting: The lighting associated with this project shall be developed in accordance with current TxDOT standard practices and specifications including, but not limited to, the TxDOT Highway Illumination Manual. Lighting will include continuous freeway lighting installed throughout the project limits using high mast lighting, underpass lighting as deemed required and miscellaneous roadway lighting where the proposed construction affects current lighting installations.

Other cost factors that may be considered include, but are not limited to, the following:

- Power control centers. Conduits (in-ground, jacked under paved area, concrete-encased);
- Circuit cable, connectors and splice kits;
- Pull boxes and junction boxes;
- Power winches to operate tower lowering device;
- Special surface treatment for poles;
- Spare luminaires/poles if required;
- Possibly temporary lighting during the projects construction;
- Guardrail protection will be required as needed, based upon TxDOT criteria;
- Soil boring logs will be required for determining foundation designs for tower lighting as required by the TxDOT Highway Illumination Manual;
- Actual illumination calculation may yield results varying from the information given here. Actual design should consider achieving uniformity levels per TxDOT criteria; and
- Light trespass to adjacent land uses will also require consideration.

Signalization: The traffic signal work associated with this project shall be developed in accordance with

current TxDOT standard practices and specifications. A preliminary traffic signal assessment has been performed with the following considerations:

- The intersections at IH820 & SH26 do not need signal reconstruction as a result of the proposed roadway work, but estimated quantities were provided for upgrade purposes.
- The signals at the intersections at Rufe Snow are relatively new and are minimally affected by the proposed roadway work; therefore, the estimated quantities at that location only include signal items that need to be replaced due to the roadway work.
- Mast arm lengths were based upon:
  - Face of support poles were located a minimum of 2.5 feet behind face of curb.
  - Placement of vehicular signal heads are centered on the lane they are controlling. For dual turn lanes, it was assumed that there would be a vehicular signal head for each lane.
- Mast arm lengths could vary by as much as five feet pending verification of underground utility conflicts, lane and intersection geometry or possible changes to pole locations.

The signals at the interchanges of US 377, Rufe Snow and SH26 currently have intersection lighting on mast arms. Bracket arm-mounted luminaires should be expected in the reconstructed installations, which would increase the pole height at those locations. Additionally, intersection lighting mounted on mast arms may also be required at new signal installations at IH820 & N Riverside and IH-35W & Fossil Creek.

1.3.3.8 AESTHETIC DESIGN

a. Preliminary Aesthetic and Landscape Design

The DB Team has reviewed the RFP along with informational documents and plans to approach this project with the following goals:

- Quality planning and design within the project budgets;
- Perform the design and construction requirements within the stated timeframe;
- Help facilitate input and consensus from corridor stakeholders;
- Maximize the visible impacts of landscaping and aesthetic enhancements as viewed from users of the transportation corridor and adjoining communities.

The concept design will conform to the geometrics of the proposed highway and landscape using TxDOT documents to get a sense of scale and perspective for the renovations to I-820 between IH-35W and the I-820/I-183 split. The main interchanges that bisect and enclose the area have been the most crucial in determining the landscape character for the entire stretch of road. These interchanges were designed based upon the site lines of people turning and ramping, the topography of the site, the attractive and less-attractive views of I-820 and the natural landscape that currently exists on site.

Potential Landscape and Aesthetic Enhancement Elements:

- Continuous automated irrigation for various landscape mixes, allowing for efficient care and maintenance while improving safety by eliminating the need for watering trucks and other operations;
- Retaining walls located in the designated mix beds will have climbing vines spaced 5 feet on center and field located per the landscape architect;
- Architectural treatments of key visible structure;
- Natural waterways and drainage areas will be utilized to show enhanced natural clusters of landscaping;
- Native grasses and wildflower massing will be used at major intersections and interchanges to delineate “gateways” into various cities;
- The officials of cities adjacent to the corridor will be consulted regarding key gateway streets;
- The Team will consider the unique manner in which landscapes are perceived along major transportation corridors.

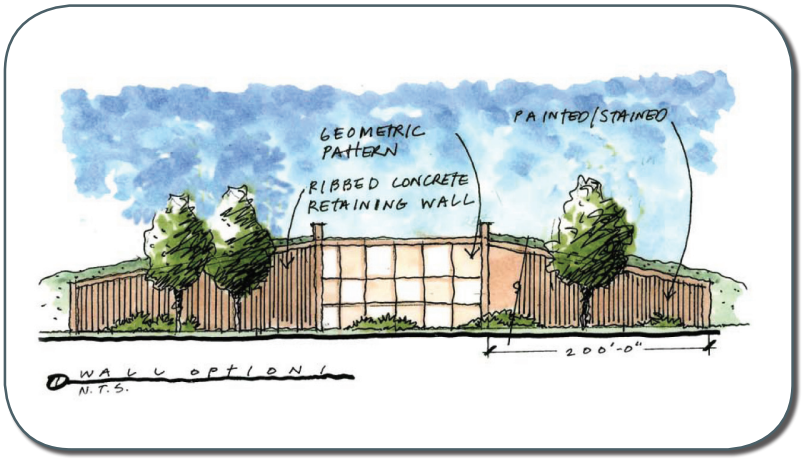
The team fully understands the importance using the aesthetic budget to work with adjacent communities and cities to enhance not only the aesthetics of the corridor, but to address connectivity and identities of each.

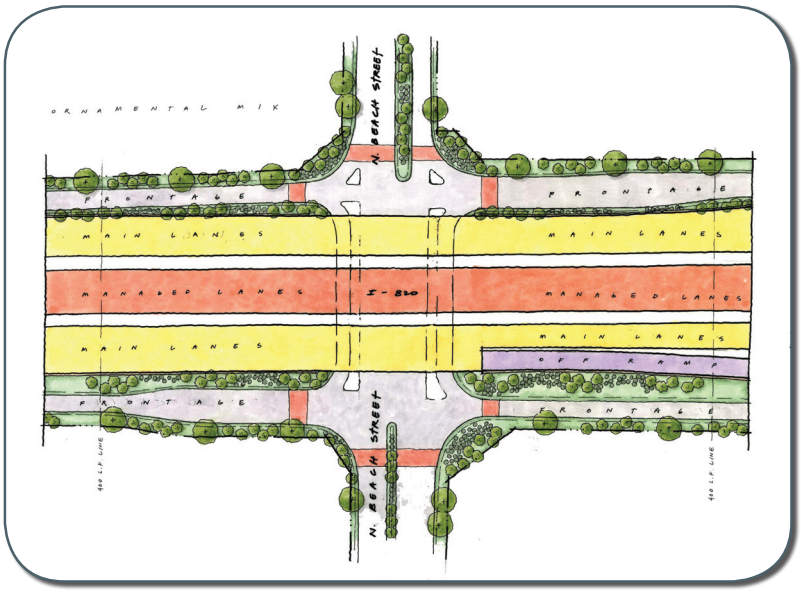
The team fully understands the importance using the aesthetic budget to work with adjacent communities and cities to enhance not only the aesthetics of the corridor, but to address connectivity and identities of each.

b. TxDOT Coordination to Enhance Design and Aesthetic Details

Once a budget for aesthetic improvements has been finalized, and allocations of those funds to the various project areas have been committed, OHL will consult with TxDOT to determine appropriate aesthetic concepts for the corridor. The corridor wide enhancements will be applied to each of the predetermined emphasis areas working within the framework of TxDOT Fort Worth District Landscape and Aesthetics Master Plan, plans of the various jurisdictions affected and local stakeholders and communities.

The design team will prepare aesthetics and landscape plans to be approved by TxDOT prior to construction of various enhancement elements. Upon completion of the aesthetic and landscaping plan, the design build team will consolidate the information, which establishes the requirements for engineering of the highway corridor aesthetics. The guidelines will serve as the primary standard guidance necessary to produce the intended aesthetic form, function and appearance of this and future projects. The design build team will work with the aesthetics committee established by TxDOT to ensure that the overall design is consistent with the aesthetic design guidelines. The OHL Team will make the agreed upon presentations required to receive approval from the Aesthetics Committee. The OHL Team will work with TxDOT and the Aesthetic Committee in maintaining budget for the proposed enhancements.





1.3.3.9 ROW ACQUISITION

a. ROW Acquisition Approach

The majority of TranSystems' experience is from acquiring ROW for TxDOT projects as well as under the federal guidelines for other types of projects such as airports.

The ROW acquisition staff is experienced in acquiring ROW under the Uniform Relocation and Real Property Acquisition Policies act of 1970 as amended in regard to the management of the ROW process.

The ROW task leader, Brad Penn, will be assigned to facilitate the overall acquisition process and coordinate between TxDOT, local officials and the office of the Attorney General. This task leader will ensure the acquisition process is completed in a timely manner and acquired in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended. In addition, the team will ensure that the property owners' rights are adhered to in regard to the Uniform Act and the Landowners Bill of Rights.

For example, once authorized to proceed with the acquisition process:

- The Landowners Bill of Rights will be sent to each property owner along with an introduction letter to inform the property owner of the process and contact information.
- The appraiser will contact the property owner for the right of co-inspection. The appraisal will be reviewed by a state certified appraiser. The appraisal assignments will be prioritized where relocation is necessary.
- Once the appraisal and review are approved, the ROW agent will deliver a copy of the appraisal report, offer letter, memorandum of agreement, ROW deed and survey to the property owner to begin the negotiation phase of the process.
- The task leader will ensure that the property owner is treated fairly and that his rights are protected according to the Uniform Act and that good faith negotiations are performed.
- The ROW agent will ensure that all counteroffers are presented to OHL and/or the Agency for approval. If both parties agree, the appropriate signed documents will be submitted to the title company of choice for closing procedures to begin.
- Title curative matters will be managed and taken care of according to TxDOT guidelines and the parcel will be closed.
- The ROW agent will ensure that the property owner is aware of each step and notified of the status. The closing will be coordinated by the ROW agent between the title company, property owner and OHL.
- Should there be an impasse in the negotiation process, the property owner would be notified and an updated appraisal will be completed. A final offer letter will be sent to the property owner and the Eminent Domain Proceeding (E-49) package will be delivered to the Attorney General's staff to begin eminent domain proceedings.
- Billboard issues need to be addressed early in the process as possible. Negotiations with sign owners, lessee interests, relocating to remainder issues and condemnation issues all require early identification to keep the project on schedule.

In regard to relocations, every effort will be made to ensure all displaced property owners / tenants are treated fairly and information provided regularly to the relocatee. Relocation offers will be made by the relocation agent who will work closely with the negotiator in regard to timing for efficiency. The calculation of payments and benefits will be reviewed by in house staff knowledgeable in the relocation guidelines. The relocation agent will coordinate between TxDOT officials and the relocatees to ensure their rights are protected and that they treated fairly.

The design build team will also offer support staff to the agents in the issuance of offers and notices by certified mail and aid in record keeping and file maintenance. Record keeping and file maintenance are critical in a project of this magnitude. The files will be made available for audit procedures by TxDOT and federal auditors if necessary. In the past, the team has been successful in going through this audit procedure.

Our intent is for the ROW acquisition manager to work closely with the construction manager to ensure the ROW is secured based on priority construction areas. For example, the areas where fewer parcels are required, possibly this area would be designated as a priority construction area of the project where construction could begin. Every attempt to acquire these parcels will be made, However, to complete the acquisition process in accordance to the proposed timeline, work would simultaneously be done on the other parcels in the project.

b. Description of Quality Control Methods

The Team has several methods to ensure quality control in regard to acquisition projects throughout the process. The ROW agents are in contact with the Project Manager to discuss issues as they arise. The staff appraisal team that is on the TxDOT list of approved appraisers will review the appraisals and prepare the reviews on TxDOT's Form A-10. When the reviews are performed, the appraisers will check for reasonableness and accuracy as well as to ensure they are completed according to the Uniform Standards of Professional Appraisal Practice and TxDOT guidelines. Should these reports require additional explanation; the review appraiser will be in contact with the appraiser to discuss any issues.

For overall quality control, the team will utilize a checklist that TxDOT has provided for auditing purposes. This checklist is used by ROW agents to ensure accuracy of the information required by various forms and letters to provide to the property owners and tenants.

Our staff will actively pursue the statutory timeline requirements for ultimate efficiency.

c. Communication and Coordination with Property Owners

The design build team will send introduction letters to give adequate notice to owners and tenants as to how they are affected by a taking, allowing them time to plan for their individual needs. In regard to the acquisition and relocation process, our staff will actively pursue the statutory timeline requirements for ultimate efficiency. However, the concerns and needs of the property owners and tenants will be first and foremost. Our staff will be diligent in pursuing mutually agreeable scheduled times with property owners and tenants and will be consistent in our methods to ensure the meetings take place in a timely manner.

1.3.3.10 UTILITY ADJUSTMENTS

From past experience providing identical utility services on TxDOT's SH130 Design build project, the utilities component of the team is very knowledgeable of TxDOT's agreements, standards, regulations, policies and procedures. This past experience allows for a zero learning curve that will result in timely deliverables and effective coordination activities to ensure project success.

a. Identification and Documentation

Subsurface Utility Engineering investigations and Utility Adjustment Coordination efforts will begin on the project as soon as the NTP1 is issued. The team will concurrently update and supplement the subsurface utility engineering information already provided by TxDOT and will initiate a preliminary design meeting to

Past experience, such as the SH-130 Project allows for a zero learning curve that will result in timely deliverables and effective coordination activities to ensure project success

introduce the project to each utility owner. This meeting will also serve as an opportunity to obtain any plans for future utility installations that may affect the project. The team will utilize various sources to ensure that the presence and locations of subsurface utilities that may affect or be impacted by the project's work have been identified, verified and documented. Such sources shall include additional subsurface utility engineering investigations (i.e. designating, test holes and records research), coordination with TxDOT for outstanding permits and coordination with utility owners to ensure that all existing and future utility installations that may affect the project are accounted for. The team shall input the data collected into a CAD system or GIS and assist the project designers to examine project options and plan ahead to eliminate utility conflicts as detailed below.

As part of the due diligence effort, the utility adjustment team has already performed an initial supplemental utility verification investigation and has determined that there are 19 utility owners found within the limits of Segment 1 that will be affected by the proposed construction. Both overhead and underground facility types were discovered. Further overhead and Subsurface Utility Engineering investigations will be necessary to accurately identify the horizontal and vertical locations of utilities at critical conflict points.

b. Communication and Planning of Construction to Keep Utility Owners Informed

Providing the appropriate staffing levels and organizational structure to support the project's specific needs will be critical to proper communication and planning of construction to keep utility owners informed. Currently, there are 19 separate known utility owners found within Segment 1 of the NTE. The Utility Adjustment Team will provide a separate utility coordinator for each utility type (i.e. power, gas/petroleum, water/sewer and communications/cable) to ensure schedule adherence. From previous experience, this approach will not only facilitate the coordination effort by providing a single point of contact for each respective utility owner type, but will also allow enhanced communication and cooperation since each Utility Coordinator will be selected based upon their individual expertise. In other words, a "subject matter expert" will be provided to champion the coordination effort for each respective utility owner type they are assigned.

Staffing / Resources

Based upon the current construction sequencing plan proposed to complete this project, there will be times in which both design and construction

Utility Companies/Municipalities with facilities within the Project Limit:

1. Above Net Communications
2. Atmos Energy
3. AT&T Communications
4. Barnett Gathering, LLC
5. Charter Communications
6. City of Fort Worth
7. City of North Richland Hills
8. City of Haltom City
9. City of Watauga
10. Explorer Pipeline
11. Exxon Mobil Pipeline
12. Level 3 Communications
13. TXU (Formerly Oncor) Electric Distribution
14. TXU (Formerly Oncor) Electric Transmission
15. Qwest Communications
16. Sprint
17. Sunoco Pipeline
18. Texas Midstream Pipeline
19. TWC telecom, Inc

activities will be performed simultaneously. Through experience with similar design build projects, the importance of conducting utility coordination and utility adjustment verification activities simultaneously during both phases of the project is understood. OHL will provide two separate utility professionals to ensure that there are adequate resources and skill sets to accommodate different phases of simultaneous work.

The following personnel will work to keep utility owners informed of the construction schedule, the means of construction and changes that may affect their facilities.

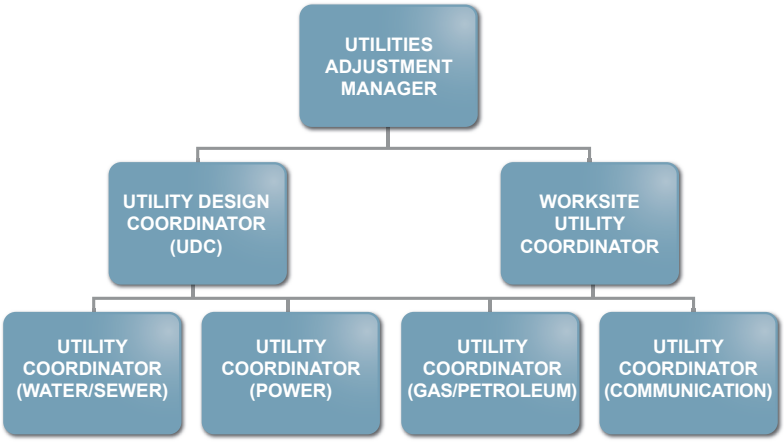


Figure 19: Utility Management Structure

Utilities Adjustment Manager

- Responsible for providing oversight and direction to all professionals listed above. The Utilities Adjustment Manager will serve as the direct communication conduit between the Utility Adjustment Team and the overall project management team.
- Support the project by ensuring that all of OHL's obligations are met in regard to utility adjustments and will be authorized to approve all financial and technical modifications associated with utility adjustments and modifications to utility agreements.

Utility Design Coordinator (UDC)

- Responsible for leading all utility-related pre-construction activities and support of utility adjustment field modifications.
- Responsible for coordinating the utility adjustment designs with the ultimate highway design features during the planning, design and construction phases of the project.
- Supervise the utility coordinators referenced above concerning utility issues during the planning and design phases of the project.

Worksite Utility Coordination Supervisor (WUCS)

- Responsible for the utility coordination effort and supporting the UDC in constructability reviews and quality assurance/quality control.
- Supervises the above-referenced Utility Coordinators in regard to utility issues to ensure that utilities are installed according to the CDA documents and TxDOT's Utility Accommodation Regulations.
- Responsible for ensuring that utility scheduling, inspection, emergency procedures, utility adjustment field modifications and record drawings are completed as specified in the CDA documents.
- Primary point of contact between the utility companies and the contractor.
- Recommend the rate of reoccurrence for utility coordination. In no case will utility coordination meetings occur less than monthly until controlling items of utility relocations and adjustment milestones are completed.
- Contact each utility company to obtain and distribute information including, utility adjustment schedules, in-field design changes and utility work plans for the controlling items of utility relocations and adjustments.
- Notify the appropriate utility company and/or utility subcontractors and TxDOT of the status of controlling items of relocations and adjustment milestones as they are completed.

Including this additional utility professional exceeds the minimum requirements stipulated in the CDA documents; however, it is our opinion that such a resource will be required to meet the project's communication and coordination needs and schedules.

Plan for Communication and Coordination:
Although the NTE project's baseline schedule is aggressive, all CDA documents and regulatory requirements regarding communications and contacts will be adhered to during its development. Regular Utility Task Force meetings will be held to keep the utility owners, TxDOT and the engineer-of-record in constant communication so that all issues can be negotiated and resolved in a timely fashion. The stakeholders will be continually updated on the project's progress and monthly status reports will be produced. TxDOT will review all agreements prior to execution and will review, with the team's construction group, all utility work schedules before they are finalized. Subsurface Utility Engineering investigations and Utility Adjustment Coordination efforts will begin on the project with the issuance of NTP1. The team will initiate a preliminary design meeting to introduce the project to each utility owner. This meeting will also serve as an opportunity to obtain any plans for future utility installations that may affect the project and to introduce them to the Master Utility Adjustment Agreements (MUAAs) that are to be utilized for this project. The goal of this utility coordination effort will be to not only identify all utility facilities that may be impacted by the project's construction, but also to lay the foundation and framework of each stakeholder's responsibilities and priorities.

Experience from the development of previous design build projects has shown that the project's construction sequencing plan will drive the priorities of the subsurface utility engineering and utility coordination efforts. In order to ensure that utility-related issues and adjustments are addressed to accommodate the project's staging and development, our Utility Manager (UM) will closely coordinate, track and direct our Subsurface Utility Engineering, Utility Adjustment Coordination and Utility Adjustment Verification activities in such a way as to ensure that the team's focus is aligned with the project's construction sequencing and requirements.

To assist with this effort, the team will utilize a powerful project scheduling program and a GIS mapping system to manage such project priorities and ensure the project is on schedule

To assist with this effort, the team will utilize a powerful project scheduling program and a GIS mapping system to manage such project priorities and ensure the project is on schedule. These tools maximize effectiveness so that no detail is overlooked. The most powerful tool to be utilized during the utility coordination process is the highly advanced GIS mapping system. This software allows the project team, from designers to construction inspectors, to visually manage the utility conflicts and relocations. All project data is entered into the system and assigned attributes to track everything from the size and type of the utility to the condition of the line and the exact elevation at a given conflict point. After the conflicts are identified, the program allows the project team to track the relocation process including easement and ROW parcel information, horizontal and vertical location of new utility relocations, status of the agreement assemblies, payment information for reimbursable or non-reimbursable relocations and betterment calculations. This tool offers the entire project team the ability to know where the relocation process is at any point in time and allows the seamless integration of information between all team members.

c. Utilities to Adjustment

The Utility Adjustment Team has already developed a preliminary utility conflict analysis that identifies each apparent utility conflict needing relocation based upon the

Utility Adjustment Team has already developed a preliminary utility conflict analysis that identifies each apparent utility conflict needing relocation

proposed design provided for in the Base Scope Proposal. This conflict analysis will be used as a starting point to begin the utility coordination process and will be refined throughout the development of the NTE Corridor.

The philosophy of the adjustment team is to avoid ALL utility impacts wherever practical and allowable under the requirements set forth in the CDA documents and the TxDOT Utility Accommodation Regulations.

The philosophy of the adjustment team is to avoid ALL utility impacts wherever practical and allowable under the requirements set forth in the CDA documents and the TxDOT Utility Accommodation Regulations. A detailed conflict matrix will be created and all individual conflict sites will be addressed with the project design engineer, utility owner and TxDOT. If additional subsurface utility engineering investigations are required, they will be utilized to resolve these conflicts. If the utility conflict cannot be avoided then the utility coordinator will work closely with the project design engineer and the utility owner to determine if the utility can be protected or adjusted or if it must be relocated. All proper reimbursement procedures will be followed and documented as required in the CDA documents. This includes compiling and submitting to TxDOT all documentation required to develop the alternate procedure list in order to obtain FHWA authorization for federal reimbursement.

When it is determined that utilities will need to be adjusted or relocated, such adjustments or relocations will meet accommodation standards for interim, base and ultimate scope proposal conditions.

When it is determined that utilities will need to be adjusted or relocated, such adjustments or relocations will meet accommodation standards for interim, base and ultimate scope proposal conditions. The adjustment team will ensure utility relocation compatibility by meeting with each of the project design leads to review the utility relocation plans (drainage, bridge, roadway, etc.) with the result being their written sign-off that the adjustment plans are compliant with the ultimate project design. The affected utility owners shall not begin their utility relocation work until authorized in writing.

COMPLETION DEADLINES—Form O

Milestone Schedule
For Facility Segments

TxDOT Last Allowable Dates:

Facility	NTP 2 Conditions Deadline	Commencement of Construction Work	Allowable DB Phase Durations for Service Commencement Deadline
Mandatory Proposal Scope	The latter of (a) NTP1 plus 180 days or (b) the date Financial Close occurs	*to be determined by Developer	1500 days from NPT2
Option 1	The latter of (a) NTP1 plus 180 days or (b) the date Financial Close occurs	*to be determined by Developer	0 additional days added to the Mandatory Proposal Scope deadline
Option 2	The latter of (a) NTP1 plus 180 days or (b) the date Financial Close occurs	*to be determined by Developer	0 additional days added to the Mandatory Proposal Scope deadline
Option 3	The latter of (a) NTP1 plus 180 days or (b) the date Financial Close occurs	*to be determined by Developer	200 additional days added to the Mandatory Proposal Scope deadline
Option 4	The latter of (a) NTP1 plus 180 days or (b) the date Financial Close occurs	*to be determined by Developer	200 additional days added to the Mandatory Proposal Scope deadline
Option 5 (see Note 1)	The latter of (a) NTP1 plus 180 days or (b)the date Financial Close occurs	*to be determined by Developer	300 additional days added to the Mandatory Proposal Scope deadline
Option 6 (see Note 2)	The latter of (a) NTP1 plus 180 days or the date of Financial Close	*to be determined by Developer	500 additional days added to the Mandatory Proposal Scope deadline
Option 7	The latter of (a) NTP1 plus 180 days or (b) the	*to be determined by Developer	0 additional days added to the Mandatory Proposal Scope deadline

	date Financial Close occurs		
Option 8	The latter of (a) NTP1 plus 180 days or (b) the date Financial Close occurs	*to be determined by Developer	0 additional days added to the Mandatory Proposal Scope deadline
Option 9	The latter of (a) NTP1 plus 180 days or (b) the date Financial Close occurs	*to be determined by Developer	0 additional days added to the Mandatory Proposal Scope deadline

Note 1: additional days reflected for Option 5 include additional days allocated for Option 4.

Note 2: additional days reflected for Option 6 include additional days allocated for Option 4 & 5.
For purpose of clarification, the following examples are offered:

- Proposer elects to include the following options – Mandatory Proposal Scope along with Option 1 and 2. The Allowable Duration Deadline would be 1500 + 0 + 0 = 1500 days.

- Proposer elects to include the following options – Mandatory Proposal Scope along with Option 1 and 3. The Allowable Duration Deadline would be 1500 + 0 + 200 = 1700 days.

- Proposer elects to include the following options – Mandatory Proposal Scope along with Option 1, 3 & 4. The Allowable Duration Deadline would be 1500 + 0 + 200 + 200 = 1900 days.

- Proposer elects to include the following options – Mandatory Proposal Scope along with Option 1, 3 & 5. The Allowable Duration Deadline would be 1500 + 0 + 200 + 300 = 2000 days.

- Proposer elects to include the following options – Mandatory Proposal Scope along with Option 1, 3 & 6. The Allowable Duration Deadline would be 1500 + 0 + 200 + 500 = 2200 days.

- Proposer elects to include the following options – Mandatory Proposal Scope along with Option 1, 3, 4 & 7. The Allowable Duration Deadline would be 1500 + 0 + 200 + 200 + 0 = 1900 days.

- Proposer elects to include the following options – Mandatory Proposal Scope along with Option 1, 3, 5 & 8. The Allowable Duration Deadline would be 1500 + 0 + 200 + 300 + 0 = 2000 days.

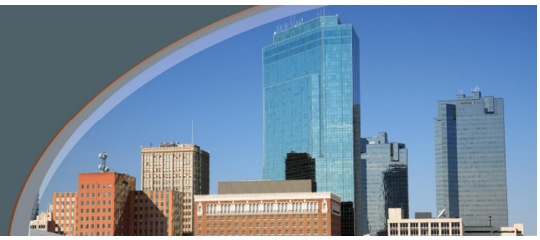
- Proposer elects to include the following options – Mandatory Proposal Scope along with Option 1, 3, 6 & 9. The Allowable Duration Deadline would be 1500 + 0 + 200 + 500 + 0 = 2200 days.

Proposal Commitment Dates:

Facility	NTP2 Conditions Deadline	Commencement of Construction Work	Service Commencement Deadline
Base Scope Proposal	NTP1 plus 180 days	NTP2 plus	NTP2 plus

		_163_ days	_1472_ days
Ultimate Scope Proposal	NTP1 plus 180 days	NTP2 plus _163_days	NTP2 plus _1700_ days

* The deadline for Commencement of Construction Work is the late start date for construction identified in the Proposer's Preliminary Baseline Schedule.



Luis Esteban Berrios

Project Manager

PROFESSIONAL BACKGROUND

Years of Experience

34

Education

- M.S. in Civil Engineering – University of Chile, Santiago, Chile

Registrations/Memberships

- Spanish, Board of Professional Engineer #5.734.969-7

EXPERTISE

Luis Berrios is an experienced Civil Engineer with substantial management experience as a General Manager, Deputy Manager, Technical Manager, Construction Manager and Office Manager for OHL. As General Manager, he supervised and managed project teams, administration, financing, technical, development and operational areas within the projects. His expertise also includes construction and maintenance management of large projects on which his responsibilities included project scheduling, issuing project reports, and monitoring the project progress to ensure successful completion within established budgets and schedules.

RELEVANT EXPERIENCE

Autopista del Sol, Santiago de Chile to San Antonio, Chile

Autopista del Sol is a 132.3 km, $281 million tollroad which links the city of Santiago de Chile with the port of San Antonio, the main port of Chile. As the General Manager, Mr. Berrios was responsible for the general administration of the company Autopista del Sol S.A. and its subsidiaries. He supervised and managed the administration, finance, technical, project development, and operational areas of these companies.

Autopista los Libertadores, Santiago de Chile to Los Andes, Chile

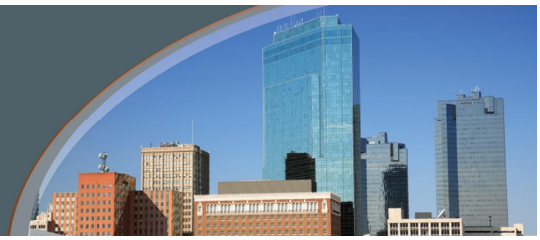
The Autopista los Libertadores is a 119.4 km, $240.3 million tollroad linking the city of Santiago de Chile, from the Americo Vespucio loop, with Route 60 east of Los Andes. It is the main route connecting Chile and Argentina, linking the ports of the Pacific with the Atlantic and encouraging the land transport of goods within the region. As the General Manager, Mr. Berrios was responsible for the general administration of the company Autopista los Libertadores S.A., and its subsidiaries. He supervised and managed the administration, finance, technical, project development, and operational areas of these companies.

Autopista los Andes, Valparaiso Region, Chile

As the Technical Manager, Mr. Berrios was responsible for the administration of the 92 km, $423 million, Autopista los Andes during the design and construction of the concession. He represented the concession when dealing with the Department of Public Works in matters concerning technical areas and the Licensing Contracts for the two projects. He was also responsible for the Internal Administration of the Technical Management and coordination with other company departments.

Autopista del Sol, Santiago de Chile to San Antonio, Chile

Prior to serving as General Manager, Mr. Berrios was the Technical Manager for the Autopista del Sol, and was responsible for monitoring the construction details of the tollroad including the design, construction, public works and providing the equipment for the motorway, not only for the original project but also for the additional projects that were undertaken as a result of supplementary agreements. He represented the Licensee before the Ministry of Public Works and the Contractors for



the works and services in all matters concerning the construction of the project. He was also responsible for organizing the operational area, planning and controlling the tasks involved in the conservation and maintenance of the project.

Hidroelectrica el Chocon, S.A., Neuquén, Argentina
As Deputy Manager, Mr. Berrios was responsible for operations and maintenance work for the El Chocón (1,200 MW) and Arroyito (120 MW) Hydroelectric Power Plants near Neuquén, Argentina. He was also responsible for the Maintenance and Engineering departments, which were in charge of operating the power plants and planning and constructing repairs needed for the El Chocón Dam. The departments also carried out environmental planning and monitoring, maintenance on the public works of the power plants and coordination with the authorities in matters concerning Dam Safety / Security and Water Management.

REFERENCES

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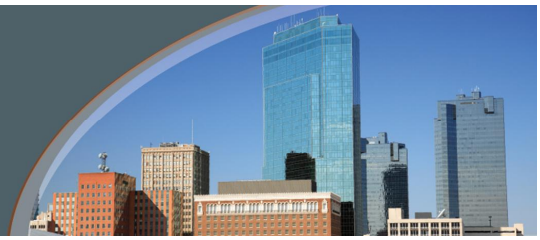
* Conversion rate 1 euro =$1.38 as of October 2, 2008



Roberto Hombrados

Deputy Project Manager

PROFESSIONAL BACKGROUND

Years of Experience

13

Education

- Executive MBA – IE Business School, Instituto de Empresa, 2000
- PD, Management Program – IESE Business School, University of Navarra, 2006
- B.S. Civil Engineering – Polytechnic University of Madrid, 1995
- Master in Infrastructure and Public Service Management. Professional Association of Civil Engineering and Polytechnic University of Madrid (2003)

Registrations/Memberships

- Spanish Board of Professional Engineers #12666

EXPERTISE

Mr. Hombrados has over 13 years of experience in various aspects of Civil Engineering. Initially, he was involved in pavement design and worked on various projects concerning pavement maintenance for different concessions around the world. Mr. Hombrados joined the OHL Group in 2002, working as an Infrastructure Concessions Project Manager. During his time as the Project Manager, he managed the Build Operate Transfer, (BOT) Design Build Finance Operation, (DBFO) and Shadow Tolling Motorway projects in Spain and Latin America. He participated in the establishment of private highway management companies and the development of new geographic markets of business (primarily in the U.S.). He was also responsible for bid preparation of concession contests (agreements with potential partners, bank negotiations, etc).

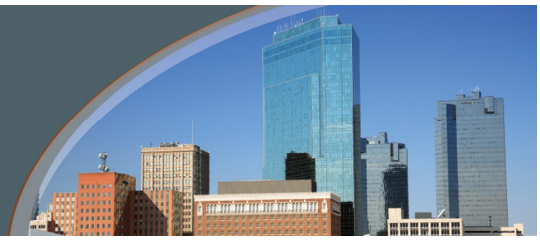
Mr. Hombrados has also worked as the Business Director for Autopista Eje Aeropuerto. This company designed, constructed, and is currently running the M-12 toll highway, located in Madrid, Spain. He has been working on this project since its inception as the DBFO Project Manager for OHL Concesiones, S.L., participating in the bidding aspect of the company. Upon OHL Concesiones being awarded this project, he was promoted and assigned the responsibility to build up the new company and carry out the activities related to the investment, financing, and operation of this highway.

Since late 2006 Mr. Hombrados has been working in the United States as the Director for OHL Concesiones in North America. In this position he has been responsible for establishing the business strategy of the company in this country and developing bid proposals for different PPP infrastructure projects nationwide. He is based in Austin, Texas.

RELEVANT EXPERIENCE

M-12 Eje Aeropuerto Toll Highway, Madrid, Spain
As Business Director, Mr. Hombrados was responsible for all aspects of the project including, investment, financing, and operation of the $500 million toll highway connecting Madrid with the new Terminal 4 of Madrid International Airport (in operation since June 2005). He was also responsible for supervising the project, ensuring environmental compliance, supervising the work by the construction company, and overseeing operations and maintenance.

Concesionaria Mexiquense, Mexico City, Mexico
Serving as the Deputy Project Manager, Mr. Hombrados was responsible for the development of this DBFO toll highway in Mexico City. He worked on several aspects of the project, but primarily with the corridor analysis and in the establishment of the concessionaire organization (T&R studies, O&M,



etc.). This $483 million project was divided into four stages. Stage 1, which is 32.3 miles long, commenced in May 2005 and became fully operational in November of the same year. The last three stages are under construction.

Autopista Los Andes, **Route 60, Chile**
As Project Manager, Mr. Hombrados participated in all activities related to the development of this DBFO bid in Chile. Camino Internacional Ruta-60 was awarded to OHL in January 2003 and the Autopista Los Andes Concession Company was formed in order to construct and operate this route. The motorway, which is 57 miles long, crosses the valley of Aconcagua in the V Region in Chile, from east to west. It is located approximately 56 miles north of Santiago and includes two sectors

Bidding activity in the US
Mr. Hombrados has been responsible for developing bid Proposals for PPP infrastructure projects since late 2006 to date. Among others:

- I-595 Corridor Improvements, in Miami, FL. – *Cost: $1.5b*
- First Coast Outer Beltway, in Jacksonville, FL *Cost: $2.0b*
- Pennsylvania Turnpike (RFQ phase), in Pennsylvania - *Cost: $12b;*
- Alligator Alley, in FL - *Cost $500m approx.*
- PR-22, in Puerto Rico – *Cost: $1.2b;*
- SH-161, in DFW, TX. (procurement put on hold)

REFERENCES

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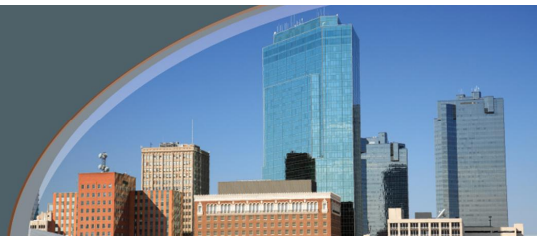


Francisco Zacarias

Finance and Administration Manager

PROFESSIONAL BACKGROUND

Years of Experience

15

Education

- M.S. International Banking and Finance – The University of Reading (U.K.), 2002
- M.S. / M.B.A. Economics and Business – Anahuac University (Mexico) / Texas Tech University, 1998
- B.A. Economics – Anahuac University (Mexico), 1995
- Executive Course in Advanced Negotiation – Harvard University, 1998
- Specialization in International Trade and Business – Anahuac University (Mexico), 1996

Registration/memberships

- N/A

EXPERTISE

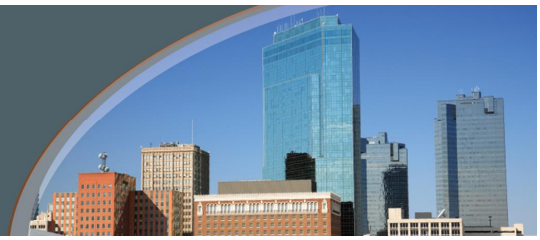
Francisco Zacharias has fifteen years of experience with a strong academic background and has accomplished the incorporation of four major Concessions for OHL in Mexico. For all four of these projects, he successfully achieved financial close within demanding procurement schedules. During each procurement, he gained valuable experience dealing with equity members and banks in overseeing efforts to develop the Financial Models and Plans to successfully close the procurement.

RELEVANT EXPERIENCE

OHL Concesiones – *Director of Development for Mexico, Madrid, Spain / Mexico City, Mexico*
November 2003- Current
Mr. Zacharias promoted, coordinated and evaluated all new projects for OHL Concessions in Mexico, negotiated with external consultants and governmental officials, both federal and state. He designed and developed financial models for economic viability of the projects and developed, coordinated and presented proposals on public bids for infrastructure projects. He also developed recommendations and presentations for top executives based in OHL's Spanish headquarters and monitored the financial development of existing projects.

ICA Holdings (BMV / NYSE: ICA) - *Financial Coordinator, Mexico City, Mexico*
December 1999 – September 2001
Mr. Zacharias evaluated projects and operations in order to identify deviations from the financial business plan and make recommendations to get projects back in conformance with their business plan. He negotiated action policies with Operational Managers and coordinated the implementation of an Executive Information System. He also created and edited a weekly memo covering the latest financial and economical information for top executives of the group and designed financial presentations for international agents.

PROCASE Meat Packing Corporation - *Finance Manager, Mexico City, Mexico*
August 1995 – December 1999
Mr. Zacharias managed the treasury and negotiated loans with banks. He analyzed and determined values of new projects and ventures, designed and developed funding schemes for new projects, and installed a cash flow control system. Mr. Zacharias also reviewed and approved the financial statements and managed all international procurement for the company.



REFERENCES

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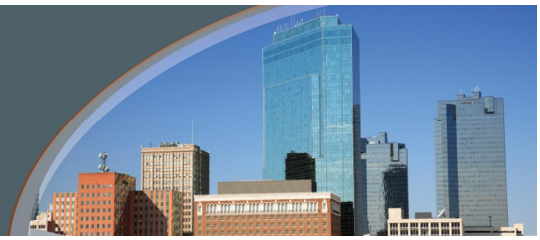


Judy Meyer

Public Relations and Community Outreach Manager

PROFESSIONAL BACKGROUND

Years of Experience

22

Education

- B.G.S., Communication/Broadcasting – University of Nebraska at Omaha, 1986

Registrations/Memberships

N/A

EXPERTISE

Ms. Meyer has served as a communication specialist and manager for 22 years. Her transportation planning, management and implementation skills have helped her lead successful communication programs for Alternatives Analyses (AAs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs), statewide transportation analyses, corridor feasibility and freight studies, roadway and bridge design projects, extensive construction projects and a variety of other ventures. Ms. Meyer has served as news director for a state agency, director of the legislative information office, and as the director of two public involvement groups for an engineering, planning and architectural firm. Ms. Meyer has specialized expertise in the areas of communication program assessment and strategy development, multi-state, statewide or long transportation corridors, and communicating with special interests, such as the freight community or disadvantaged populations. She has developed, managed and implemented communication programs for both private and public entities.

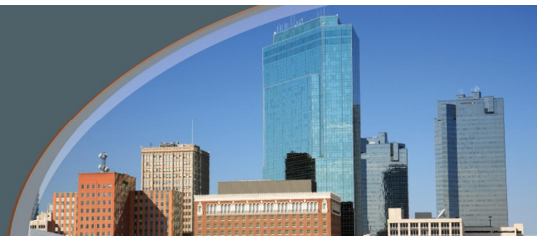
RELEVANT EXPERIENCE

North Texas Tollway Authority Communication Plan and Project Communication Management, Plano, TX

The North Texas Tollway Authority (NTTA) called on Ms. Meyer to assist them in developing a comprehensive communication plan for the agency. Development of the plan included conducting research to identify audiences, determine existing methods of communication, and evaluate the effectiveness of current communications. A set of communication policies and procedures was developed as part of the plan. The final communication plan included goals, objectives, guiding principles, and a matrix of activities to carry out over the next five years to achieve the goals and objectives. Methods of evaluating the activities were incorporated into the plan and corresponding matrix. In addition, Ms. Meyer is leading the development of a project communication strategy for the agency, which will include minimum and optional communication and engagement techniques for planning, design, construction and maintenance projects.

The Southern Gateway (IH 35E / US 67), Dallas, TX

This Major Investment Study conducted on behalf of the Texas Department of Transportation used a broad range of public involvement and communication tools. The project involved investigation of alternatives to resolve congestion on two major routes in the southern sector of Dallas County and creation of preliminary schematic designs for roadway improvements. This area is home to a diverse range of ethnic backgrounds and cultures. Three work groups, for policy makers, technical staff and community representatives, were formed. Information packets were created and hand-delivered to businesses and residences adjacent to the roadways to begin the process of public outreach. Newsletters, small-group presentations, public meetings, a web site and ongoing discussions



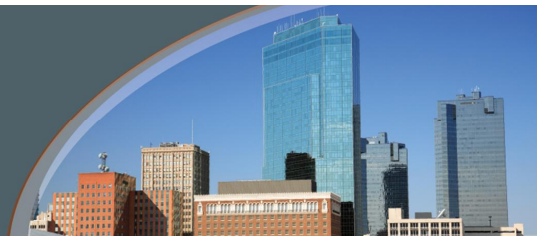
with the work groups were designed to provide plentiful opportunities for public education and participation. Ms. Meyer developed the public involvement program for the project and was responsible for its implementation.

North Texas Tollway Authority (NTTA), Dallas, TX
Ms. Meyer worked with the NTTA's General Engineering Consultant to prepare presentations and materials for NTTA governing Board members, and NTTA staff. This included writing and editing technical reports about proposed improvements to the tollway system. Ms. Meyer also provided communication strategy advice for public information campaigns, provided assistance for public meetings and prepared materials for public distribution. One of the primary projects on which Ms. Meyer worked was implementing construction communications for a new segment of the President George Bush Turnpike. Ms. Meyer developed the construction communication plan, tracked construction progress, prepared construction news briefs for the media and emergency responders, and developed newsletters, public displays and fact sheets about the new turnpike segment.

SW Loop 410, Culebra Road to IH 35, San Antonio, TX
The Texas Department of Transportation commissioned a consulting team to finalize alignments and prepare preliminary designs for improvements to the southwest portion of the outer loop around San Antonio. Public involvement activities included creation of materials in Spanish and targeted outreach to Hispanic communities within the study area. Public involvement tools used for this project included public meetings, small-group presentations and newsletters. Ms. Meyer was responsible for development and implementation of the public involvement program.

Southwest-to-Northeast Rail Corridor, Fort Worth, TX
Ms. Meyer is leading the public involvement program for this 40-mile EIS. The Fort Worth Transportation Authority seeks to complete the EIS and preliminary engineering for a proposed passenger rail line from southwest Fort Worth through several mid-cities and into the north end of Dallas/Fort Worth International Airport. The extensive public involvement program includes two advisory committees, several rounds of public meetings and community roundtables, the EIS public hearings, media relations, a traveling exhibit, a project website, newsletters and other printed products. Ms. Meyer is leading a five-member team to carry out the public involvement program.

IH 70 First Tier Environmental Document, Kansas City to St. Louis, MO
A First Tier environmental document was completed for a 200-mile interstate corridor between Kansas City and St. Louis, Missouri. This document defined the environmental issues that should be addressed in a second phase of environmental study on various alternatives for reducing congestion and accidents. The document also identified the public involvement issues that must be resolved during the second phase. Ms. Meyer led the development of a public involvement program for this study, which was tantamount to a statewide effort. The public involvement program included outreach to rural residents living along the corridor as well as involving urban residents in Kansas City and St. Louis living on the outer edges of the corridor and who use the corridor to commute. A mix of public involvement tools were employed for this project, including media relations, public meetings, billboards, a web site, printed fact sheets and materials, presentations to groups of civic and elected leaders, surveys, a hot line and mailing address.



Freight and Hazardous Material Movement Survey, Corpus Christi, TX
This six-month study involved intensive research and interviewing to determine the movement of freight and hazardous materials through Corpus Christi, Texas and surrounding communities. The study was commissioned by the Corpus Christi Metropolitan Planning Organization as part of its long-range planning efforts. Ms. Meyer assisted with developing a survey instrument, conducting interviews and creating a final report.

Roadway Resurfacing Program, Bedford, TX
Ms. Meyer completed activities for citizen communications related to this major street resurfacing project for the City of Bedford, Texas. These activities included coordinating establishment of a telephone hot line, creating scripts for weekly recorded updates, developing tracking methods for construction activity, creating informational materials and question-and-answer fact sheets and handling media relations.

Dallas Downtown Central Business District AA/EIS, Dallas, TX
Dallas Area Rapid Transit (DART) is conducting an Alternatives Analysis and Environmental Impact Statement on a proposed second light rail line through downtown Dallas. Ms. Meyer is assisting with the public involvement program, which includes four advisory committees, public meetings and a range of other communication techniques. This project is critical to the future of DART's light rail service, and all stakeholders in the downtown Dallas area are involved.

REFERENCES

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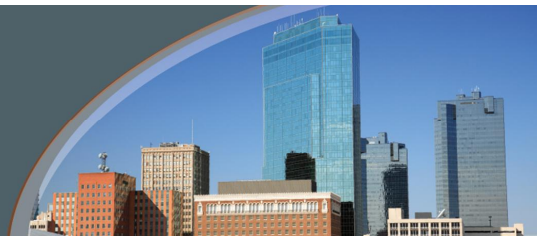


Thomas Munson, PE

Design Manager

PROFESSIONAL BACKGROUND

Years of Experience

24

Education

- B.C.E. Civil Engineering – University of Dayton (OH), 1983
- M.E. Civil Engineering – University of Louisville (KY), 1984

Registrations/Memberships

- Professional Engineer #92498 – Texas
- American Public Works Association
- American Society of Civil Engineer
- National Society of Professional Engineers
- TxDOT Pre-certification Sequence No. 12306; Categories: 3.1.1, 3.2.1, 3.3.1, 3.6.1, 4.1.1, 4.2.1, 4.3.1, 4.4.1, 8.1.1, 8.3.1, 9.1.1, 10.2.1, 10.3.1

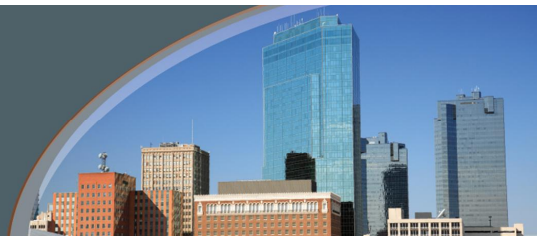
EXPERTISE

Mr. Munson is part of an exclusive peer group that has managed Design/Build and CDA projects on major highway facilities. Mr. Munson understands that these type of projects demand thorough planning, technical excellence and precise management of the project execution. Mr. Munson is a Registered Professional Engineer in five states including Texas and has completed a wide variety of interstate and tollway projects in Texas, as well as across the country. His interstate and expressway project experience includes projects with lengths from 5 to over 20 miles with a total of 21 interchange designs. These interchanges range from simple diamond interchanges to complex, braided ramps and freeway-to-freeway direct connectors. In addition, Mr. Munson has experience on major roadway projects providing him the knowledge required to understand the major design aspects of these facilities in both an urban and rural setting. Mr. Munson's comprehensive understanding of right-of-way acquisition processes ensures integration of the ROW and design teams, allowing the identification of shared efficiencies early in the design process.

RELEVANT EXPERIENCE

IH 385 Widening, Greenville, SC

Project Manager for this 6.5-mile Interstate widening project for the South Carolina DOT. The project involved improving IH 385 from four to six lanes with reconstruction and reconfiguration at five interchanges. The interchanges include diamond interchange layouts, partial cloverleaves and directional ramps at IH 85 interchange. An aesthetic component to make the section of IH 385 serve as the Max Heller Gateway into downtown Greenville was also included. Design services include roadway, drainage, signing, lighting, traffic signals, and traffic control. Traffic control was extremely critical as the reconstruction of the Haywood Road interchange had a direct impact on the regional shopping center located near the interchange. The construction sequencing resulted in traffic being maintained through the interchange and with some of the local traffic detoured onto nearby streets to keep the interstate congestion minimized during the holiday shopping season. The project had a significant drainage component as the project incorporated detention ponds within the interchange area to detain both the pre and post 10 and 100 year storm events. In addition, the US 276 (Stone Avenue) interchange has Richland Creek flowing through the interchange area and a Letter of Map Revisions with FEMA was obtained to allow the interchange construction to be permitted. Environmental issues were handled by the TranSystems team with the Environmental Assessment being approved on time and with significant public involvement effort through the process. This not only included public hearings



but also presentations to the local clubs and organizations to keep them appraised of the proposed plans and the construction sequencing. In addition, 3D graphic presentations of the interchanges and before and after photos were done to help the general public understand the proposed improvements. This included looking at options for various pedestrian bridges across the highway to reduce the perceived barrier between neighborhoods. As a result of this public involvement process, the typical section was modified to allow for a planting median along the interstate that has been planted with trees and shrubbery that not only provide for a more aesthetic roadway but also serves as headlight barriers during evening hours.

IH 35 Expansion from US 169 / K 7 north to K 150, Johnson County, KC

Project Manager for the proposed widening of IH 35 from four lanes to six lanes. The proposed roadway widening impacted the old US 56 Highway interchange and resulted in a new design for the interchange to improve its operation. The interchange design included reversing the profiles of the ramp and interstate to have the proposed ramps cross over the interstate. This design improves the operation of the interchange by removing left-hand merge operations on the interstate and minimized the amount of right-of-way necessary for construction. Services included surveying, roadway design, bridge design, and construction sequencing. The stabilization of the proposed embankment widening through the use of tensar reinforced earth and was constructed by terracing into the existing embankment and shifting traffic away from the proposed construction area to meet OSHA requirements. The reinforced embankment approach was the most cost effective method due to a BNSF spur serving a nearby industrial site was located at the top of the slope.

Carolina Bays Parkway, Myrtle Beach, SC

Deputy Project Manager for the roadway and drainage aspects of this 21.5-mile new freeway on new alignment in Horry County. This was a design build project and the design was completed in grading, drainage and paving packages to allow the construction to continue at a fast pace. This $242 million dollar project was designed in 14 months and won the South Carolina Excellence in design. The project had unique drainage challenges as the project crossed over the Intercoastal Waterway and impacts to the saltwater marshes required treatment of the “first flush” of rainfall. To accomplish this, a large detention structure was constructed at the end of the bridge which the bridge drainage system drained into. A detailed QA/QC program was developed and implemented to insure that proper design procedures were followed to minimize changes during construction.

US 36, Macon County, MO

Project Manager for widening US 36 from two lanes to four lanes. The scope of work for Route 36 included a location study, environmental assessment, preliminary design, right-of-way design, and final design. The project is approximately 15.53 miles and is located from Linn County to just west of Route C in Missouri. The project crossed several large drainage basins and required the bridge openings for the future highway sections to pass a higher design flow than the existing structures. As such, portions of the existing US 36 were to become the future frontage road thus preserving the investment in the structures and not requiring extensive vertical changes to the roadway to meet the higher design speed for the mainlanes.

IH 85 and Salters Road, Greenville, SC

Project Manager for this conceptual interchange layout for a new interchange serving a new corporate headquarters and development for the proposed ICAR development next to IH 85. Due to the large projected traffic, a new interchange at IH 85 and Salter Road was analyzed to see if this could

handle the projected traffic and reduce the traffic of the IH 85 and US 276 interchange to the south. A collector distributor roadway between the interchanges was examined because of the proximity of the interchange. However, because of the large amount of right of way to maintain the operational characteristics on IH 85, it was determined that it was more feasible to make improvements to the adjacent interchanges and improve Salters Road to serve as an alternate route across IH 85 by local traffic.

SH 99 (Grand Parkway) & IH 10 Interchange, Houston, TX
Project Engineer responsible for preparation of a preliminary engineering study to develop a new four-level fully directional interchange at IH 10 and proposed SH 99. The study included development of a schematic for three miles of IH 10 to determine the operational impacts along IH 10. Duties included development of the preliminary horizontal and vertical profiles of the expressways and all ramps, Level-of-Service (LOS) calculations and mitigation improvements to obtain the desired LOS for the roadway, and guide signing along the routes. To minimize the right of way impacts and improve the operational characteristics of the freeway, the slip ramps to the frontage road were laid out underneath the direct connectors to maximize redirection in LOS at IH 10. The project required coordination with the Harris County Flood Control District and the Union Pacific Railroad.

US 59 Preliminary Engineering Study, Houston, TX
Project Engineer responsible for developing alternatives for 6.6 miles of highway improvements for the SDHPT. Alternatives along the corridor included a High Occupancy Vehicle (HOV) lane for use by the transit department. Also included was a directional interchange and a three-level diamond interchange within the project limits. Duties included horizontal and vertical alignment calculations, level of service calculations, and guide signing along the project. Based on the level-of-service calculations, braided on-ramps were used to improve both the traffic operations and access along the corridor. The ramp layouts were converted from traditional diamond interchange to x-ramp layouts to maximize the level of service for the freeway section. Braided ramps were utilized to allow both the mainlanes and the frontage roads the same access in both the pre and post conditions. The project also involved coordination with the Union Pacific Railroad as the US 59 bridge went over the main tracks and the proposed frontage roads went underneath the tracks to create the three level interchange configuration.

REFERENCES

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Ben Withered

Construction and Scheduling Manager

PROFESSIONAL BACKGROUND

Years of Experience

22

Education

- B.S. Mechanical Engineering – Purdue University, 1985
- B.S. Construction Engineering & Contracting – Purdue University, 1985

Registrations/Memberships

- N/A

EXPERTISE

As Construction Manager, Mr. Withered is responsible for oversight of the areas of Quality Control, Project Controls, Schedule, Construction Operations and Construction Phase O&M. During his career, Mr. Withered has developed the expertise to fulfill the requirements of Construction Manager from both a management and hands-on perspective.

Mr. Withered began his career in 1985 as a Design Engineer in the bridge industry. By 1999, he had progressed through the positions of Survey Engineer, Project Engineer and Structures Engineer for toll roads and TxDOT projects totaling over $310M. As a manager, he has served in key roles including estimator, project manager, pre-construction services liaison, and held the senior project manager position on a $474M transportation project.

RELEVANT EXPERIENCE

CMGC-3, DART, Dallas, TX

As a Senior Project Manager, Mr. Withered was instrumental in the implementation of the 12-month pre-construction services period. During this time he developed and initiated an aggressive design review process for the $474M light rail transit project as well as constructability reviews including traffic control, environmental and community impact for the 13.5 mile project. A QA/QC program was developed to provide a streamlined but thorough quality program, which dealt with utilities, railroad signals and communications, 7.5 miles of aerial bridges, drainage and utility improvements, street reconstruction, and track and signal construction. Development of a detailed construction schedule containing over 11,000 activities proved invaluable toward the success of the project.

Mr. Withered and his staff were instrumental in submitting over $20M of cost reduction ideas during preconstruction services. As the project progressed into the construction phase, Mr. Withered managed a department providing engineering support and material procurement as well as oversight of change proposals, estimating staff, and all change order negotiations. In addition, his staff maintained the schedule, wrote RFI's, performed design review, and provided materials in a timely basis to fully support the field construction.

North Dallas Tollway 463, Dallas, TX

Mr. Withered served as the Project Manager of this $30M Northern extension of the Dallas North Tollway. The project included retaining walls, bridges, drainage improvements and main lane concrete pavement. As PM, his duties included oversight of field supervision, the project schedule, procurement of materials, negotiation of subcontracts, equipment scheduling, processing of cost reports and P & L statements. Mr. Withered was responsible to facilitate weekly owners meetings, site safety meetings, schedule meetings and quality

review meetings. In addition to frontage road traffic management, his team recommended, planned and executed a one week road shutdown which saved the project nearly 3-months of phased road shut downs. Due to a well-organized and executed construction plan, this project finished significantly ahead of schedule.

President George Bush Turnpike Interchange with IH35, Dallas, TX
As Project Manager of this transportation interchange, Mr. Withered regularly interfaced with North Texas Turnpike Authority. This project consisted of drainage, retaining walls, concrete pavement, and 17 bridges. Mr. Withered procured major permanent and construction materials, prepared and maintained the project schedule, planned and executed traffic control plans, provided oversight for quality, safety and productivity plans, managed project controls related items and prepared and submitted change orders to the owner. This project utilized multiple crews to complete multiple activities for an early project completion of 6 months.

SH360, 3.4 Mile Northern Extension, Euless, TX
As Project Manager of this $22M TxDOT project, Mr. Withered was responsible for job set/start up, monthly schedules, monthly equipment and supervision schedules, monthly cost forecasts and material on hand estimates. He was also responsible to address design and utility conflicts, estimating and preparation of owner change orders, drafting purchase orders and subcontract change orders, assisting the estimating department in bid preparation and resolution of owner conflicts.
This project was completed on schedule with no Lost Time injuries. Per contractor recommendations, TxDOT revisited previous fill areas of nearly 300,000 cubic yards and determined insufficient compaction existed. This resulted in development of a soils stabilization plan, which was implemented with no impact to the final schedule of the project.

REFERENCES

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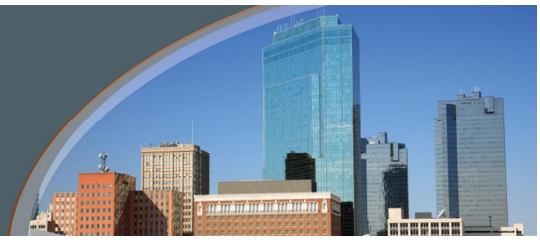


Brad Penn

Right of Way Acquisition Manager

PROFESSIONAL BACKGROUND

Years of Experience

21

Education

- Tarrant County (TX) Community College 1985

Registrations/Memberships

- Real Estate Salesperson: #0394296 – Texas 1985
- International Right-of-Way Association

EXPERTISE

Brad Penn has 21 years of real estate consulting experience, including right-of-way acquisition and appraisal management. He worked in right-of-way acquisition for six years with the City of Fort Worth as the Assistant Director of the Land Office and was the Mitigation Coordinator and Eminent Domain Specialist for five years at DFW Airport during their expansion project. His experience has consisted of acquisition and relocation projects including single-family residences, commercial type properties, rural tracts and industrial properties. He has been involved in a variety of projects to include, water and sewer line easements, drainage easements, roadway projects, and airport expansions. He also has experience in projects that had to comply with the CFR Part 24 and the Uniform Relocation Assistance and Real Property Act of 1970.

RELEVANT EXPERIENCE

IH 635 Right-of-Way Acquisition, TxDOT – Dallas District, Dallas County, TX

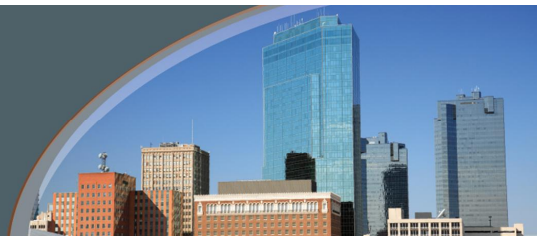
In February 2005, TranSystems was selected by TxDOT, as part of a two year infrastructure improvement project, to facilitate the acquisition of needed right-of-ways in Dallas County. The scope of work was comprised of roughly 29 parcels along and adjacent to IH 635. Acquisitions along the project's 12-mile length allowed for necessary frontage road and intersection improvements. Mr. Penn provided project management services including title research, condemnation and condemnation support, relocation and negotiation services and the submission of monthly progress reports. Challenges he overcame in executing such land acquisitions projects included resolving conflicts of interest, issues of property damage and the relocation of outdoor advertising signs. An additional challenge his team successfully overcame was the need to efficiently relocate a mini-storage facility utilized by nearly 450 tenants. Mr. Penn also provided TxDOT with important access management rights for executing future improvement plans.

Rufe Snow Road Improvements, North Richland Hills, TX

Mr. Penn served as Project Manager for this roadway widening project involving 70 parcels. This project was completed under the guidelines of the Uniform Relocation and Acquisition Act Relocation Act of 1970. Specific services included file management to comply with the guidelines, negotiation and title services.

SH 201 / Clear Creek Road and Airport Expansion, Killeen, TX

Mr. Penn served as Project Manager for the purchase of 60 parcels for the Clear Creek Road expansion and a terminal site for the airport. The project was completed under the requirements of the Uniform Relocation and Acquisition Act of 1970. Specific services included right-of-entry for survey,



ownership determination and title services, negotiation, closing services, appraisal and appraisal review, residential and business relocations, expert witness testimony, aiding in the coordination of eminent domain hearings, and file management.

SH 277, Wichita and Archer Counties, TX
This project for the TxDOT Wichita Falls District involved more than 50 parcels for the widening and in some cases relocation of SH 277 from near the Wichita County Line to the community of Mankins. As Project Manager, Mr. Penn provided title services, negotiation, appraisal and appraisal review, residential and business relocations, closing services, and eminent domain support.

FM 8 Roadway Widening, Erath County, TX
Mr. Penn served as Project Manager for this roadway widening project for the TxDOT Fort Worth District involving more than 40 parcels. Specific activities included negotiation and closing services.

Polk Street Road Improvements, DeSoto, TX
Project Manager. This roadway project involved the purchase of right-of-way and sewer easements consisting of approximately 45 parcels. Specific services included project management, title and closing services, negotiation, relocation, appraisal and appraisal review services, and expert witness testimony.

Alliance Airport Runway Extension and Relocation of FM 156, Fort Worth, TX
Mr. Penn was Project Manager for the purchase of 30 tracts for the expansion of a runway at Alliance Airport and the relocation of FM 156. He performed appraisals of 10 parcels for the relocation of several BNSF rail yard lines affected by the runway expansion, as well as the relocation of major utilities and FM 156, a major thoroughfare located within the expansion project's limits. Specific services included title services, negotiation, appraisal and review appraisal, closing services, and coordinating eminent domain hearings. Reappraisals were performed for all parcels impacted by the project, and highway right-of-ways were purchased on behalf of the City of Fort Worth and donated to TxDOT.

REFERENCES

Travis Henderson, *Right-of-Way Supervisor*
TxDOT – Dallas District
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Mike Curtis, *Public Works Director*
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North Richland Hills, TX 76180
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Pat Baugh, *Director of Public Works*
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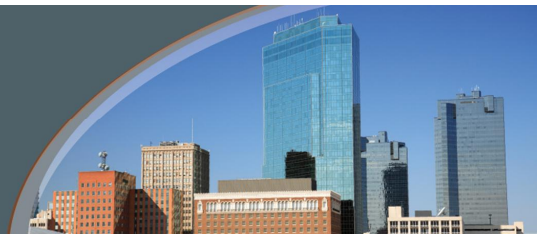


Lester Cisneros

Utilities Adjustment Manager

PROFESSIONAL BACKGROUND

Years of Experience

25

Education

- B.A. Social Science – College of Santa Fe, 1971
- M.A. Organizational Management – University of Phoenix, 1992

Registrations/Memberships

- N/A

EXPERTISE

Mr. Cisneros is responsible for managing the day-to-day operations on TBE's Subsurface Utility Engineering and Utility Coordination projects in New Mexico and Texas. Since joining TBE in 2004, Mr. Cisneros has served as the NMDOT Utility/Right-of-Way/SUE Liaison responsible for client relationship management, providing leadership to the Utility and Railroad Coordinators and providing Utility Coordination services.

Mr. Cisneros has extensive experience in multiple transportation disciplines, gained from his 25 years of employment with the NMDOT. As Railroads & Utilities Section Manager for the New Mexico Department of Transportation (1987-2000), Mr. Cisneros was responsible for managing all statewide utility and railroad relocation activities, including managing all on-call master Subsurface Utility Engineering & Utility Coordination contracts for highway projects; responsible for and being the leader for all statewide utility policy development and implementation; responsible for developing and administering the Federal Section 130 Railroad Safety Program; managing Utility & Railroad Section staff. In addition, Mr. Cisneros served as NMDOT Right-of-Way Director (2000-2004), with responsibility for professional development of and managing all right-of-way personnel, and responsible for the timely and cost effective acquisition activities associated with the delivery of highway projects.

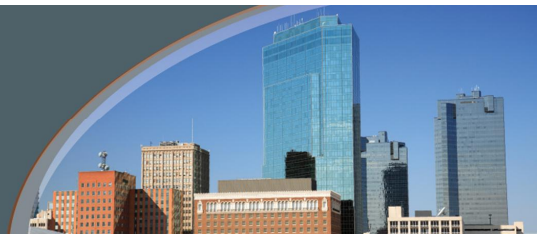
RELEVANT EXPERIENCE

SR 160/Blue Diamond Road, Las Vegas, NV

Lead Utility Coordinator for TBE's Utility Coordination services. TBE provided Subsurface Utility Engineering, Utility Coordination, Right-of-Way Acquisition/Relocation, and Utility Design services. This is the first combined right-of-way acquisition / relocation project and utility coordination project by a single consultant for the Nevada DOT. It has involved acquiring more than 80 parcels of land, performing three business relocations, and coordinating all utility design and relocation activities to make way for the construction and realignment of Blue Diamond Road. Nevada DOT plans to construct a new eight-lane road with sidewalks and build new overpass and entrance/exit ramps at Blue Diamond's interchange with I-15. At the same time, Nevada DOT intends to change the Blue Diamond Road alignment so that it runs east-west, instead of diagonally, tying it into the existing Windmill Lane.

Control Number: 2033; Termini: NM 45 Coors Corridor, Central to Rio Bravo (Segment I), Albuquerque, NM

Senior Utility Coordinator responsible for providing professional Utility Coordination and Subsurface Utility Engineering services to aid in the design of roadway and utility improvements which included installation of large diameter water and wastewater lines.



Control Number: 3031; Termini: NM 273, Santa Teresa, NM
Senior Utility Coordinator responsible for coordinating the relocation of six utilities prior to construction for this rural / urban safety and roadway widening project.

Control Number 2376; Termini: NM 126 – Fenton Lake, Cuba (NM 4 and NM 126), LaCueva, NM
Senior Utility Coordinator responsible for providing Utility Coordination on this Federal Highway Administration project. Project involves coordinating with the power company and Windstream Communications during the design phase of a mountain road upgrade and construction. New roadway is being constructed through national forest land to detour around private developments.

Control Number: 3800; Termini: US 180, Silver City, NM
Senior Utility Coordinator responsible for providing Utility Coordination services for this reconstruction of US Highway 180 through a very congested urban section.

Control Number: 3311; Termini: NM 478 from Texas State Line to O'Hara Road, Anthony, NM
Senior Utility Coordinator responsible for providing Utility Coordination for urban safety project for design and construction of a roundabout highway interchange.

New Mexico Department of Transportation On-Call Subsurface Utility Engineering and Utility Coordination Contract, Statewide, NM
Senior Utility Coordinator for TBE's On-Call Subsurface Utility Engineering and Utility Coordination contract with New Mexico Department of Transportation (NMDOT) to provide these services throughout the State of New Mexico. TBE has held this contract since 1999.

REFERENCES

Alex Salazar, *Utilities and Railroads Manager*
New Mexico Department of Transportation
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George Herrera, *Project Manager*
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German Andrade, *Senior Project Engineer*
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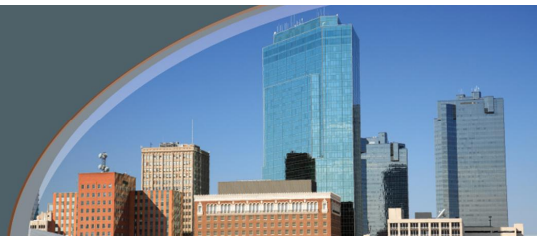


Scott Spradlin, PE

Quality Assurance Program Manager

PROFESSIONAL BACKGROUND

Years of Experience

10

Education

- B.S., Civil Engineering – University of Texas, 1998

Registrations/Memberships

- Professional Civil Engineer #92617 – Texas

EXPERTISE

Mr. Spradlin has ten years of experience in transportation engineering, with design and construction emphasis on major transportation infrastructure projects. He has a broad knowledge of engineering fundamentals and applications and is an excellent communicator. Scott is knowledgeable of ISO 9000:2000 standard requirements.

RELEVENT EXPERIENCE

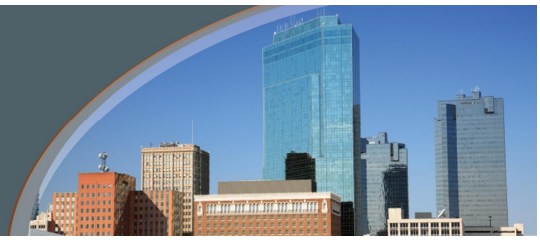
SH 130 Design Build Toll Project, Austin, TX
As Quality Assurance Area Manager, Mr. Spradlin oversaw a staff of approximately 25 engineers, inspectors, materials testing technicians and environmental compliance inspectors on this $1.3 billion, 49-mile toll road. He was responsible for all Raba-Kistner Area Office operations to ensure compliance with project plans, approved shop/working drawings, and specifications. Scott was responsible for implementation of quality assurance procedures, personnel training, deficiency detection, nonconformance reporting, root cause analysis, verification of corrective actions, identification of opportunities for improvement, and achievement of metrics.

Construction of Dessau Road Extension, Pflugerville & Austin, TX
Work performed from May 1999 to September 2000 while employed with the TxDOT North Travis County Area Office in Austin. Mr. Spradlin served as Construction Project Manager for four miles of new four lane roadway including several signalized intersections and a bridge. He oversaw materials testing and supervised construction inspectors.

Construction of IH35 / US290 East Interchange, Austin, TX
Work performed from May 2000 to October 2000 with TxDOT. Mr. Spradlin provided construction inspection for new interchange which included four new direct connects as well as roadway expansions and improvements. Duties included overseeing traffic control for complete interstate shutdowns as well as inspection of steel girder and concrete bridges.

PS&E Design for IH820 NE Loop from IH35 West to Hwy 377 Denton Highway, Fort Worth & Haltom City, TX
Mr. Spradlin's engineering duties included designing signing and striping layouts, designing intersection grading layouts, designing project construction phasing, and developing traffic control plans.

Design for Spur 382 / Airfield Drive / Glade Road Capital Improvements in Grapevine, TX, for Dallas-Fort Worth International Airport
Mr. Spradlin served as lead engineering designer for roadway and intersection improvements which included grading, drainage, construction sequencing, traffic control, and traffic signal design.



REFERENCES

Mr. John Lopacki, *Program Quality Assurance Manager*
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Mr. Tim Weight, PE, *Director of Turnpike Projects*
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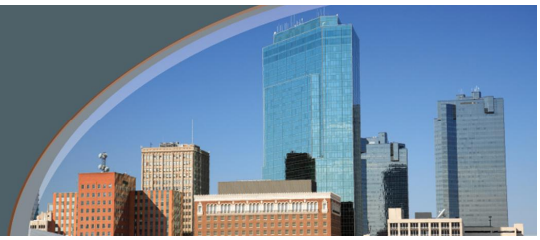


Chien Fu, PE

Independent Quality Acceptance Manager

PROFESSIONAL BACKGROUND

Years of Experience

30

Education

- B.S. Hydraulic Engineering – Chung Yuan Christian College of Science and Engineering (Taiwan)
- M.S. Civil Engineering (Geotechnical) – University of Texas, Arlington

Registrations/Memberships

- Professional Engineer #56509 – Texas

EXPERTISE

Mr. Fu has over 30 years experience in geotechnical and materials engineering, testing, and research. Additionally he has served in key positions such as Geotechnical Manager and Construction QA Testing Manager.

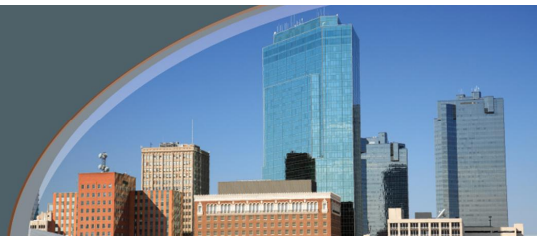
RELEVANT EXPERIENCE

Quality Assurance Testing Manager, State Highway 130 Turnpike, Austin, TX
Provided oversight on the AASHTO accredited laboratory that performed all acceptance testing for this $1.3 billion, 49-mile long new location project. He developed a QA testing procedures manual and oversaw a web-based Electronic Data Management System (EDMS), developed by Raba-Kistner, for monitoring material quality and reporting all acceptance tests. He developed and implemented an innovative forward-approach of managing and assuring the embankment effective PI, depth of non-swell materials, and subgrade resilient modulus to substantially reduce the risk to the developer and the owner.

Director of Texas Department of Transportation (TxDOT) Materials and Test Division Soils and Aggregates Section (1993)
Developed and supervised state-wide programs to assure: (1) uniform inspection and testing of highway construction materials, (2) quality of materials and construction, and (3) training and certification of inspectors and laboratory technicians. Mr. Fu was instrumental in researching and revising many of TxDOT's soils and aggregates test procedures. In 1994, he developed TxDOT's Aggregate Quality Monitoring Program that allows prequalification of aggregate sources using a statistical evaluation of the recent material test history. Mr. Fu has lead many research activities and revised most of TxDOT soils and aggregate test procedures to improve the consistency, quality, and effectiveness of performance measurements.

Mr. Fu was TxDOT's special project engineer responsible for a friction aggregate research project "Develop Alternate Polish Value and Soundness Specifications to Allow Optimal Utilization of Bituminous Coarse Aggregates." The current TxDOT Wet Weather Accident Reduction Program is based in part on Mr. Fu's early research work in friction aggregate testing and pavement skid performance prediction.

He was a member of TxDOT's Forensics Team and has investigated and reported many pavement, embankment, retaining wall, subgrade, base, and foundation and slope failures related to the deficiencies in material and construction quality control.



Materials Engineer/Special Project Engineer, Aggregates and Portland Cement Concrete Production, Taiwan
Responsible for quality control and quality assurance of aggregates and Portland cement concrete production.

REFERENCES

Mr. Tim Weight, PE, *Director of Turnpike Projects*
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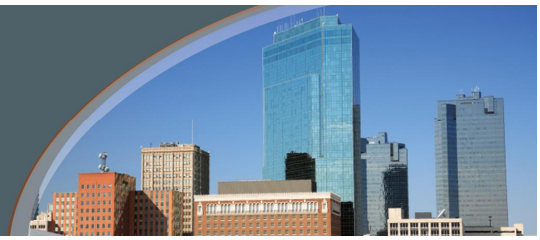


Thomas Van Zandt

Environmental Compliance Manager

PROFESSIONAL BACKGROUND

Years of Experience

25

Education

- B.A., Government History, University of Texas at Austin, 1966
- J.D., University of Texas Law School, 1970
- M.S., Water Resources Management, University of Wisconsin, 1974
- Implementation and Evaluation of Environmental Management Systems, TCEQ, 2003
- TxDOT-ENV 102 Stormwater Erosion & Sediment Control, 2002

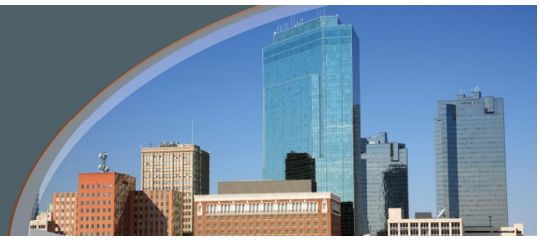
Registrations/Memberships

- State Bar of Texas, License No. 2046440
- TxDOT Pre-certification Sequence No. 2323; Categories: 1.3.1, 1.4.1, 2.4.1, 2.4.2, 2.7.1, 2.12.1, 2.14.1

EXPERTISE

Mr. Van Zandt has 25 years of experience in the field of environmental management. He has managed or participated in Environmental Impact Statements (EIS), environmental assessment and permitting projects dealing with highways, railroads, deepwater ports, lignite mines, power plants and transmission lines, hazardous waste facilities, airports, pipelines, and commercial/residential developments, among others. Mr. Van Zandt served over three years as the Environmental Compliance Manager for TxDOT's SH 130 Segments 1-4 design-build project, and continues to serve as Project Principal for Hicks & Company's management of the environmental compliance program. During that period, he led the development of an Environmental Management System (EMS), the first certified highway construction EMS in the nation (in 2007 the SH 130 EMS was certified at the Gold level by TCEQ's *Clean Texas* program). The SH 130 EMS recently received the Texas Council of Engineering Companies Engineering Excellence Award as the best environmental project of 2007. Now nearing completion, the project has maintained its aggressive design-build schedule without compliance-related delays while complying with TxDOT's strict *zero violations* standard.
Mr. Van Zandt has presented papers on the application of EMS to design-build and other large scale highway development projects at several national conferences including FHWA/EPA "Green Highways" forums, Transportation Research Board (TRB) meetings, and TxDOT conferences.

Mr. Van Zandt has managed the EIS process for a number of Texas highway projects, including SH 130, the Lubbock East-West Freeway rail relocation, US 190 in Copperas Cove, Loop 49 in Tyler, as well as numerous EAs and feasibility studies in Corpus Christi, League City, Laredo, Odessa, and West Texas. He serves as Hicks & Company's Project Principal for consultation support to TxDOT for the development of a statewide EMS under an EPA Consent Agreement. He has testified in trials and administrative hearings as an expert in environmental assessment methods, wetlands regulation, environmental justice, and other topics. He is a member of the State Bar of Texas and has authored numerous reports, articles, and presentations on NEPA and other aspects of environmental law and management. Mr. Van Zandt has managed or supervised more than 50 assessment and permitting projects for roadway development in Texas.



RELEVANT EXPERIENCE

SH 130 Segments 1-4 Design-Build Project, TxDOT – Austin District and Texas Turnpike Authority, Austin, TX

Environmental Compliance Manager of the first design-build EDA project in Texas, responsible for the development and implementation of the project's Environmental Protection Program, through design, pre-construction, and construction phases of the project. Responsibilities included:

- Development of plans required under the EDA, including Project Mitigation, Construction monitoring, and Hazardous Materials Management.
- Development of two-tiered Environmental Protection Training Program provided to all Developer management, staff, and subcontractors. To date, more than 5,000 project staff has completed the environmental training program.
- Implementation of procedures for environmental QC of design and preparation of EPIC plan sheets for 16 separate construction plan sets.
- Supervision of the Environmental Team in obtaining regulatory clearances that included to date 23 Notices of Intent and 15 Notices of Termination under the Texas Pollutant Discharge Elimination System (TPDES); preparation and USACE approvals of Section 404/401 permit documents, including eight permit modifications, 16 preconstruction submittals, and one Detailed Compensatory Mitigation Plan; archeological surveys and THC clearance for nearly 1,200 acres of Additional Properties; preparation of EPIC reviews and final design plan sheets for 16 construction sections, and Phase 1 Environmental Site Assessments for more than 400 parcels.
- Monitoring, documenting and reporting of project environmental compliance, including management and coordination of the Environmental Compliance Inspection team.
- Design and implementation of an EMS and initiation of the process for EMS certification by TCEQ's Clean Texas program (certified at the Gold level in 2007).
- As part of the EMS, developed procedures and documents for project operational controls, including a number of Standard Operating Process documents for specific environmental compliance issues, including SW3P dispute resolution, work in and around waterways, oil and toxic materials handling, and migratory bird protection.
- Managed design and construction phases with no regulatory violations or major construction delays due to environmental compliance issues.
- Oversaw EMS community outreach program (tree preservation, wetland plant relocation, fish and wildlife relocation for area schools and youth groups, bat box installation under bridges, etc.) that garnered favorable media coverage and awards for the SH 130 project.
- SH 130 Environmental Impact Statement and Route Selection – Served as first Project Manager and later Project Principal for Draft and Final EISs for the SH 130 project.
- As SH 130 ECM, supervised completion of 10 NEPA revaluation documents and one Supplemental EA for major and minor design modifications during SH 130 project development. Reevaluations included a comprehensive EIS-level reevaluation addressing new TxDOT procedures for assessing cumulative and indirect impacts in the rapidly growing four-county Central Texas region.

US 183A Toll Road Design-Build Project, Austin, TX

Project Principal and QC Manager for Environmental Compliance Management and Inspection. Mr. Van Zandt served as project principal through the NEPA process, including providing Section 7 Endangered Species and cultural resources clearances. During

construction of the $170 million project, he oversaw personnel providing environmental inspection and management services as well as post-NEPA clearances for cultural resources and endangered species.

TxDOT Statewide Environmental Management System Pilot Program Support
Project Principal/QC Manager for Hicks & Company's consulting support to TxDOT Environmental Affairs and Construction Divisions' efforts to implement a statewide EMS by 2012, in compliance with a Consent Agreement with EPA. The initial effort is focused on three pilot Districts – Dallas, Waco, and Yoakum. Hicks & Company is currently assisting TxDOT's EMS team in developing training materials (video and self-paced DVDs) for stormwater management and other environmental topics.

US 69 Lindale Reliever Route EIS, Tyler, TX
Project Principal/QC Manager for EIS, Section 404, cultural resources, and other environmental compliance issues for this reliever route.

Loop 49 South and Loop 49 West Environmental Impact Statements, Tyler, TX
Provided route selection and Environmental Impact Statements for proposed western and southern segments of Loop 49.

US 190 Copperas Cove EIS and Reevaluation, Copperas Cove, TX
Provided route selection support and EIS for a proposed reliever road.

IH 35 Trade Corridor Study, Texas to Minnesota
Prepared environmental compliance components of feasibility study for the IH 35 improvements from Laredo, Texas to Duluth, Minnesota, including IH 35E and IH 35W through the DFW Area.

REFERENCES

Douglas Fuller, *Project Director*
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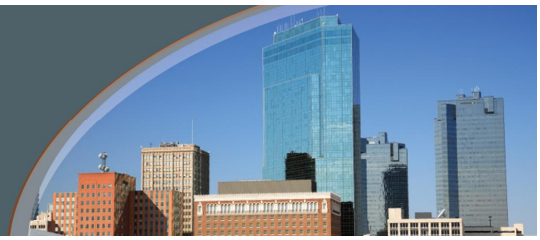

Richard "R.T." Carter

Operations Manager

PROFESSIONAL BACKGROUND

Years of Experience

12

Education

- M.S., Business Organizational Management University of Laverne, 2001
- B.A., Liberal Arts – Austin College, 1994

Registrations/Memberships

- N/A

EXPERTISE

Mr. Carter has 12 years experience in asset management and the installation and maintenance of hardware for complex tolling systems.

Since April 2006, Mr. Carter has worked on the proposal and bidding of the State of Florida's Toll System Replacement Invitation to Negotiate with the prime contractor, Raytheon. The Raytheon Team has the ITN and Mr. Carter served as the Project Manager. VMS was responsible for the installation and maintenance of the new toll system hardware infrastructure for 734 lane miles throughout Florida over a 5-year period. This included 27 lanes of Open Road Tolling (ORT) from Raytheon. In addition, Mr. Carter oversaw the dispatching operations center and warehousing.

Since March 2004, Mr. Carter has served as the Asset Manager for VMS' Ted Stevens Anchorage International Airport Asset Management Project. His duties include contractual compliance, budget, client relationships and development of projects. Mr. Carter assisted the airport staff in modifying and enhancing their Computerized Maintenance Management System (CMMS). This project involved working across all divisions at the airport and focuses on long term needs. Mr. Carter also oversaw the Facilities Work Control Center (FWCC) and the Warehouse. In both these projects, a high level of integration with the client's operation was required and Mr. Carter was responsible for the development of policies and procedures to guide staff in the execution of their responsibilities.

RELEVANT EXPERIENCE

Florida's Turnpike Enterprise (FTE), Orlando, FL
Project Manager of Asset Management for ORT, ITS and toll-booth installation and system operation and maintenance (including roadways) on the new FTE Program, encompassing 734 managed lanes (including 27 ORT lanes) throughout Florida.
Mr. Carter served as the design and system integration manager during the design phase of the project and was responsible for the installation and maintenance of all systems' hardware. Responsibilities also extend to managing the projects' dispatch centers, operations and warehousing facilities.

Ted Stevens Anchorage International Airport, Anchorage, AK
Mr. Carter served as the Asset Manager for the Ted Stevens International Airport (ANC) Asset Management Program. Duties in this role included contractual compliance, budgeting, client interface and development of programs. Responsibilities also extended to the oversight of the Facilities Work Control Center (FWCC) and the warehouse. The project required that the team work across all divisions at the airport and that the focus extended to long term needs. This necessitated a high level of integration with the client's operations department and Mr. Carter oversaw the development of policies and procedures to guide staff in the execution of their responsibilities. His expertise assisted the airport in the modification and enhancement of the Computerized Maintenance Management System

(CMMS). Mr. Carter supervised the first year of operations and maintenance for the "C" Concourse Baggage System, which utilizes inline screening in order to improve efficiency at the airport. This complex system consists of over 2.5 miles of bag line and contains over 300 conveyor segments. Each segment contains a motor, roller assembly, and belting controlled by a computerized monitoring system that ensures the safety and security of the flying public. The system is capable of detecting if a bag has been tampered with by sensing deviation in travel time between the photo eyes. Mr. Carter's duties also extended to management of several major subcontracts to ensure compliance with established standards.

SAP Implementation
Revising the scope for a project based on facilitated sessions provided major savings to the client and resulted in a shortened project timeline, further benefitting the customer by providing the necessary tools. Additional work involved managing the migration and remediation of data reporting tools during the SAP implementation.

Royalty Tax Applications
Mr. Carter developed, designed and managed a test plan with emphasis on turnaround time and accuracy in advance of a change in tax liability for a major corporation. The application was released on schedule and with no major setbacks.

Traction HSSE Database
Mr. Carter was Lead Designer for the development of a comprehensive training program for global implementation of a BP database application that included a training plan, course materials, and multimedia training solutions for users, power users, and system administrators. Mr. Carter also spent two years traveling to implement this application as part of a worldwide effort.

State of Alaska Alcoholic Beverage Control Board of Licensing Application
Mr. Carter was responsible for designing a complete network, server, and database architecture to meet the needs of a maintenance and operation organization. He defined business rules for application developers to accurately meet legal and functional requirements; revamped work flow in a license tracking application so the new design was possible in an on-demand environment; he cut the hours of work per application in half; and eliminated expensive triplicate forms. He also developed metrics to judge performance and capabilities of trainers and students; designed and developed a licensing application for government agencies; and developed databases through analysis and evaluation of clients' needs and expectations for entry and reporting.

REFERENCES

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Rob Holland, *Custodial Operations Consultant*
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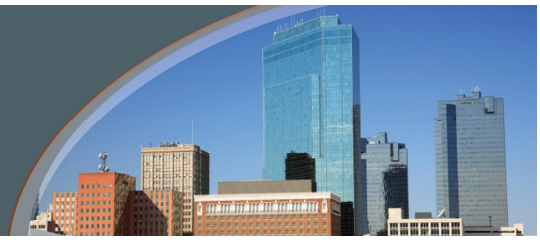


Bruce Sampson

Maintenance Manager

PROFESSIONAL BACKGROUND

Years of Experience

17

Education

- General Courses at San Antonio College
- TEEX Work Zone Traffic Control (certified)
- NHI Bridge Maintenance Training (certified)
- ATSSA Guardrail Installation Training (certified)

Registrations/Memberships

- N/A

EXPERTISE

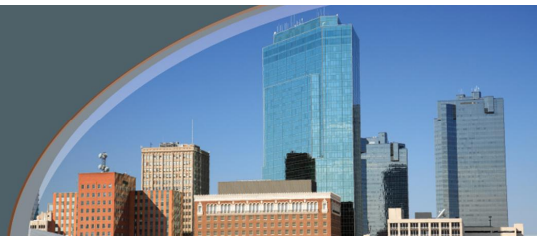
Mr. Sampson offers extensive experience in the maintenance management of urban highways and toll ways in Texas. His oversight responsibilities include budgeting and tracking project costs; managing employees and contractors; scheduling work activities; implementing safety programs; managing traffic services and emergency response services; ensuring compliance with contract requirements; and maintaining communications with TxDOT. He has effectively managed projects that include the maintenance of freeways, bridges, major intersections, tunnels, access ramps, pavement, roadside, drainage, vegetation, and aesthetics. Mr. Sampson has also worked as the Construction Foreman and Facility Management Engineering Assistant in electrical, plumbing and concrete / asphalt applications in Texas for the US Army.

RELEVANT EXPERIENCE

IH 35 Corridor, Waco, Texas

As Project Manager, Mr. Sampson is responsible for the oversight of maintenance for this 120-mile project, which includes 964 lane miles of highway and service roads. Mr. Sampson's responsibilities include project budgeting, managing 29 employees and dozens of subcontractors, and maintaining a relationship with TxDOT. Key work items listed in the five-year contract with TxDOT include maintenance of bridges, pavements, roadside, drainage, traffic services, vegetation, and aesthetics. Mr. Sampson also supervises ice control, severe weather and emergency response services.

President George Bush Turnpike, Dallas, Texas
Project manager for the 30.5-mile tolled freeway running through the northern suburbs of the DFW area. Responsibilities on this asset management project include roadway, bridges, major interchanges, tunnels and access ramps. Assets included: roadway (30.5 miles); facilities/janitorial (176,803 sq ft); 90 bridges; 5 major interchanges; 5 mainline plazas; 4 tunnels; a skywalks; 30 access ramps; and 524 acres of turf. Mr. Sampson supervised an in-house staff of 10 employees and scheduled all work activities using a Computerized Maintenance Management System (CMMS). He was also responsible for compliance with the monthly customer-performed Maintenance Rating Program (MRP) with an overall score of 90% or greater, an in-house performance of 80%, as well as an annual condition asset report meeting for GASB 34 requirements. He attended weekly senior staff meetings with NTTA departmental staff to provide work updates and status of future projects; supervised all turf activities, such as herbicides, fertilizers, tine aeration, and erosion control to ensure contractual compliance; and supervised all change orders and additional segments of work added to the project, tracking of project costs, budgeting, the safety program, vehicle maintenance, and equipment procurement.



REFERENCES

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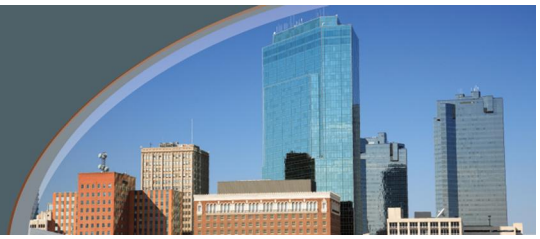


Raul Pena III

Design Quality Control Manager

PROFESSIONAL BACKGROUND

Years of Experience

27

Education

- B.S., Civil Engineering - Texas A & M University, 1980

Registrations/Memberships

- Environmental Professional #559 – Texas
- Professional Engineer #56401 – Texas
- TxDOT Pre-Certification Sequence No. 2121 Categories: 1.3.1, 1.4.1,1.5.1, 3.1.1, 3.2.1, 3.4.1, 3.5.1, 4.1.1, .4.2.1, 7.1.1, 7.2.1, 8.1.1, 8.2.1, 8.3.1, 9.1.1, 10.1.1, 10.2.1, 10.3.1, 11.1.1
- Development Advisory Committee, City of Fort Worth, 2004-Present
- Texas Society of Professional Engineers, President, 2004-2005
- National Society of Professional Engineers, State Delegate, 2006-Present
- TSPE State Engineer of the Year, 2006
- Texas Engineering Foundation Distinguished Engineer, 2001
- Fellow, National Society of Professional Engineers

EXPERTISE

Mr. Pena is the Regional Vice President of TranSystems, where he is responsible for quality assurance, and overall operations in Texas. He has 27 years of experience working with both private and governmental agencies in the design of roadway, drainage, and utility improvements. He is familiar with all aspects of project cost estimating, quality assurance and contract administration.

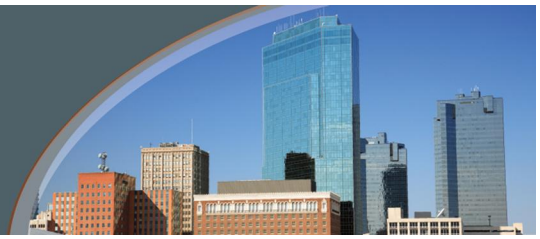
RELEVANT EXPERIENCE

US 175, Frankston, TX

Principal-in-Charge responsible for quality assurance. This 16 mile, 4-lane divided, depressed median roadway project involves environmental assessment, route studies, schematics, value engineering, public involvement, extensive right-of-way acquisition (200 parcels), design surveys, utility coordination, traffic control, and PS&E. Major components include a diamond interchange, a major bridge, two relief routes, wetland mitigation, extensive cross drainage (55 structures), and numerous bridge class structures. This $150 million project also included a comprehensive web page.

Utility Relocations along SH 121 "Southwest Parkway", TxDOT – Fort Worth District, City of Fort Worth, NTTA

Principal-in-Charge responsible for quality assurance. The City of Fort Worth, TxDOT and the NTTA have teamed to build a new toll road through Fort Worth. The route starts on the west side of downtown and continues to the southwest side of Fort Worth. TranSystems was selected to relocate the City's infrastructure in the very urban section closest to the Central Business District. This stretch of highway has an extensive network of subsurface utilities. Engineers used cutting-edge Subsurface Utility Engineering technology to make the process of locating the utilities as non-intrusive as possible, providing highway designers exact information on the location of the City's large utilities. As a result, the design incorporated this information and many of these lines were able to remain in place. In other areas where relocation was unavoidable, TranSystems worked closely with all stakeholders to relocate facilities in new routes outside of the



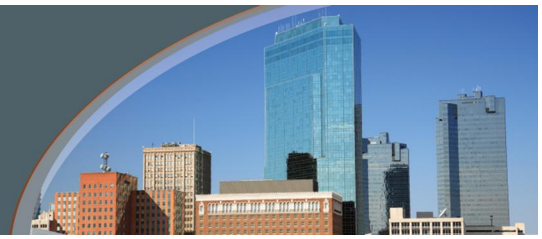
SH 121 footprint. TranSystems was also responsible for identifying easement acquisitions and processing all permits. All efforts were coordinated with the three agencies throughout the process.

Montana Avenue, El Paso District, El Paso, TX
Principal-in-Charge responsible for quality assurance. The new $500 million corridor would help alleviate congestion while providing more efficient operations for the traveling public. Initial plans for the new corridor call for a four-lane elevated section. TranSystems services include modeling, toll feasibility analysis, conceptual planning, preliminary civil engineering design, public involvement, and cost estimating. A major task for this project involves reviewing the project's general geometric concept based on traffic use as a toll facility. TranSystems is reviewing all preliminary plans, including proposed toll lanes, frontage roads, and the location and configuration of the project's interchanges. TranSystems is also completing significant travel demand modeling to forecast traffic volumes, including the addition of a toll mode split component to the model. The travel model will be exercised for the opening year using the "existing-plus-committed" network and horizon year network. VISSIM modeling includes an existing conditions model, opening year toll feasibility (existing and committed), committed and future of toll facility, and future without toll facility. Additional assignments include the preparation of an optimal toll collection plan, revenue forecasting, daily revenue estimates, a bond-sizing analysis, and cost and feasibility determination. TranSystems will prepare a final report that summarizes all study findings and includes a recommendation as to whether or not a toll facility is a viable approach.

Trinity River Vision, City of Fort Worth, TX
Principal-in-Charge responsible for quality assurance. *Trinity Uptown* is a plan for waterfront development that aims to revitalize an 800-acre area north of downtown Fort Worth with a combination of public improvements and private development. Private development of the area will be possible once flood protection is in place and levees are removed. The area will enable up to 10,000 new homes to be constructed in the area, providing a solution to the demand for high-density urban housing. TranSystems will be providing Project Management for the relocation of all City-owned roadways and utilities (drainage, water and sewer) and franchise utilities (electric, gas, telephone and cable). In addition to serving as program manager, TranSystems will also design street and drainage relocations. Estimated construction - $500 million.

TxDOT Dallas District Roadway Design Work Authorization Contract, Dallas, TX
Principal-in-Charge for this project which consisted of serving as an extension of TxDOT staff for interstate roadway and bridge projects within the District. During the term of this contract, major projects were completed in Denton, Mesquite, Plano and Justin Texas. All projects were completed within budget and aggressive schedules. Typical project scopes included traffic studies, schematic design, surveys, environmental documentation, hydraulic design, traffic control, roadway and bridge PS&E, parcel maps and legal descriptions.

Dallas North Tollway and President George Bush Turnpike, ITS Implementation, Dallas, TX
Principal-in-Charge responsible for quality assurance. This project involved the design of 32 CCTV cameras and 9 Dynamic Message Sign locations along Dallas North Tollway and President George Bush Turnpike. The project included surveys, site investigations, utility coordination, geotechnical investigations, foundation designs, power coordination with TXU and conduit installation for power and fiber. The project was "fast tracked' with close coordination with NTTA staff to meet an aggressive bid letting schedule.



Joseph Masterson

Deputy Manager, Engineering

PROFESSIONAL BACKGROUND

Years of Experience

28

Education

- B.S.C.E. Civil Engineering - Michigan Technological University

Registration

- Professional Engineer #64170 – Texas 1988

EXPERTISE

Mr. Masterson is a project manager with full responsibility for completion of a wide variety of assigned projects. Mr. Masterson has experience in design and project management of numerous major TxDOT projects throughout the state, serving as Project Manager on projects requiring right-of-way determinations, right-of-way mapping and legal descriptions, cost estimating, flood studies, storm water pollution prevention plans, drainage design, utility design and relocation, specifications and contract documents. His urban and rural roadway and freeway design and rehabilitation experience also includes intersection improvements, sign inventories, signing plans, pavement marking plans, and traffic control during construction. He is familiar with TxDOT policies, procedures, and design criteria.

RELEVANT EXPERIENCE

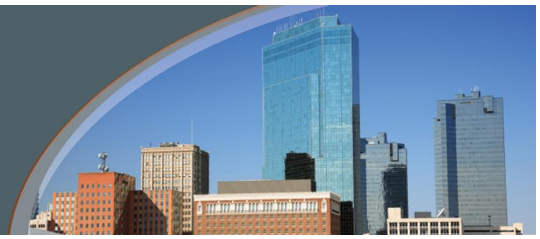
Highway 405 Interchange; Long Beach, California
Project Engineer on the design of a collector street interchange with Highway 405 in California. Traffic modeling was required to determine the effect of putting the additional traffic onto the freeway. Supervised several engineers to complete design of lighting, storm drain, utility relocation and site geometrics.

I-25 at Alameda; Albuquerque, New Mexico
Project Engineer on the design of an interchange with Interstate 25. Project included corridor study with route alternatives, geometrics, grading, drainage, structures, and right-of-way mapping. Several alternatives were evaluated to avoid an existing cemetery. Cost benefit ratios were determined and utilized in the selection of the final design.

SH 31; TxDOT; Longview, Texas
Project Manager for the widening of the existing westbound lanes of SH 31 and replacement of an existing 10 span bridge at Grace Creek. Included in the project are shoulder improvements, right-of-way determination, utility coordination, detailed traffic control, flood studies and modeling, and SWPPP. This project includes preparation of PS&E in metric utilizing GeoPak.

U.S. 67; Cleburne, Texas
Project Manager for this 6-mile four-lane divided depressed median bypass around the City of Cleburne. This project involved two bridges, a major interchange with the Southwest Freeway extension from Fort Worth, schematics, environmental, design and right-of-way surveys, numerous culvert crossings, flood studies, traffic control, railroad coordination/Exhibit A and construction sequencing.

Grauwyler Ave./BNSF Grade Separation; Irving, Texas
Project Manager for project to develop final plans, specifications and estimates for the grade separation of an existing two-lane arterial street and rail line in an urban area. The design included pump stations and drainage facilities to convey storm water from



beneath the grade separation, extensive utility relocation which included a 48" water line, design surveys and parcel maps for right-of-way taking and design of retaining walls to minimize impact to adjoining developed property.

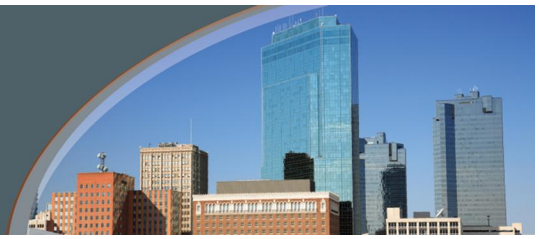
Loop 571, TxDOT Tyler District, Henderson, Texas
Project engineer for the 4 mile extension of Loop 571. Design included a bridge over Bromley Creek and a diamond interchange at SH 64, signing, traffic control and hydraulics. This bridge is a three-span, prestressed concrete girder bridge. The project also included diamond interchange geometrics. Architectural enhancement standards were developed for the Tyler District for use on this project and future projects. These enhancements included: an inverted "T", fractured fin finish, community context design and colored textured concrete.

Berry Street; Fort Worth, Texas
Phase I of this project included corridor planning, schematic design, extensive public involvement, and cost estimating. Schematic design included traffic modeling, urban street design, landscaping, way finding, lighting, and street furniture. Public involvement included Public Meetings and Workshops with TCU, local businesses, neighborhood associations, churches and Fort Worth I.S.D. The estimated cost of this urban street design project is $17 million dollars.
Phase II of this project included final design of a 5 block section nearest TCU. The design included a four-lane, raised median, urban roadway through an existing heavily developed commercial corridor. Included in the final plans and specifications are signal design, street and pedestrian lighting, landscape and irrigation design, way finding, street furniture, architectural enhancements, street parking, utility relocations, water and sewer reconstruction and drainage design. This project was coordinated with the Berry Street Initiative, City of Fort Worth Parks Department, and final approvals from the Fort Worth District of TxDOT.

U.S. 67; Glen Rose, Texas
Project Manager for the reconstruction and widening of two-lane rural roadway into a four-lane divided highway with a continuous left-turn lane. Included in the project scope is preparation of the environmental assessment, design schematic and public meetings. Mr. Masterson assisted TxDOT in coordinating the public meeting, prepared all exhibits and documented the meeting with videotape and transcripts. After the completion of the schematic phase, this project also included the preparation of final PS&E in metric, utilizing GeoPak.

SH 171/BNSF Underpass; TxDOT; Cleburne, Texas
Project Manager for the design route and environmental studies; schematics; geotechnical design; right-of-way surveys and PS&E work. The existing underpass on SH 171 in Cleburne, TX features a 14-foot, 5-inch clearance and crosses SH 171 at a 45-degree angle. The project required close coordination with BNSF, which approved schematic design; drainage design for sump on adjoining property; detailed analysis of both horizontal and vertical geometrics of rail and highway; utility coordination; retaining walls; and shoofly analysis. The design of the project included a shoofly to ensure the high volume of rail traffic would not be disturbed during the construction.

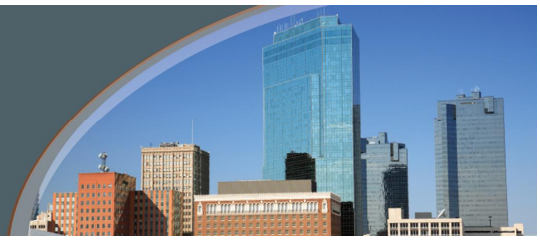
U.S. 175; TxDOT; Frankston, Texas
Project Manager for environmental, route studies, schematics, value engineering, public involvement, right-of-way, design surveys and PS&E for the 15.5-mile, four-lane divided, depressed median roadway project. The major components of this project were a diamond interchange, a major bridge, two relief routes, wetland mitigation, extensive cross drainage and numerous bridge class structures.



Beach Street; Fort Worth, Texas
Project Manager for the preparation of plans and specifications for a six-lane divided roadway. This project involved designing and constructing both north and south bound lanes and adding the north bound lanes to the already existing south bound lanes. This project was coordinated with existing commercial development and landowners concerning driveways and median opening locations. Careful storm drainage design to capture existing and future run-off, utility relocations and street lighting were also designed.

Trinity Boulevard Water Main Extension; City of Fort Worth, Texas
Project Manager for the design of a 36" water Main extension. Design included approximately 13,200 linear feet of a 36-inch water main, alternative analysis, topographical surveying, easement preparation, plans and specifications. Additionally cathodic protection, construction sequencing, and permitting all were included in the project. Extensive coordination with the Texas Department of Transportation, Texas Utilities, Trinity River Authority and Trinity Railway Express was also required to meet the accelerated schedule.

OHL Infrastructure



Francisco Martinez Agudo

Design Build Manager

PROFESSIONAL BACKGROUND

Years of Experience

30

Education

- M.S. Civil Engineering, Universidad Politecnica, Madrid, Spain 1971
- M.S. Business Administration, I.E.S.E., Madrid, Spain 1987
- M.S., Occupational Risk Prevention, Universidad Politecnica and College of Civil Engineers, Madrid, Spain 1998

EXPERTISE

Mr. Agudo has more than three decades of construction management experience and is an experienced Civil Engineer and Business Manager. As General Manager of Autovia de Aragon, he was responsible for all aspects of the concession companies including administration, finance, technical project development, operations and maintenance areas. He maintained a professional relationship and was the direct contact for the owners of each company. During his time as a Lead Construction Manager, he was responsible for overseeing all construction activities, maintaining project schedule and budget. Mr. Agudo was sent to Mexico City to oversee the construction of several projects as the Zone Superintendent. During this time the Construction Manager for each company reported directly to him. He also managed several Quality Control teams to insure all quality control standards were achieved and maintained.

RELEVANT EXPERIENCE

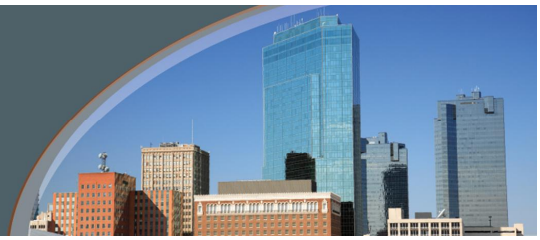
AUTOVÍA DE ARAGÓN – TRAMO 1 (A2), Madrid
As the General Manager, Mr. Agudo was responsible for the general administration of the company Autovia De Aragon. He supervised and managed the administration, finance, technical, project development, and operation areas of these companies. He also reported to the board of directors in each company. As the direct contact to the owner of the facility he provides a professional relationship and communication throughout the entire concession. Cost- $634.2 M*

EUROGLOSA45 (M45), Madrid
As the General Manager, Mr. Agudo was responsible for the general administration of the companies Autopista de la Comunidad and Autopista Eje Aeropuerto. He supervised and managed the administration, finance, technical, project development, and operation areas of these companies. He also reported directly to the board of directors in each company. As the direct contact to the owner of the facility, he provides a professional relationship and frequent communication with the owner of the facility throughout the entire concession. Cost- $260.4M*

Unión Temporal de Empresas, Madrid
As lead Construction Manager, Mr. Agudo was responsible for supervising all construction of the Urban Dual carriageway M-45 and the section from N-V to the N-IV. In addition to overseeing construction of the sections from N-V to the N-IV, he also oversaw the enlargement and improvements to the pavement for the road widening and pavement improvements for N-IV.

OHL- Spain
Mr. Agudo served as Quality Manager of Construction and was responsible for overseeing each Quality Control Team on the following projects-

- By-Pass and Bridge over the River Miño (Orense)



- Dual Carriageway By-Pass for Toledo
- Dual Carriageway By-Pass for Almeria
- Dual Carriageway By-Pass for Lérida
- Section of Dual Carriageway: Villavieja – River Mente (La Gudiña, Orense)
- Section of Dual Carriageway: Villanueva – Zuera (Zaragoza) Access Road to Cordoba Airport Altafulla – Torredembarra By-Pass

The Quality Control Team Managers reported directly to Mr. Agudo during the construction phase of each of these projects.

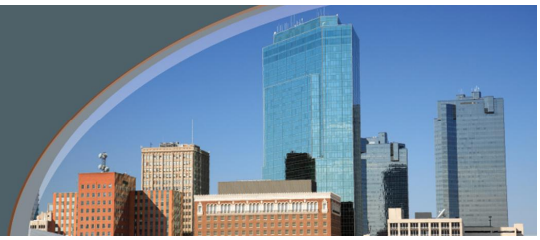
Mexico City (D.F.) , Mexico

Mr. Agudo was sent from Argentina to Mexico City to serve as Zone Superintendent and oversee each of the following projects throughout construction:

- Underground parking garage in the Monumental Zone of Mexico City (D.F.)
- Reconstruction of the Plaza de las Vizcaínas in Mexico City (D.F.)
- 15-story multi-family residential building in Mexico City (D.F.)
- Studies and management of several parking garages and highways in Mexico City (D.F.), Puebla, Cuernavaca, etc.

As Zone Superintendent he was responsible for developing the construction contracts and presenting them to the Board of Directors and the Owner.

* Conversion rate 1€=$1.55 as of June 16, 2008



Bill Heathcott

Deputy Design Build Manager

PROFESSIONAL BACKGROUND

Years of Experience

21

Education

- Bachelor of Science in Building Construction, 1987 -Texas A&M University

EXPERTISE

Mr. Heathcott has over two decades of experience in the construction industry, having worked his way up through the ranks as Field Engineer, Superintendent Project Manager and Program Manager. As Program Manager for Archer Western Contractors, Mr. Heathcott is responsible for all aspects of construction operations, oversight of project progress, owner relations, direct supervision of project management staff, pre-construction services, establishment of management systems, estimating, value engineering, scheduling, and the preparation of quality control programs. During his career, he has been responsible for multiple, concurrent roadway projects, winning awards for both Quality and Safety as a result of processes he established for Quality Control, Project Controls and Construction Operations. Mr. Heathcott has managed almost exclusively public/private civil road construction for TxDOT and Florida DOT. His management philosophy is based on the understanding that open, honest communication between the designer, owner and contractor is the key to successfully completing projects within the allotted schedule and budget. His ability to recognize and remediate issues while maintaining direct, open lines of communication in a diverse environment has resulted in a history of satisfied clients.

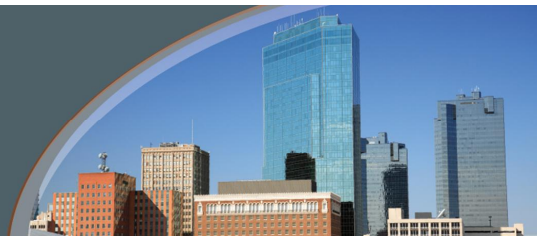
RELEVANT EXPERIENCE

SH 45; Austin Texas

Program manager for a project that calls for the construction of a new 2.3-mile freeway facility consisting of a four level interchange, frontage roads, ramps, and toll plaza facilities. The scope of work performed includes earthwork, 1 million cubic feet , concrete and asphalt paving, storm sewers, electrical work, retaining walls, surveillance communication and control systems. Work also calls for traffic maintenance throughout the project, including the construction of detours, management of traffic controls systems, and the coordination of closures. Mr. Heathcott's focus on this project was (1) safety, (2) schedule and (3) resolutions to constructability issues. His concentration on schedule allowed him to make timely changes and minimize non-critical path activities. His resolution of escalations and other conflicts on this project resulted in the project being delivered on time. He kept the end user – the travelling public – in mind as he worked and revised the traffic control plans, paying special attention to maintenance of traffic during this project, allowing the flow of traffic to continue throughout the project and mitigating potential road hazards to the public as well as the workers.

US 183; Travis County, Texas

Mr. Heathcott served as Senior Project Manager. This project was very similar to the NTE Corridor Improvements. The project encompassed 3-miles of "urban renewal", converting two lanes in each direction to 3 main lanes with frontage roads. Also included were overpass and underpass structures and the construction dealt with I-35 and US 290 traffic in Austin. Mr. Heathcott was responsible for facilitating the close-out of $6M in open change

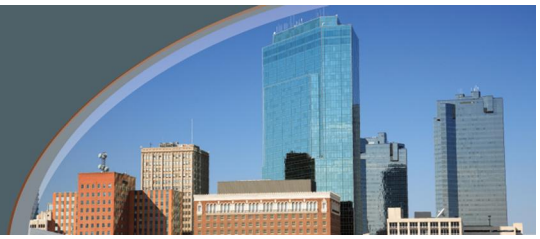


orders. His constant schedule review ensured the project stayed on track despite extension of project limits. Frontage roads coming into the project limits presented a unique challenge – it was determined during construction of the project that they needed to be rebuilt. As a result, they were constructed in a design-build manner. He worked with the local TxDOT engineers to create a roadway cross-section utilizing recycled materials from the existing project that could handle excessive traffic counts as well as high PI materials found in the geology of the area.

IH-35; McLennan County, Waco, Texas

Project Manager for the construction of a 3 level interchange of the Loop 340/Hwy 6 interchange at IH 35 on the southern edge of Waco, Texas. The scope of work for this project includes 5 bridges, at grade reconstruction of frontage roads, ramps, and loops in the four quadrants, 300,000 CY of dirt, 100,000 CY of concrete paving, and traffic control.

Mr. Heathcott was responsible for the overall project management of this project, and a unique element was that this was the first time a pre-cast bridge structure was utilized by TxDOT and then transported to the project location. Bill's development of "work arounds" saved man-hours and traffic impacts, thereby making the project a success for TxDOT.



James Young

Safety Program Manager

PROFESSIONAL BACKGROUND

Years of Experience

33

Education

- Occupational Safety and Health - Texas State Technical College, Waco, TX, A.A.S.

Registration/Certification

- OSHA Certified 29CFR1910.120 OSHA 500

EXPERTISE

Mr. Young has developed a wealth of expertise during his 33 years in construction. He has served in the capacity of Safety Manager for over 12 years on projects related to transportation, airports, chemical plants, light rail and freight rail. Mr. Young is instrumental in providing proactive safety training to employees and supervisors on OSHA standards, accident prevention, hazardous waste procedures, emergency response planning and has developed and implemented numerous safety plans for industry leading companies. He continues to take a hands-on approach with field involvement through regular interaction with management and tradesmen. He is also competent in dealing with accident investigation, fire prevention, CPR/First aid, traffic control and hazard analysis. He understands policies and has the full ability to provide the recordkeeping necessary to manage safety programs and meet agency requirements.

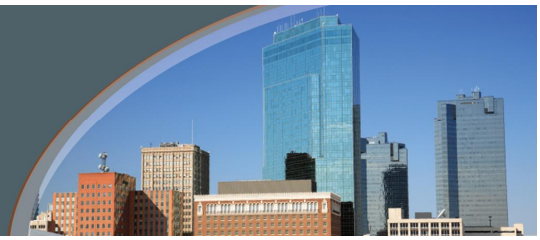
RELEVANT EXPERIENCE

DART CMGC 1- $410M Light Rail Project –Project Safety Manager

As a Safety Manager with Archer Western Contractors, Mr. Young conducts regular safety meetings with all project personnel, performs daily safety inspections and enforces compliance to industry standards. He routinely reviews practices and conditions on the current light rail project which interfaces with active railroads, TxDOT roadways, city vehicular traffic, residential and commercial areas. Mr. Young assures implementation of the Site Specific Safety and Security Plan. He conducts accident investigations, monitors all subcontractors' performance for compliance, and is responsible for Worker's Compensation cases. Mr. Young also maintains OSHA 300 logs, and writes and implements Emergency Response Programs. NOTE: this project was the recipient of the Matthew Myles Walsh Safety Award in 2008 for projects over $250 M.

Shell Chemical Plant – Safety Representative

Ensured OSHA, State, and Shell Chemical Regulations were met; Conducted weekly and monthly safety meetings; Reviewed safety policies with subcontractors; conducted accident prevention training, advised workforce and management of government regulations and safety processes; performed site inspections; provided documentation of all safety meetings. He also participated in pre-activity meetings and conducted safety audits of construction activity as well as subcontractor recordkeeping.



Bruce Sampson

Maintenance Manager

PROFESSIONAL BACKGROUND

Years of Experience

17

Education

- General Courses at San Antonio College
- TEEX Work Zone Traffic Control (certified)
- NHI Bridge Maintenance Training (certified)
- ATSSA Guardrail Installation Training (certified)

Registrations/Memberships

- N/A

EXPERTISE

Mr. Sampson offers extensive experience in the maintenance management of urban highways and toll ways in Texas. His oversight responsibilities include budgeting and tracking project costs; managing employees and contractors; scheduling work activities; implementing safety programs; managing traffic services and emergency response services; ensuring compliance with contract requirements; and maintaining communications with TxDOT. He has effectively managed projects that include the maintenance of freeways, bridges, major intersections, tunnels, access ramps, pavement, roadside, drainage, vegetation, and aesthetics. Mr. Sampson has also worked as the Construction Foreman and Facility Management Engineering Assistant in electrical, plumbing and concrete / asphalt applications in Texas for the US Army.

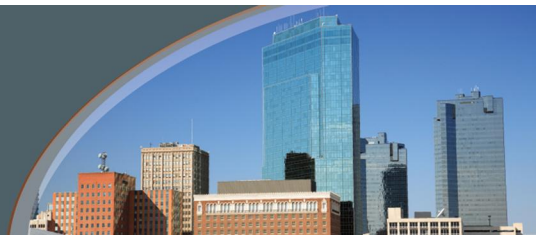
RELEVANT EXPERIENCE

IH 35 Corridor, Waco, Texas

As Project Manager, Mr. Sampson is responsible for the oversight of maintenance for this 120-mile project, which includes 964 lane miles of highway and service roads. Mr. Sampson's responsibilities include project budgeting, managing 29 employees and dozens of subcontractors, and maintaining a relationship with TxDOT. Key work items listed in the five-year contract with TxDOT include maintenance of bridges, pavements, roadside, drainage, traffic services, vegetation, and aesthetics. Mr. Sampson also supervises ice control, severe weather and emergency response services.

President George Bush Turnpike, Dallas, Texas

Project manager for the 30.5-mile tolled freeway running through the northern suburbs of the DFW area. Responsibilities on this asset management project include roadway, bridges, major interchanges, tunnels and access ramps. Assets included: roadway (30.5 miles); facilities/janitorial (176,803 sq ft); 90 bridges; 5 major interchanges; 5 mainline plazas; 4 tunnels; a skywalks; 30 access ramps; and 524 acres of turf. Mr. Sampson supervised an in-house staff of 10 employees and scheduled all work activities using a Computerized Maintenance Management System (CMMS). He was also responsible for compliance with the monthly customer-performed Maintenance Rating Program (MRP) with an overall score of 90% or greater, an in-house performance of 80%, as well as an annual condition asset report meeting for GASB 34 requirements. He attended weekly senior staff meetings with NTTA departmental staff to provide work updates and status of future projects; supervised all turf activities, such as herbicides, fertilizers, tine aeration, and erosion control to ensure contractual compliance; and supervised all change orders and additional segments of work added to the project, tracking of project costs, budgeting, the safety program, vehicle maintenance, and equipment procurement.



Jose Antonio Mosquera

Manager, Operations and Maintenance

PROFESSIONAL BACKGROUND

Years of Experience

34

Education

- M.S. Civil Engineering
  University of Buenos Aires
  ARGENTINA

EXPERTISE

Mr. Mosquera has 34 years of construction management experience. As head of maintenance and road security, he coordinated with sanitary personnel (paramedics, ambulance) and supervised mechanical aid of the concession. Additionally, he has managed toll collection, IT systems, and general services and procurement. Mr. Mosquera also served as the Operations and Maintenance Chief of the Riccheri Concession in Brazil. His duties included coordinating all contracts with third-parties, budgeting, sanitary attendance and mechanical aid.

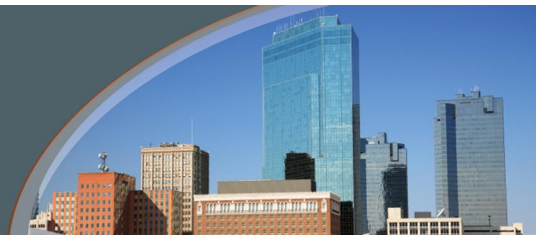
RELEVANT EXPERIENCE

AECSA –
As General Director of Road Maintenance, Mr. Mosquera was responsible for the Electric Maintenance, Tolls, and buildings, constructions and contracts, road assistance, and Project budgets. As General Director, he report directly to the General Manager. Mr. Mosquera represented the Company in negotiations with the Control Authority (OCCOVI) with the lead constructors and their contracts, concessionaries of other toll roads, other corridors, and with Security Organizations (National Police, Local Police). $153.45M*

HUARTE-EACA-UTE (Consortium that has to construct and operate Autopista 25 de Mayo and Autopista Perito Moreno) **–**
Mr. Mosquera oversaw the Concession Operation and Maintenance as Chief of the Operations Department. He managed toll Collection, Toll Control, tele toll, treasurer toll, customer attention, cards emission, information systems, Road Maintenance, electric and buildings maintenance, garage maintenance, warehouse, road security, general facilities, purchases, personnel, technical office.
He also oversaw the revenue management and the Autopista 25 de Mayo and Autopista Perito Moreno Operation and Maintenance, in the city of Buenos Aires, reporting directly to the Company Board.
From 1981 to 1992, Mr. Mosquera worked as Maintenance Manager overseeing the Road Maintenance and the Electric Department, Garage maintenance, warehouse, road security department, building maintenance and building installations maintenance, reporting directly to the Maintenance and Operation Manager

HUARTE-EACA-UTE -
Chief of Construction of Autopistas 25 de Mayo and Sector Perito Moreno, project of 8.7 miles of an overhead highway and 1.2 miles of highway.

*Conversion 1E=$1.55 as of June 16, 2008



John Meola

Safety Director

PROFESSIONAL BACKGROUND

Years of Experience

32

Education

- Bachelor of Arts in Education and English – Rhode Island College, 1974

Registration

- 1987/ Board of Certified Safety Professionals, Certified Safety Professional (CSP)
- 1996/ Insurance Institute of America, Associate in Risk Management (ARM)
- 1997/ Insurance Institute of America, Certified Instructor
- 2005/ US Dept. of Labor, Occupational Safety & Health Administration, Outreach Safety Trainer-Construction
- 1995-1998/ Author: Construction Safety Guidebook; Forklift Safety Guidebook
- Numerous published articles in safety trade periodicals
- Current Officer and Past President: Colonial VA Chapter, American Society of Safety Engineers

EXPERTISE

As Safety Manager for VMS, Mr. Meola's primary responsibilities include development and maintenance of VMS' occupational safety and health programs and monitoring and enforcing company-wide OSHA and regulatory safety compliance. He coordinates customer and contractor safety initiatives, conducts accident and insurance claim investigations and presents employee safety training and new employee safety orientation. Additionally, Mr. Meola conducts audits and inspections of VMS Projects to assure safety and health compliance.

Mr. Meola publishes and distributes weekly, monthly, and special advisory safety topics and training information to all VMS projects, and advises project management regarding safety standards for VMS field employees and contractors. In 2006 and 2007, he presented on safety and protection measures for employees and operations in and around highway work zones for the regional American Public Works Association.

Mr. Meola is a nationally-recognized safety expert. He has extensive experience traveling the United States, training asset management professionals.

RELEVANT EXPERIENCE

State Highway 130, Hutto, TX
Safety Director responsible for program safety implementation, management and training. This 49-mile tollway extends from Interstate 35 north of Georgetown southward to U.S. 183 southeast of Austin, passing though Williamson and Travis Counties. VMS responsibilities include maintenance of bridge structures, slopes, drainage structures, sound walls, retaining walls, embankments, and pavement maintenance.

I-35, Waco, TX
Safety Director responsible for program safety implementation, management and training. VMS performs maintenance activities on 946 lane miles of I-35 through Waco, including maintenance of bridges, pavement, roadside, drainage, traffic services, signage, vegetation and aesthetics, ice control, traffic signals and illumination, and severe weather and emergency response services. The contract area includes the main interstate, frontage roads, ramps, islands, medians, turn-arounds, picnic areas, and cross streets.

Florida DOT District Seven, Tampa, FL
Safety Director responsible for program safety implementation, management and training. This project includes 498 lane miles of interstate

highways and bridges primarily in an urban environment, passing through industrial, commercial, and residential neighborhoods.The interstates within the project range from four to six lanes and incur high average daily traffic volume. VMS provides routine and preventive maintenance and operation, including traffic management, roadway maintenance, vegetation and aesthetics, traffic services, roadside maintenance, drainage, and emergency and incident response.

Virginia DOT Richmond District, Richmond, VA
Safety Director responsible for program safety implementation, management and training. This project includes the operations and management of I-64, I-95, I-295, SR#76, SR#146, SR#150, SR#195, and SR#288 through the Greater Metro Richmond area and the City of Colonial Heights. The project encompasses 1,080 lane miles of interstate highways and primary roadway, which are maintained under all weather and traffic conditions. VMS performs the full range of maintenance services associated with roadway, drainage, structures, roadside, vegetation and aesthetics, traffic services, incident management, and snow and ice control.

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Segment 1 - Concession Work Organization Chart

LEGEND

- ◆ Key Personnel as Identified in Exhibit B Section 3.2.5
- ◆ Major Task Manager
- XXXXX TxDOT Pre-Certification Number
- ORR Orrick
- OHLC OHL Concesiones, SL
- OHLI OHL Infrastructure, Inc.
- AWTS-JV Archer Western Texas Sterling Joint Venture
- TS TranSystems CorporationConsultant
- DEP DEPFA Bank
- CAR CarCon
- RK Raba Kistner
- VMS VMS, Inc.
- TBE TBE Group
- PIA Public Information Associates
- GT Gideon Toal
- HC Hicks & Company
- TV Telvent
- RTN Raytheon
- ARC Arcadis
- KF Kleinfelder

Texas Department of Transportation
Texas Turnpike Authority

- INDEPENDENT ENGINEER — TBD POST AWARD
- QUALITY ASSURANCE PROGRAM MANAGER — SCOTT SPRADLIN (RK)
- INDEPENDENT QUALITY ACCEPTANCE MANAGER — CHIEN FU, PE (RK)
- ENVIRONMENTAL COMPLIANCE MANAGER — THOMAS VAN ZANDT (HC)

PROJECT MANAGER — LUIS BERRIOS (OHLC)

DEPUTY PROJECT MANAGER — ROBERTO HOMBRADOS (OHLI)

DBE / SUBCONTRACT MANAGER — EDUARDO BELMAREZ (CAR)

LEGAL ADVISORY
- LEGAL MANAGER — ALVARO SERRANO (OHLC)
- LEGAL ADVISORS — DANIEL MATHEWS (ORR), VINCENT CASEY (ORR), YOUNG LEE (ORR), ALEKSEY SELIPANOV (ORR)

PUBLIC RELATIONS AND COMMUNITY OUTREACH MANAGER — JUDY MEYER (PIA)
- Communication Coordination
- Meeting/Event Coordination
- Website / Graphics Coordination

STAKEHOLDER CONSIDERATIONS — JAMES TOAL, AIA (GT)
- Government Relations
- Stakeholder Considerations
- Aesthetic Design Charrette

FINANCE

FINANCE AND ADMINISTRATION MANAGER — FRANCISCO ZACARIAS (OHLC)

- DEPUTY FINANCE MANAGER — PABLO YBANEZ (OHLC)
- ADMINISTRATIVE STAFF
  - HR
  - Accounting
  - Billing
  - Management
  - Legal

FINANCIAL ADVISORY
- FUNDERS COORDINATION / RELATIONS — BORJAN PANOVSKI (DEP)
- LENDER'S ADVISORS COORDINATION / RELATIONS — VICTORIA TAYLOR (DEP)
- CREDIT RATINGS — VICTORIA TAYLOR (DEP)

ENGINEERING DESIGN

CONCESSION DESIGN BUILD MANAGER — FRANCISCO MARTINEZ (OHLC)

DEPUTY DESIGN BUILD MANAGER — BILL HEATHCOTT (AWTS-JV)

DESIGN MANAGER — THOMAS MUNSON, PE (TS) 12306

- DESIGN QUALITY CONTROL MANAGER — RAUL PENA III, PE (TS) 2121
- DEPUTY DESIGN MANAGER — JOSEPH MASTERSON, PE (TS) 2120

RIGHT OF WAY
- RIGHT OF WAY ACQUISITION MANAGER — BRAD PENN (TS)
- RELOCATION COORDINATION — KIMBERLY HIEBERT (TS)
- CONDEMNATION / EMINENT DOMAIN — JIMMY SMITH (TS)
- APPRAISAL & APPRAISAL REVIEW — JAMES DANIELS, MAI (TS)

UTILITIES
- UTILITIES ADJUSTMENT MANAGER — LESTER CISNEROS (TBE)
- SUBSURFACE UTILITIES ENGINEERING — BRENT D'ANGELO, PE (TBE) 16780

DESIGN
- ENVIRONMENTAL MANAGER — ERNEST CROSBY, PE, PhD (TS) 2132
- GEOTECHNICAL SERVICES — DOYLE SMITH, PE (KF) 6488
- SCHEMATICS — GREGORY DELGADO, PE (TS) 4712
- SURVEYING & MAPPING — DAVID DAWSON, RPLS (TS) 4778
- ROADWAY DESIGN — SCOTT HUDSON, PE (TS) 11038
- MAINT. & OPERATIONS REVIEW — MICHAEL GROGAN (VMS)
- SEQUENCING/TRAFFIC MGT. — MICHAEL WAHLSTEDT, PE PTOE (TS) 9997
- TOLL SYSTEMS DESIGN — CHRIS HOPKINS (RTN)
- DRAINAGE/HYDRAULIC DESIGN — GARRY KRAUS, PE (TS) 2128
- TOLL INFRASTRUCTURE DESIGN — KEN BOHUSTAV, PE (ARC)
- AESTHETICS & LANDSCAPE — RUSSELL BOATRIGHT (GT)
- ITS DESIGN — VICKI MORRIS, PE (TV) 9517
- BRIDGE DESIGN — MICHAEL F. BROWN, PE (TS) 3668
- SIGNING, PAVEMENT MARKINGS SIGNALIZATION — SHERRY BRANSON, PE (TS) 15614

CONSTRUCTION

CONSTRUCTION AND SCHEDULING MANAGER — BEN WITHERED (AWTS-JV)

- SAFETY PROGRAM MANAGER — JAMES YOUNG (AWTS-JV)
- CONSTRUCTION PHASE O&M — BRUCE SAMPSON (VMS)

QUALITY CONTROL
- QUALITY ASSURANCE / QUALITY CONTROL MANAGER — JAMES GRADY (AWTS-JV)
  - Quality Control Engineers
  - Quality Process Training

PROJECT CONTROLS
- BUSINESS MANAGER — MARTIN POSPICIL (AWTS-JV)
- COST CONTROLS — MATT BINFORD (AWTS-JV)
- SCHEDULE — JEFF WILKES (AWTS-JV)
- PROCUREMENT MANAGER — BRAD FOX (AWTS-JV)
- SURVEY MANAGER — DAVE GARRETT (AWTS-JV)

CONSTRUCTION OPERATIONS
- OPERATIONS MANAGER — GREG GARRISON, PE (AWTS-JV)
- PROJECT SUPERINTENDENT — JEFF MCCALL (AWTS-JV)
- STRUCTURE SUPERINTENDENT — TREY ANDERSON (AWTS-JV)
- EARTHWORK MANAGER — CURTIS GRUSSING (AWTS-JV)
- WALL SUPERINTENDENT — KEITH MILAM (AWTS-JV)
- PAVING SUPERINTENDENT — MIKE BAILEY (AWTS-JV)
- UTILITY SUPERINTENDENT — PETE DAY (AWTS-JV)

- TOLL SYSTEMS INTEGRATION — KC STEINBAUGH (RTN)
- TOLL SYSTEMS TESTING — ARNOLD HILL (RTN)

OPERATIONS & MAINTENANCE

OPERATIONS AND MAINTENANCE MANAGER — JOSE ANTONIO MOSQUERA (OHLC)

- SAFETY DIRECTOR — JOHN MEOLA (VMS)

OPERATIONS
- OPERATIONS MANAGER — R.T. CARTER (VMS)
  - Traffic Management
  - ITS Systems Operations
  - Incident Management
  - Safety / Incident Analysis
  - Field Response
- MANAGED LANES TOLLING OPERATIONS — K.C. STEINBAUGH (RTN)
  - Field Response
  - Tolling Operations
  - Performance Analysis
  - Violation Processing
  - NTTA Interface
- ITS SYSTEMS TRAINING — DUANE HARTMAN PE (TV) 4625

MAINTENANCE
- MAINTENANCE MANAGER — BRUCE SAMPSON (VMS)
  - Facilities Maintenance
  - Roadway / ROW Maintenance
  - Pavement Maintenance
  - Bridge Maintenance & Inspection
  - Toll Systems / ITS Maintenance
  - Landscape / Aesthetics Maintenance
  - Lighting / Signal Maintenance
- SYSTEM MAINTENANCE — ARNOLD HILL (RTN)
  - Toll Systems / Back Office
  - ITS
  - Maintenance Operations Management System
- RENEWAL WORK — HOWARD KALLMAN (VMS)

Segments 2-4 Organization Chart

LEGEND

- ◆ Key Personnel as Identified in Exhibit B Section 3.2.5
- OHLC OHL Concesiones
- TS TranSystems Corporation Consultants
- AWTS-JV Archer Western Texas Sterling Joint Venture
- DEP DEPFA Bank
- VMS VMS, Inc
- PIA Public Information Associates
- HC Hicks & Company
- TBE TBE Group
- GT Gideon Toal
- RTN Raytheon
- RK Raba Kistner
- TV Telvent

Texas Department of Transportation
Texas Turnpike Authority

QUALITY ASSURANCE PROGRAM MANAGER
RONALD SEAL, PE (RK)

QUALITY CONTROLS
RAUL PENA III, PE (TS) - ENGINEERING
JAMES GRADY (AWTS-JV)

PROJECT MANAGER
LUIS BERRIOS (OHLC)

DEPUTY PROJECT MANAGER
IGNACIO GARCIA (OHLC)

INDEPENDENT ENGINEER
TBD POST AWARD

PUBLIC INFORMATION / COMMJUNICATIONS MANGEMENT
JUDY MEYER (PIA)

AGENCY COORDINATION
JAMES TOAL, AIA (GT)

FINANCE >>

FINANCE MANAGER
PABLO YBANEZ (OHLC)

- Project Finance
- Financial Advisors
- Traffic and Revenue
- Budgets
- Cash Flows
- Insurance and Taxes

FINANCIAL MODELING
NEIL MARVELL (DEP)

LENDER COORDINATION
BORJAN PANOVSKI (DEP)

FINANCIAL STRUCTURING
VICTORIA TAYLOR (DEP)

- Banks
- PABS
- TIFIA

TRAFFIC AND REVENUE SERVICES MANAGER
JOE SAVAGE, PE (TS)

- Revenue Forecast
- Traffic Operations
- Tolling Schemes
- Traffic Forecasting

TOLL REVENUE STUDIES
ZHEN DING, PhD, EIT (TS)

TRAFFIC MODELING
SIRISHA PILLSUARI (TS)

ENGINEERING DESIGN >>

DESIGN MANAGER
CRAIG MILLER (TS)

- Engineering
- ROW
- Quality Assurance
- Public Involvement
- Traffic Operations

URBAN PLANNING
JAMES TOAL (GT)

RIGHT-OF-WAY ACQUISITION
KIMBERLY HIEBERT (TS)

UTILITY COORDINATION
LESTER CISNEROS (TBE)

ROADWAY DESIGN
MARTIN ROSS (TS)

BRIDGE DESIGN
TERESA DELLES, PE (TS)

TOLL COLLECTION PLANNING
QUAZI MASOOD, PE (TS)

TRAFFIC CONTROL
ZHEN DING, PhD, EIT (TS)

EQUIPMENT / SYSTEMS PROCUREMENT
DUANE HARTMAN, PE (TV)

TOLLING SYSTEMS DESIGN
CHRIS HOPKINS (RTN)

PRELIMINARY QUANTITIES
CHAD GARDNER (TS)

INTERCHANGE LAYOUT
SHERRY BRANSON (TS)

AESTHETICS & LANDSCAPE
RANDY GIDEON, FAIA (GT)

ENVIRONMENTAL SERVICES MANAGER
JASON BUNTZ (HC)

- Permits and Licenses
- NEPA Compliance

CONSTRUCTION >>

CONSTRUCTION MANAGER
BILL HEATHCOTT (AWTS-JV)

- Constructability Reviews
- TxDOT & OSHA Health & Safety Compliance
- Contract Administration

CONSTRUCTABILITY REVIEW/ PHASING & SEQUENCING
BEN WITHERED (AWTS-JV)

CONSTRUCTION COST ESTIMATING
BRUCE BACON (AWTS-JV)

OPERATIONS & MAINTENANCE >>

OPERATIONS & MAINTENANCE MANAGER
JOSE ANTONIO MOSQUERA (OHLC)

- System Maintainability
- Tolling Systems Interface
- ITS
- Emergency Services Coordination

OPERATIONS

ASSISTANT ROADWAY OPERATIONS MANAGER
R.T. CARTER (VMS)

- Traffic Management
- ITS Systems Operations
- Incident Mangement
- Safety / Incident Analysis
- Field Response

MANAGED LANES TOLLING OPERATIONS
K.C. STEINBAUGH (RTN)

- Field Response
- Tolling Operations
- Performance Analysis
- Violation Processing
- NTTA Interface

MAINTENANCE

ASSISTANT MAINTENANCE MANAGER
BRUCE SAMPSON (VMS)

- Facilities Maintenance
- Roadway / ROW Maintenance
- Pavement Maintenance
- Bridge Maintenance & Inspection
- Toll Systems / ITS Maintenance
- Landscape / Aesthetics Maintenance
- Lighting / Signal Maintenance

SYSTEM MAINTENANCE
ARNOLD HILL (RTN)

- Toll Systems / Back Office
- ITS
- Maintenance Operations Management System

RENEWAL WORK
HOWARD KALLMAN (VMS)

LEGAL MANAGER
JAVIER GONZALEZ (OHLC)

- Legal Issues
- CDA Agreements

COMPONENTS OF THE COMPREHENSIVE ENVIRONMENTAL PROTECTION PROGRAM

Environmental Management System (EMS)
Following the principle of continual improvement, the EMS will focus on instituting a strong commitment to environmental compliance at the highest levels of the organization and then cultivating that attitude throughout all levels from design, to construction, to maintenance. Performance measurement and management review at regular intervals will be central to the EMS. The following describes the initial activities involved in developing the EMS in the context of the requirements of the Base Scope.

Policy. The major tenets of the policy will be the OHL Team's commitment to the prevention of pollution, the timely and effective response to violations and potential violations of environmental standards, comprehensive environmental awareness training for personnel interacting with environmental resources, and continual improvement of environmental performance. The policy will be circulated to all employees through the environmental training program, and made available to the public and stakeholders, whose involvement and support will be encouraged at appropriate times in the process.

Planning. EMS development planning inputs include an aspects and impacts analysis, and a legal requirements analysis. The aspects analysis is a matrix that identifies (1) the project operations and activities that interact with the environment, organized by key project disciplines and (2) each aspect's environmental impact, ranked by significance. The aspects analysis is useful in setting priorities for planning, training, and operational controls.

A legal requirements analysis will identify all permits, protocols, guidance documents, and other commitments that provide the compliance baseline for the project. This analysis requires identification of (1) statutes and regulations, (2) permits, protocols, Memoranda of Understanding (MOU), (3) proposal commitments, (4) Environmental Assessment (EA)/Finding of No Significant Impact (FONSI) commitments, and (5) mitigation requirements associated with the preceding.

Objectives, Targets and Programs. The EMS development will combines objectives and targets into functional programs to which staff roles and responsibilities, schedules, and resource commitments can be assigned. Programs will be developed in consultation with Contractor disciplines or functions to ensure feasibility, efficiency, awareness, and buy-in of program requirements. Compliance management programs may also require consultation with appropriate agency officials. EMS programs and the Contractor's quality management system will be linked to coordinate quality reviews and avoid duplication.

Implementation and Operations. Day to day implementation of EMS programs will focus on compliance review (Environmental Permit, Issues and Commitment (EPIC) sheets), construction monitoring and reporting, training, operational controls (standard operating processes and performance measurements), and other activities (environmental stewardship and community outreach) designed to minimize environmental risk and maintain compliance at all times. EMS functions are further described in the following.

Environmental Compliance and Mitigation Plan (ECMP), Continued
The ECMP will be a comprehensive document detailing fully the Project's environmental requirements, including mitigation, and OHL's strategies and procedures for ensuring compliance with those requirements in all phases of the work.

The ECMP describes the process for training design and construction personnel on the requirements and condi-

tions of the TPDES construction site General Permit for storm water discharges (the procedures for including off-right-of-way PSLs; and the procedures for handling non-compliance and escalation of SW3P issues emanating from field personnel disagreements).

The ECMP will address state-listed threatened and endangered species and unregulated habitat as they pertain to the Memorandum of Understanding (MOU) and Memorandum of Agreement (MOA) that TxDOT has with TPWD. As it stands, the project will not affect any state-listed species and no commitments have been made to mitigate for the minor impacts to unregulated habitat. The ECMP will document the process for communicating any future commitments regarding state-listed species and unregulated habitat to the appropriate design and construction personnel and the procedure for complying with any commitments.

Details of the noise mitigation are subject to further public involvement activities (Noise Barrier Workshops with adjacent property owners) and final design. The ECMP will document a process for handling any changes that may occur to the mitigation as proposed in the EA.

Compliance with cultural resource laws, the National Historic Preservation Act, and the Antiquities Code of Texas, are documented in the ECMP. Any Additional Properties, areas outside the Facility right of way on the schematics defined in the original NEPA approval, will require coordination with TxDOT and THC and may require field survey.

Environmental Protection Training Plan (EPTP), Continued

For the Base Scope, a focused approach proves effective and critical to the successful project implementation with respect to environmental compliance. Our experience shows that the majority of the construction work and interaction with environmental resources, lies with the crews, and it is the foremen who run the job. Given this reality, some advanced level training will be important to equip the foremen and supervisors with a higher knowledge of environmental issues to foster an attitude of environmental quality commitment, an attitude that they will then pass on to their crews. Design training staff is a critical component, since compliance with environmental requirements, particularly FONSI commitments and the Section 404/401 permit often begins at the schematic design stage and carries over into detailed design and construction.

The EPTP intent is to emphasize the content that has been found to be the most critical and applicable to the majority of employees; we would also target those disciplines (e.g., designers, demolition subcontractors, drainage subcontractors) whose work directly affects the environment with particular attention to how that work is managed. A tiered approach to the training program featuring the following elements is proposed.

Introductory Environmental Training. This basic one hour module would focus on the critical issues which we have learned are the aspects of highway construction with the greatest potential to significantly impact the environment: work in and around creeks and streams; maintenance and refueling of heavy equipment (potential for spills); clearing and grubbing in riparian woodland areas; concrete washout; erosion and sedimentation control; demolition and solid waste disposal, including disposal of vegetative debris; handling and storage of hazardous materials; and dewatering work areas after storm events.

Design Training. A program that describes the key mitigation requirements under the EA/FONSI, Section 404/401 permit, and other relevant governmental approvals is vital. For example, emphasis would be placed on TPDES General Permit, which assigns a high priority to maintaining erosion and sedimentation controls in proper working order. Material from outside sources, including photographs and examples of design details, could be included (with permission) to ensure that design engineers who will be responsible

for producing schematic and final design drawings for culverts, structures, drainage, and erosion and sedimentation controls will have these requirements and key concepts in mind from the outset of the design process. Other topics would focus on key points in the design process where compliance review or hold points are required, and on encouraging the design team to consult with the ECM, Water Quality Specialist, and others on the Environmental Team in interpreting compliance requirements. The program could be delivered via self-paced CD so that engineers would be able to work at their own pace with a short quiz at the end to assure comprehension. Training delivered in this manner can be effectively accomplished with minimal interference with daily work schedules.

Construction Foremen and Supervisor Training. More comprehensive in-office training is appropriate for these level staff considering they will have daily interaction with environmental resources and issues during the course of their work and are in a position to provide positive leadership to their field crews. Subjects covered in these sessions would be similar to those covered in the introductory sessions, but more detailed information would be provided, and presentation of the material would allow for a more thorough understanding by the participants.

Supplemental Field Training. In addition to the mandatory introductory environmental training for all employees, short, simple toolbox training sessions can be given at field locations under these general circumstances, among others:

- prior to beginning new critical tasks, such as right of way clearing of riparian woodland areas, drilling bent shafts near waterways, or working in or around wetlands;
- following non-conformance incidents to reinforce the work plan procedures and environmental commitments;
- Following performance assessments or training verification reviews indicating gaps in environmental awareness; or
- Following development of a new work plan or change in environmental regulation or project requirements.

Training materials will be designed to be user-friendly, durable, and effective and provide for easy updating as the project and schedule progresses. Several possible enhancements to the training program, including a training verification process to assess the effectiveness of the training, and an awards program to incentivize proactive environmental performance, are recommended for consideration.

The environmental training program will be integrated with the safety program, as each employee would be required to receive both safety and introductory environmental training before engaging in construction work activities in the field. Depending on the rate of staffing for the Contractor, the introductory sessions will likely be held daily. Advanced sessions would likely be offered twice weekly during the initial mobilization phase and would be held on an as needed basis throughout the duration of the project.

Hazardous Materials Management Plan (HMMP), Continued

The HMMP will include procedures for identifying, documenting and mitigating potentially contaminated sites, whether known or unanticipated, and will address in particular the methodology for preparing Investigative Work Plans (IWP) and Site Investigation Reports (SIR) in the event contaminated areas are encountered during the course of the work. A portion of the HMMP will be dedicated to training and would provide the basis for a module designed to educate personnel in the safe handling of hazardous materials and proper response to spills or incidents involving contamination.

Communication Plan

The Communication Plan will eventually take on many forms and serve as a guide in the field as well as in the management office(s). A reporting contact tree

would be prepared based on the roles and responsibilities outlined in the Plan and could be reproduced as a large poster to hang on the wall as well as a wallet card for timely referral in the field. The reporting contact tree will ensure compliance with not only the notification requirements set forth in the CDA, but also with those statutory notification requirements for incidents such as hazardous materials spills or releases, or the discovery of any threatened or endangered species within the right of way.

Construction Monitoring Plan (CMP), Continued

The primary goals of the CMP will be to

- Facilitate the project construction schedule and achieve the environmental compliance objectives without unnecessary delays to the project,
- Ensure effective follow-up of reported conditions by pursuing prescribed procedures to implement corrective action, address potential violations, or determine that such responses have been made by the responsible parties,
- Establish and implement an effective communication, reporting and documentation system, including procedures for regular communication with design and construction personnel, and
- Ensure that any violations of applicable laws, regulations, or policies are immediately reported pursuant to the procedures outlined in the Communication Plan.

The CMP will include procedures, including defining the roles and responsibilities for environmental and construction personnel, for timely reporting of environmental issues, distribution of environmental reports to the appropriate parties, records retention, as well as corrective action and adaptive management ("learning by doing" and studying results to ensure continual improvement).

Recycling Plan

Some examples of recycled materials that could be utilized include fly ash in place of Portland cement, scrap tires for use in asphalt, and spent foundry sand for use in structural fills, embankments or pavement base. Use of these or any other industrial by-products would be coordinated with TxDOT.

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INTRODUCTION

North Tarrant Express (NTE) is a proposed managed lanes facility. The managed lanes will add vehicular capacity, and will be deployed in the center median between the opposing general-purpose lanes. The system will consist of toll segments, each with a variable or dynamic toll rates. Initially the toll rates will be set statically, however the objective of the managed lanes is to adjust rates in proportion to the usage of the lanes with the average fare increasing as the usage and/or demand increases – thus the term "managed lanes".

Here, the OHL Team presents a tolling configuration and shows the equity of tolling planned for the managed lanes in Road Segment 1[1]. Equity in this context refers to the balance between a consistent and fair toll rate, and the desire to improve traffic flow. This plan is not impacted during the phased introduction from the mandatory scope through to the ultimate scope of Segment 1.

DESCRIPTION OF TOLL OPERATIONS

The initial Managed Lanes segment is a portion of IH 820, from IH 35W to SH 26, having a total length of approximately 5 miles. On this facility, there are four toll sites - two of which are mainline installations. Additionally, there are declaration areas where HOV-eligible patrons, who wish to receive a toll discount by declaring that they meet the HOV requirements at the time of the trip, may use declaration sites. Police enforcement may be stationed at the declaration sites. Police enforcement will validate the occupancy requirements and may issue traffic tickets to those patrons who declare HOV, but fail to meet the occupancy requirements.

A central facility is planned on the eastbound frontage road near IH 35W that will house the central processing equipment and toll operations staff who are responsible for the care and processing of the toll system. All data collected from the Managed Lanes toll sites will be sent here, processed if required by image reviewers, and then prepared and forwarded to the NTTA for billing to the respective customers.

[1] To be clear, we include "road" in the identification of Segment 1, as the simple term "segment" is used multiple times and is therefore ambiguous. A "Toll Segment" is a portion of the "Road Segment" for which there is a distinct toll rate.

Toll rates will be set in the system by the operator in accordance with a toll scheme. Initially the toll rates will be set statically, but will become dynamic and will vary in accordance with the volume of traffic and other conditions of the Managed Lanes segments.

The operations center is also home to all ITS monitoring and dispatch functions. Here we will deploy a traffic monitoring center that will track the usage of the facility including video displays of real-time traffic. Incidents identified will cause alerts to emergency services as needed and will be tightly integrated with Ft. Worth. Additionally, all field components of the Toll System and associated rate signs are monitored by a fully integrated Maintenance and Monitoring System (MOMs). This system continually monitors the health and availability of every component and can report a failure of critical components within minutes to the necessary service and repair staff.

Our operations center also houses the management team, ultimately responsible for the day-to-day activities as well as financial and programmatic issues associated with the successful partnership with TXDOT.

On the roadway, the system includes toll sites and ITS components working in concert to direct traffic, provide toll rate information, monitor traffic in the Managed Lanes and General Purpose Lanes, and detect, classify and obtain occupancy declaration in the Managed Lanes.

A Toll site includes cameras, dedicated short-range communication (DSRC) radios/readers and traffic classifiers and detectors. This equipment is mounted on a pair of gantries separated by approximately 35 feet. The gantries span the width of the managed lanes in one direction and are TXDOT standard overhead sign bridges.

A safe walkway with equipment access doors is built and attached to the gantries. This material provides the mounting and alignment of all the equipment and facilitates over-traffic maintenance, meaning that the lanes do not need to be shut down or reduced when maintenance or part replacement is required.

An equipment cabinet is located nearby the site at the outer edge of the general-purpose lanes. This cabinet houses the computer systems and electronics that interface to the gantry mounted equipment. Adjacent to this equipment cabinet is a generator and power system. This system provides uninterruptible power for up to 48 hours using an integrated standby diesel generator.

The layout of the equipment on the gantry is aligned over the lanes of traffic, and the configuration parameters in the roadside controller are used to specify the edge of the lanes and allow the system to accurately differentiate between lanes.[2] Using this we are able to unambiguously differentiate between the managed lanes and a lane that we advertise as the HOV declaration lane.

Vehicles that transit the site in the declaration lane will be recorded as HOV users. Vehicles that transit in the other lanes will be recorded as a managed lane users.

From the drivers' perspective, they will see a variable rate sign at all entrances to the managed lanes system and at all decision points where the driver will decide to continue, or exit.[3] The signing will provide the price details for the immediate segment of the manage lanes system. In this way, the information presented is simple, and will not overwhelm the driver - as would be the case if prices for all combinations were presented. This further simplifies the tolling and pricing as the Managed Lanes facility expands. The driver will then make a decision to enter or continue using the facility. We expect that the strategic location of these rate signs at entrances to, and prior to exits will provide us with the best tools for managing traffic flow and fully utilizing the Managed Lanes facility.

As users come upon a toll site, they will see a sign that may direct HOV users to the left lane.[4] The driver will see the same signing again at the actual toll site. Other than this simple interaction, most drivers will continue to drive and will not find the system encumbering or a distraction that might otherwise impede traffic throughput. There are no barriers or lane divisions other than the reserved HOV declaration lane.

HOV users that are directed to the left most lane, will be making a declaration of their HOV eligibility when they pass the toll site. Presently there are emerging technologies that could check the validity of the HOV declaration by automatically counting vehicle occupants; however none of this technology is sufficiently accurate to be relied on as a foolproof occupant verification technique.[5]

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[2] This technology approach greatly simplifies the expansion of the Managed Lanes, or any other re-configuration during the term of the concession. By not using in-road sensors, any re-alignment of the lanes (during construction, emergency event, or expansion) is handled parametrically and without physical constraints.

[3] Our team has adopted an approach to variable rate tolling with managed lanes wherein the rate displayed is the rate for continuing on the managed lanes segment. In this way, rates can be set that influence decisions at these key junctions.

[4] Declaration for HOV users is only required during certain times of the day. Using variable message displays, the operator has the flexibility to alter the times where HOV users can receive a discount. This may be necessary during times of high usage and when the traffic throughput deteriorates below required speeds.

[5] There exist methods and prototype systems that claim to count vehicle occupants. None can achieve a sufficiently high accuracy over a significantly varied population of vehicles so as to be utilized as an automatic occupancy declaration. As is the case, these technologies 1

As such, we have included an area approximately 700 feet downstream where a police enforcement officer* can safely park a patrol car, can visually check HOV compliance and from where they can safely stop a vehicle and interact with the driver. In many cases, the simple presence of an officer and patrol car will be sufficient to dissuade potential HOV violators and increase toll compliance.

The operation of the technology is consistent for all users of the system and does not depend on where vehicles are in the lanes of traffic (save the declaration area). The technology deployed is not lane-based and extends to cover the entire width of the drivable surface, including shoulders. In industry, this is the true definition of Open Road Tolling as vehicles do not need to alter their driving to accommodate the toll system

LIMITS OF THE TOLL SEGMENTS

Road Segment 1 includes the Managed Lanes from the intersection of SH 820 and IH 35W to SH 26, having a total length of approximately five miles. There are essentially two toll segments in each direction with an implied division near US 377.

A trip from the one terminus to the other will pass through two toll sites and the combined toll collected will be equivalent to the total length of the facility multiplied by the toll rate per mile. Shorter trips may pass through one toll site; however in our configuration it is not possible to avoid at least one toll point.

LOCATIONS OF THE GANTRIES

The locations of the gantries are shown in **Figure 1**. and in Appendix: Toll Gantry Locations. In addition, all toll rate signs are shown. It is important to appreciate the placement of the toll sites and the toll rate signs, which we have taken great care to optimize. The placement of the toll sites was chosen to maximize the space in the Managed Lanes so that declaration could be performed in the Managed Lanes and not outside of the right-of-way as envisioned in the initial plans. Our toll sites consist of a fully integrated declaration area and are designed consistently such that a user of the facility does not have to consider complex maneuvers and off-site areas. The previous section provided a description of the toll site from the drivers' perspective.

Police enforcement officer could be deployed to aid in enforcement wherein the sensors check a particular lane and alert an officer when they detect a low occupancy vehicle. At the end of the process, a human will be the final arbitrator and will make the enforcement action, thus the best that technology can do is help the enforcement officer's vision.

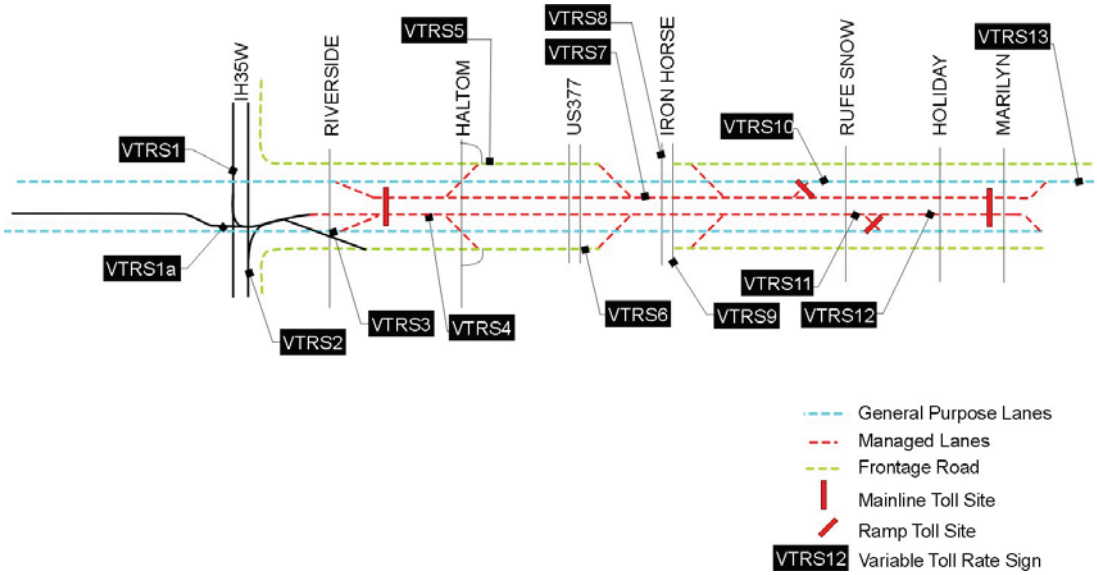


Figure 1 – Tolling Facility Map

Table 1 below provides a list of all possible trips in Segment 1. There are 14 possible trips, each having the opportunity to declare HOV usage and each being tolled.

POSSIBLE TRIPS			
Origin	**Destination**	**Direction**	**Distance (miles)**
IH 35 W	Haltom	eb	1.610
IH 35 W	Holiday	eb	4.261
IH 35 W	SH 26	eb	5.114
US 377	Holiday	eb	1.610
US 377	SH 26	eb	2.462
Iron Horse	Holiday	eb	0.947
Iron Horse	SH 26	eb	1.799
SH 26	Iron Horse	wb	1.799
SH 26	IH 35 W	wb	5.114
SH 26	US 377	wb	2.462
Rufe Snow	Iron Horse	wb	0.568
Rufe Snow	US 377	wb	1.231
Rufe Snow	IH 35 W	wb	3.883
Haltom	IH 35 W	wb	1.610

Table 1– Possible Trips

LOCATION OF TOLL SIGNS AND ADVANCE TOLL INFORMATION SIGNS

Please refer to the attached drawings showing all signing in plan view (ITS Layout)

DECLARATION ZONES

In the preliminary plans and schematics received in the RFP, declaration lanes were envisioned outside of the right of way, and, in particular, would not be able to provide convenient HOV declaration for 100% of the traffic. In fact, many of the long trips would not provide any declaration opportunity. Our approach is to simplify the declaration area, reduce the infrastructure footprint, and facilitate movement and re-alignments in the case where a site must be widened as the facilities and Managed Lanes grow outward in the later years of the concession.

At a toll site, a driver wishing to declare their HOV occupancy will be required to make a movement to the left-most lane. Overhead signs in the left-most lane will direct HOV users into this lane at certain times when a discount is offered. The signs are a hybrid of static and variable components, and can indicate a HOV declaration and required movement when appropriate. In this way, the operator of the facility can direct HOV declaration and consequential discounts, both in accordance with a schedule, and as necessary to modulate the traffic and Managed Lanes usage.

Figure 2 shows the proposed layout of the toll site including declaration, observation and enforcement. This particular illustration resembles what we will implement at the 4 mainline toll sites shown in Figure 1. The plan view is greatly exaggerated in width so that the lane alignment can be seen better. All movements are the standard 50:1 taper, although the illustration might not appear this way. At the ramp locations near Rufe Snow we have modified the transitions between the Managed Lanes and the General Purpose Lanes such that a smaller, yet operationally identical, site can be accommodated.

The toll equipment at a toll site and in the HOV declaration lane will record the vehicle's transaction, and associate that transaction with a HOV toll rate. This rate will be less than a non-HOV declared trip during certain times of the day. As a declared HOV transaction is a less expensive toll, there will be a temptation for drivers to cheat the system by falsely declaring their HOV status. For this reason, the system requires enforcement.

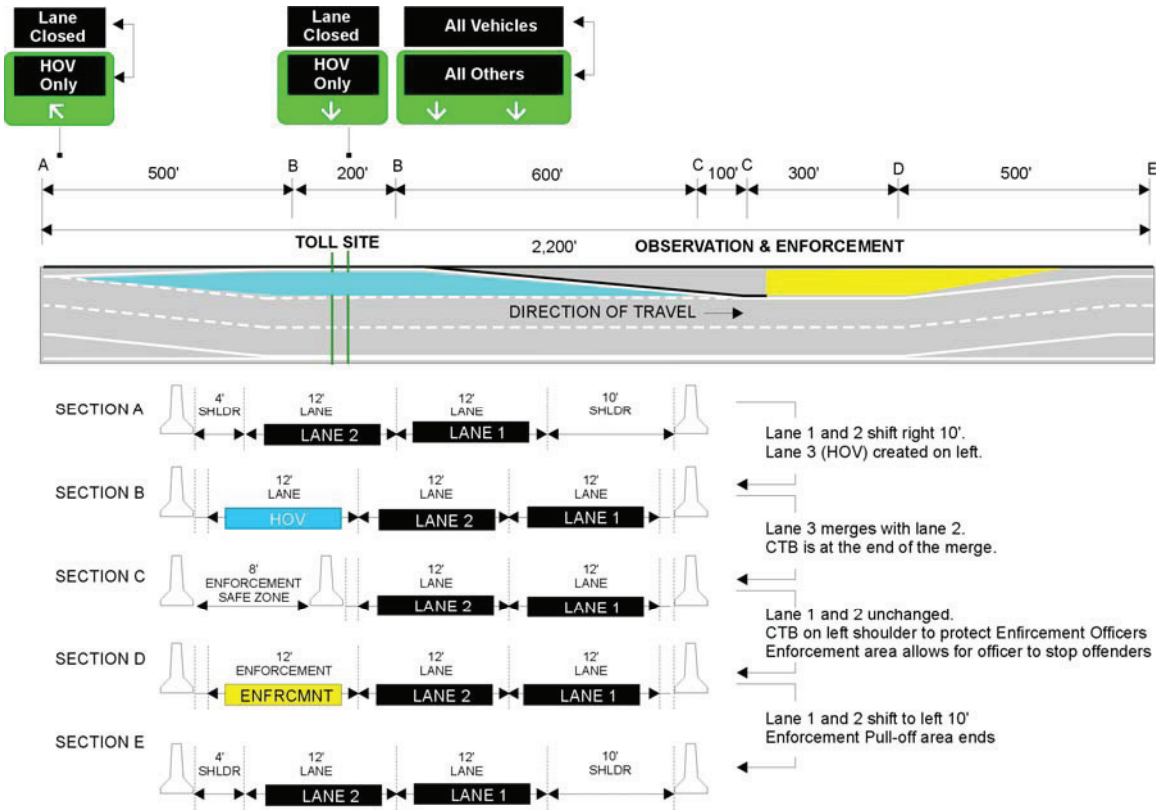


Figure 2 – Declaration Alignments

LOCATION OF ENFORCEMENT ZONES

The OHL Team's solution for enforcement is to provide a safe area near the toll sites, protected by concrete traffic barrier, from where an enforcement officer can safely park a cruiser and can watch the traffic as it uses the HOV lane. From the perspective of the officer, they will be able to turn towards oncoming traffic (protected by concrete) and monitor those cars that use the HOV lane. They will be able to make an indication to the driver and can direct them to stop or follow the offender (The actions of the enforcement officer are outside of our control; however we have attempted to design a solution that will facilitate their expected needs). We fully expect that the simple presence of an officer at this location will influence the traffic and reduce violations, thus reducing the need to stop traffic and apprehend a driver at the expense of the overall throughput.

Figure 2 shows the layout of the toll zones that include declaration and enforcement areas. We have positioned these sites so that they are easy to use and will ensure that all traffic has at least one opportunity to make a declaration in the trip. We have positioned the enforcement immediately downstream of the declaration sites and have included sufficient area for an officer to safely observe the traffic and the declarations, while positioned to react and potentially apprehend the offenders.

REQUIRED ENFORCEMENT EQUIPMENT

Our initial deployment will include a handheld wireless device that can be used by the officers to request toll transaction information from the sites. This may be used by the officer to provide on site evidence of an improper declaration. Our philosophy is to keep this simple and ensure that the enforcement officers can safely observe traffic and pull over offenders when they see a non-HOV user using the declaration lanes.

There are several benefits of this approach. First, drivers have become accustomed to road signing for HOV use (including the diamond lanes label) and typically move toward the center of the highway to enter the diamond lanes. We feel that the movement to the left for declaration will be natural and quickly adopted. Secondly, the officers that today enforce diamond lanes are accustomed to assessing vehicle occupants and apprehending offenses in the diamond lanes. We feel that their prior training will be consistent with the expected actions required in our solution and that this similarity of behavior will help the acceptance by, and performance of, the enforcement officers.

Over the period of the concession, we plan to stay current with technology, and will strive to add technology only when it improves the level of service for the users of the facility. As vehicles become smarter, and with the advent of Vehicle Infrastructure Integration (VII) and the many safety related applications it could bring, vehicles will eventually know the number of occupants and will be able to convey this in electronic form to a toll location, allowing for automatic declaration by virtue of direct vehicle - infrastructure communications.

Other simple applications include the introduction of replacement or secondary tags. These devices would include a user interface that could allow the driver to indicate their declaration electronically. With these types of devices it is also possible to change the enforcement, whereby a roving enforcement officer can visually check the occupancy of a vehicle while at the same time communicating to the tag to obtain the last declaration date, time and site location.

As stated earlier in a footnote, there are technologies that claim to count occupants; however none is foolproof and accurate enough to be the sole enforcer of occupancy. Adding these types of devices simply aids the enforcement officers' vision and helps them identify potential violators faster.

METHODS OF MONITORING THE PERFORMANCE OF THE MANAGED LANES

Through the deployment of microwave sensors throughout the facility, OHL Team will measure the speed of traffic in each managed lane of the toll segment at points no greater than half-mile spacing. From this, our traffic control and monitoring system will calculate the average vehicle speed for each 60 second period per direction for each toll segment. In addition to this, the average of those average speeds will be calculated for every consecutive 15 minute period for each toll segment, per direction, beginning at the top of the hour.

With the overarching objective of ensuring that the managed lanes traffic continues to flow above 50 mph, we have located the sensors within the required spacing of no greater than every half mile so that we record traffic volume for each managed lane of the toll segments at calculate the average traffic volume for each 60-second period per direction for each toll segment.

This data is graphically presented to the operators of our integrated traffic monitoring and control center, from where those operators can watch traffic using our installed and relocated CCTV cameras. At this center we will detect incidents and execute response actions in accordance with an efficient incidence response plan for issues on the facility. Furthermore, traffic reports and additional information regarding performance monitoring will be delivered to the Independent Engineer and TXDOT according to the requirements of Section G of Exhibit 4 of the CDA. All data captured in the control center will be recorded for further use by the toll system dynamic rating engine, and further, available to other TXDOT traffic monitoring and control centers using TXDOT's Center to Center specification. Through this link, other centers will be able to see video, and obtain traffic statistics and incident reports. Likewise, the OHL managed lanes system will be able to obtain traffic statistics from other facilities that potentially impact the flow of traffic into the OHL managed lanes facility.

Our Managed Lanes tolling and ITS solution includes a fully integrated Maintenance and Management System (MOMS) that actively queries the health of every piece of technology deployed. In addition, the system collects statistics and trends and can generate alerts when a negative trend is detected.

The MOMS is an integrated system of commercial products that collects health and statistics from the facility. Alarms that are raised automatically are converted into work orders and are automatically dispatched to a repair person. Tickets contain a description of the item and the detected problem. The tickets are dispatched via email and/or pager. Our control desk at the operations center will see the tickets and will be able to ensure that a ticket is acknowledged, auctioned and closed. The system has the ability to prioritize tickets and work orders and associate service levels with the different priorities. For instance, a light failing during the day is less important that a light failing at night and the repair criteria is defined in a reasonable way so as to reflect the associated real-world situation.

Figure 3 is from the Raytheon monitoring system deployed for TXDOT and that monitors the complete network of ORT toll systems installed in the state. This system is the basis for the MOMS deployed at the OHL Operations Canter.

Repair procedures for all field components are kept simple. All components mounted on the toll site gantries use just one tool for removal and do not ever require field alignment. Replacing a camera or antenna can be accomplished in minutes and over live traffic, ensuring that traffic is not affected by the maintenance activity, while minimizing the lost tolls.

All removed equipment is returned to a local repair facility in Dallas where it is analyzed and repaired or replaced. In either case, the unit then returns to the operations center as a spare.

All parts are recorded in an integrated inventory system and tracked throughout their life. With this we can find trends in the behavior of a particular location or in a particular type of device. We have found this to be very valuable data when operating a system for many years and as technology evolves or changes.

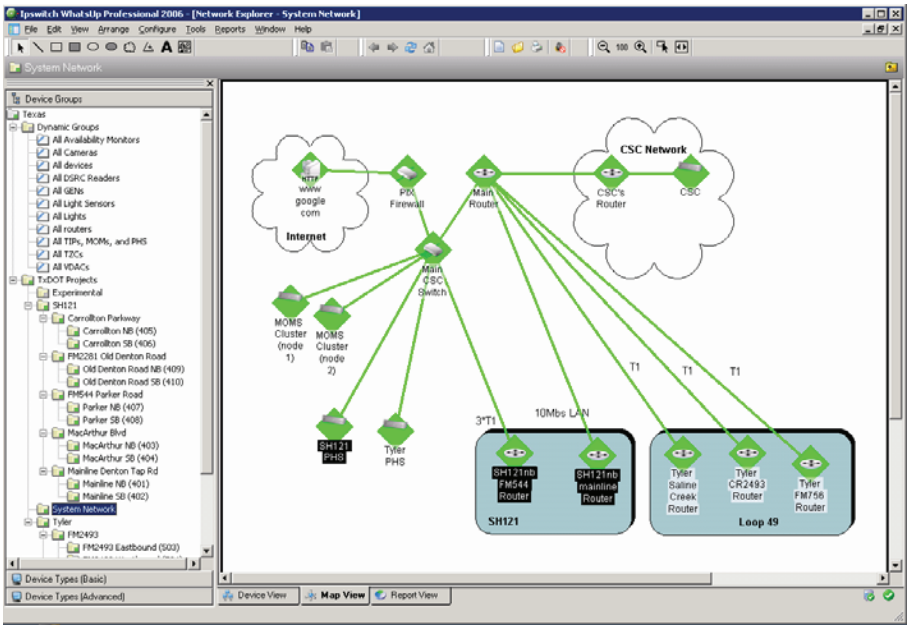


Figure 3 – MOMS System Monitor Deployed for TXDOT

Management have access to reports and the raw data to perform further analysis. These tools ensure that the system performance is maintained correctly and efficiently. **Figure 4** shows a typical daily report of trouble tickets, showing serial numbers and action times.

Daily Trouble Reports

Raytheon
Highway Transportation Management Systems

Run date: 1/29/2008
10:00:02AM

This report includes all tickets opened in the past week. All highlighted fields are out of range

2750 **The Utilty Power at Mainline Southbound has been lost.**

Opened:	23-Jan-2008 16:20:30			System:	SH121	Type:	Emergency
Responded:	23-Jan-2008 16:20:10	Response (min):	0	Device:	SH121-401-TIP	Sub type:	TIP
Repaired:	23-Jan-2008 16:22:10	Repair (min):	2	IP Address:	172.21.21.23	Category:	Software
				Location:	SH121-401 (ML NB)		

Devices and Serial Numbers

Transaction Image Processor	Part:	TR-OC100	Serial #:	01000261

2751 **Camera SH121-409-RCAM-1 is down**

Opened:	24-Jan-2008 07:37:52			System:	SH121	Type:	Emergency
Responded:	24-Jan-2008 07:37:26	Response (min):	0	Device:	SH121-409-RCAM-1	Sub type:	Duplicate
Repaired:	24-Jan-2008 08:00:26	Repair (min):	23	IP Address:	172.21.25.201	Category:	
				Location:	SH121-409 (FM2281 NB)		

Devices and Serial Numbers

High Res Camera	Part:	TSC2030EN	Serial #:	CAM101
Strobe Light	Part:	198881-01	Serial #:	SL016

2752 **Camera 172.21.25.201 is not responding**

Opened:	24-Jan-2008 07:38:13			System:	SH121	Type:	Emergency
Responded:	24-Jan-2008 07:38:28	Response (min):	0	Device:	SH121-409-RCAM-1	Sub type:	Power
Repaired:	24-Jan-2008 08:00:28	Repair (min):	22	IP Address:	172.21.25.201	Category:	12 VOLTS
				Location:	SH121-409 (FM2281 NB)		

Devices and Serial Numbers

High Res Camera	Part:	TSC2030EN	Serial #:	CAM101
Strobe Light	Part:	198881-01	Serial #:	SL016

Figure 4 – Trouble Tickets

TOLL RATE CHANGES

Initially the toll system will use a static toll price scheme. We have examined the corridor and proposed location of toll sites and selected those where we feel the system will provide a balanced toll schedule. Our examination included a review of all entry and exit combinations and the total length (or value) of the journey. From this, we determined that the two main-line sites (shown in figure 1) could charge for approximately half of the total distance of the facility each. Therefore, a vehicle that travels the entire length of the segment will pay a toll based on the total segment length multiplied by the toll rate per mile. If the vehicle exits sooner than the end of the segment, they will pay approximately half of the segment distance.

The ramp sites on either side of Rufe Snow collect a toll for those vehicles that either exit early of enter late (with respect to the east-most mainline toll site). In our initial modeling and for the sake of providing an example, a vehicle that enters the system at the west terminus and that exits immediately after Rufe Snow might pay for half of the segment length at the western mainline, and then an additional amount at the ramp exit. Charging an extra amount at this location ensures that vehicles pay a total that is less than the full journey, and that is approximately the same toll per mile as the full journey. Likewise, in the westbound direction, vehicles that enter just west of Rufe Snow could be charged at the ramp and an additional amount at the west-most mainline site.

To model this, we used a value of 0.50 for each mainline site and 0.375 for each ramp. These are unit-less amounts and represent 50% and 37.5% of the value of a full length trip from east to west.

A product of this pricing model is that short trips will pay a higher toll per mile than longer trips. Figure 1 shows that a trip from Rufe Snow could exit at Iron Horse (approximately ½ miles after the entrance). In our model, this trip would, nevertheless, be charged for 37.5% of the segment length which represents about three times the real toll per mile given the short ½ mile driven. While this may appear unfair, it is justified as some premium should be applied to dissuade these short trips that create additional weaving traffic, and that will impact the segment traffic throughput. In many respects, charging this higher rate for the short and undesirable trip is the very intent of a managed lanes system and we plan to examine the behavior of traffic and set the rates based on traffic and the required level of control.

When the system moves from a static (per mile) to a dynamic per mile (per segment), the location of the toll signs becomes ever more important. As we have described prior, our philosophy is to provide a toll rate sign at all decision points on the Managed Lanes. This includes just prior to exits and at all entrances. This deployment has important advantages in that we can now set dynamic toll rates based on the traffic flow in the segment leading up to a toll site and affect drivers at locations where they may react in accordance with the pricing. Locating these toll rate signs near exits will present the challenge “Continue and pay x, or exit”. In theory, as the price is increased, more drivers will take the exit. This thereby allows us to very carefully modulate the traffic pricing and, in so doing, affect the throughput in the Managed Lanes segment by segment.

To aid in understanding how the pricing will work, we have prepared a few examples while the system is static. Later we will describe the dynamic version. **Figure 5** is shown to help visualize the “drive”.

In the first example we will assume we are entering at the western terminus and see one of the three toll rate signs from IH 35 W north south or IH 820. This signs will post a toll rate and advertise this as the fare to US 377. We (the driver) will assess this rate and decide to enter the Manage Lanes. Just prior to Haltom Rd, we again see a rate sign, and are told the rate to Holiday. We then decide if this is a reasonable rate, contemplate exiting at Haltom, but decide to continue on the Managed Lanes.

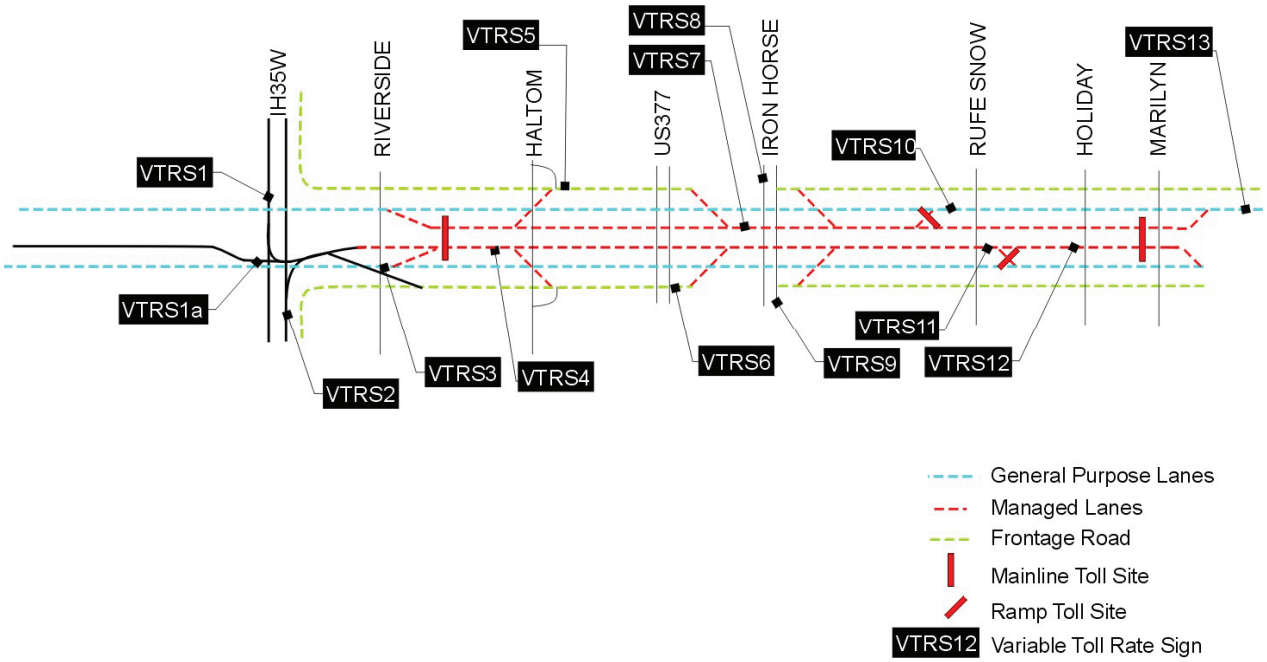


Figure 5 – Toll Plan

Just past US 377, another driver will see a rate sign that advertises the fare to Holiday on the frontage road, and may enter the facility. As we continue down the facility, we come across another rate sign before Holiday that advertises the rate to SH 26. If we accept this rate, we continue, otherwise we exit. Similarly, other drivers that enter at Riverside and Iron Horse will be presented with the pricing to Holiday (the nearest exit).

In the first example we will assume we are entering at the western terminus and see one of the three toll rate signs from IH 35 W north south or IH 820. This signs will post a toll rate and advertise this as the fare to US 377. We (the driver) will assess this rate and decide to enter the Manage Lanes. Just prior to Haltom Rd, we again see a rate sign, and are told the rate to Holiday. We then decide if this is a reasonable rate, contemplate exiting at Haltom, but decide to continue on the Managed Lanes. Just past US 377, another driver will see a rate sign that advertises the fare to Holiday on the frontage road, and may enter the facility. As we continue down the facility, we come across another rate sign before Holiday that advertises the rate to SH 26. If we accept this rate, we continue, otherwise we exit. Similarly, other drivers that enter at Riverside and Iron Horse will be presented with the pricing to Holiday (the nearest exit).

From our (the driver's) perspective we have made three decisions and paid three amounts. At each of the three decision points we could have determined that the toll to continue was too high and exited. In essence there are three toll segments in the eastbound direction.

In our second example (heading west) we could enter on IH 820 before Marylin, or just past Rufe Snow. Both these signs would advertise a rate to US 377; however the rate at the east-most end will be higher – given that the distance to US 377 is further. Just before US 377 a toll rate will be displayed to continue to IH 35W. We have the opportunity to exit if the rate is too much, or continue if we accept the value for money. Again, we are making the decisions at the point where the system has the opportunity to affect that decision by varying the toll rate. In the west direction, there are essentially two toll segments.

When the system becomes dynamic, traffic sensors mounted to monitor the traffic volumes in the Managed Lanes and in the General Purpose lanes will be used to create a supply and demand value at key locations. Additionally, the toll sites will provide real-time and highly accurate travel times and vehicle speeds for the trips that pass two or more toll points. With this data, our system will produce a traffic density value and a demand value throughout the facility. The traffic density is then compared to a limit of traffic density that achieves the desired traffic speed and throughput, and steps the pricing upward or downward to achieve a change in actual density if required. This is a feedback circuit with a very slow response, and so with any change to pricing, we need to approximate the reaction of the traffic and make sure that the point where increases (or decreases) are made is done such that the resulting prices do not fluctuate wildly and do change the actual traffic in a meaningful way.

In traffic analysis, this area of the price modeling is affected by elasticity and is a function of human response to pricing and change. In essence, we need to model the reaction of drivers to a price increase and determine a probability that vehicles will exit for each price increment.

So far we have discussed supply pricing – the pricing as a function of the availability (or congestion^{-1}). Demand is another parameter that must be considered and is based on the load and congestion in the General Purpose Lanes. An example could be where the IH 820 General Purpose lanes clog from SH 183 to Haltom in the evening rush hour. This congestion will cause many drivers to consider using the managed lanes. Although they may still be in the General Purpose lanes, it is important for the Managed Lanes to consider this as a "Demand" and to account for the potential influx of traffic, prior to it actually entering the Managed Lanes, causing a traffic throughput breakdown. By analyzing this demand, and determining how the congestion in the General Purpose lanes influences a driver's decision to enter the Managed Lanes, we can create additional pricing steps that will modulate the demand such that maximum throughput is maintained.

The toll rate setting will be ruled by the toll regulation established in the RFP (Exhibit 4 of the CDA), in both *schedule* and *dynamic* modes. During the initial 180 days after the Service Commencement Date (the *schedule mode*) , the toll rate will not exceed the Base Toll Rate Cap per mile traveled established in the CDA, regardless of traffic conditions, except with TXDOT's prior written approval.

After this initial period (the *dynamic mode)*, the Base Toll Rate will not change more frequently than once every five minutes. The Base Toll Rates may exceed the Base Toll Rate Cap only if the provisions of traffic flows and conditions set forth in Section F, Exhibit 4 of the CDA are triggered. Other than this requirement, the toll rates will be adjusted in order to optimize the traffic flow of the managed lanes and the usage of the facility, always maintaining an average speed as established in Section G, Exhibit 4 of the CDA.

It is important to highlight that the toll rates for this project will be dynamically established based on the volume and speeds of traffic flow in the Managed Lanes and the volumes and speeds in the General Purpose Lanes. The objective will be to maximize revenues while maintaining a flow rate of as requested in the CDA (at least 50 miles per hour in the managed lanes). Inferior dynamic tolling methods create two problems in a Managed Lane facility:

a) First, a tolling algorithm that is under-sensitive cannot efficiently the buildup and taper down of congestion in the general purpose lanes, leading to severely delayed toll response to changing conditions, and imbalances in managed lanes volumes and general purpose lanes congestion.

b) Second, a tolling algorithm that changes tolls too rapidly results in flow fluctuations on both Managed and General Purpose lanes that create unsafe conditions as drivers change their minds at the last minute and move into or out the toll lane entrance.

Both problems create uncertainties in the minds of drivers, nullifying one of the main benefits of Managed Lane – reliability.

The OHL Team will employ a **sophisticated toll algorithm** and speed/flow rate sensors that measure conditions in both Managed and General Purpose lanes, and uses a smoothing function to avoid too rapid or too delayed toll changes. The algorithm will take into account at least three variables, as shown in **Figure 6**:

- Percentage of increase-decrease of the toll rate (X%)
- Percentage of increase-decrease of toll revenues (Y%)
- Percentage of increase-decrease of Traffic volume (Z%), that is related to Density and average Speed (Highway Capacity Manual)

This algorithm will have to be put in place for each period of the day (peak and non-peak hours, weekday and weekends) and will take into account the traffic in the General Purpose lanes as well.

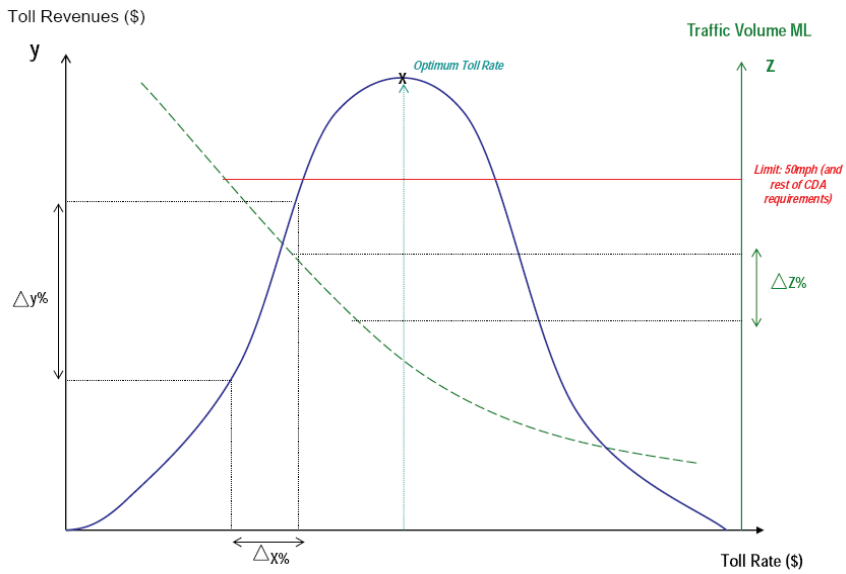


Figure 6 – Toll Algorithm (theoretical)

A second-order control scheme is proposed to optimize Managed Lane operations and maximize revenues in order to encourage the usage of the facility if underused.

Based on continuous traffic speed monitoring, the optimum flow rate for the managed lane will be computed using feedback control theory. The optimal toll rate will be then be computed to achieve this flow rate. All of this data will be heuristically evolved as the system collects and compiles actual operating data on the managed lanes. The tolling system will "learn by doing" and its effectiveness will increase over time.

In addition to setting tolls, the traffic speed/flow monitoring system will compute time savings by the managed lanes and display the potential savings and toll to drivers via dynamic message signs. Drivers will be offered several alerts prior to the ML entrances to allow them to make informed choices about the toll price and time savings benefits.

TOLL EQUITY

An important objective of any trip tolling plan is to provide a toll that patrons perceive is balanced and "equitable". To achieve this, the toll should be proportional to the distance traveled (or service received). In the ideal solution, tolling would be determined by collection of transaction data at the entrance to and exit from the facility, thus by knowing the exact trip distance. This must be balanced against the cost of the system, which is necessarily higher due to the extra equipment needed.

The analysis of our managed lanes segment model shows that it is possible to achieve a reasonably balanced toll plan with facilities located as depicted in figure 1, if the mainlines sites charge a toll that is higher than the ramp toll and 50% of the cost of a complete journey. **Table 2** shows the trip distances for each possible trip. Table 2 below includes those same distances, and applies a unit toll rate of 1.00 for the entire length of the facility such that the mainline sites charge .50 and the ramps charge .375. In this way, the toll is determined by multiplying the normalized toll by the length of the segment and the proposed price per mile.

Upon examination, one can see that the full length trip (from IH 35 W to SH 26 for example) produces a total of one. Thus the toll charged for this would be 5.1 miles times 1.00 times the toll per mile proposed in the economic model for the project. Also significant to note is the fact that there are no trips that pay more than 1 times the length of the facility.

TOLL SITES											
Origin	Destination	Direction	Distance (miles)	Western mainline toll site (EB)	Eastern mainline toll site (EB)	Exit past Rufe Snow	Eastern mainline toll site (WB)	Enter past Rufe Snow	Western mainline toll site (WB)	Total	Rate/ Mile
IH 35 W	Haltom	east	1.610	X						.50	.31
IH 35 W	Holiday	east	4.261	X		x				.88	.21
IH 35 W	SH 26	east	5.114	X	x					1.00	.20
US 377	Holiday	east	1.610			x				.38	.23
US 377	SH 26	east	2.462		x					.50	.20
Iron Horse	Holiday	east	.947			x				.38	.40
Iron Horse	SH 26	east	1.799		x					.50	.28
SH 26	Iron Horse	west	1.799				x			.50	.28
SH 26	IH 35 W	west	5.114				x		x	1.00	.20
SH 26	US 377	west	2.462				x			.50	.20
Rufe Snow	Iron Horse	west	.568					x		.38	.66
Rufe Snow	US 377	west	1.231					x		.38	.30
Rufe Snow	IH 35 W	west	3.883					x	x	.88	.23
Haltom	IH 35 W	west	1.610						x	.50	.31

Table 2 – Combination of Trips and Associated Tolls

From another perspective, the rate per mile is between 0.20 and 0.31 for all trips longer than 1.6 miles. Trips shorter than this pay a higher rate; however, these are precisely the trips that we should dissuade and there are only two of them.

Graphing the same data shows this balance for east and west directions, as shown in **Figure 7**.

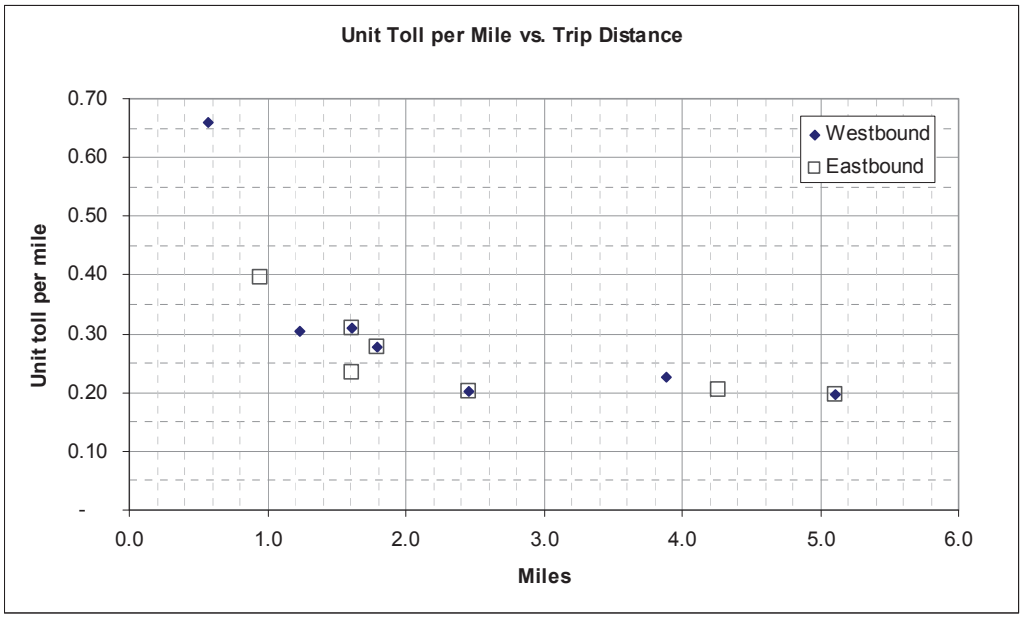


Figure 7 – Toll and Distance Traveled

PROJECT FACILITY OFFICES

The following tables summarize the approximate Project facility offices space requirements (minimum), according to the NTE RFP-Addendum # 8, Book 2: Section 2-9.

PROJECT FACILITY OFFICE DURING CONSTRUCTION PERIOD									
Office Space Category	Number of Office Spaces (150 Sq. Ft. Each)	Approximate Area (Sq. Ft.)							
		Total Area of Office Spaces	Conference Room (200 Sq. Ft. Each)	Lockable Storage/ Filing Space (150 Sq. Ft. Each)	Equipment Storage Space (100 Sq. Ft. Each)	Computer/ Phone Equipment Room (100 Sq. Ft. Each)	Restrooms (200 Sq. Ft. Each)	Outside Covered Shed	Combined Break and Lunch Room
Concessionaire Management Team and Key Personnel	18	2700	200	150	100	100	600		400
Task Managers	6	900	200	150	100	100	200		
Independent Engineer	21	3150	200	150	100	100	800	150	
TXDOT	7	1050	200	150	100	100	400		
Administrative Staff	5	750					200		
Total	57	8550	800	600	400	400	2200	150	400
Total Estimated Covered Building Area (Sq. Ft.)								13,500	

PROJECT FACILITY OFFICE DURING O&M PERIOD									
Office Space Category	Number of Office Spaces (150 Sq. Ft. Each)	Approximate Area (Sq. Ft.)							
		Total Area of Office Spaces	Conference Room (200 Sq. Ft. Each)	Lockable Storage/ Filing Space (150 Sq. Ft. Each)	Equipment Storage Space (100 Sq. Ft. Each)	Computer/ Phone Equipment Room (100 Sq. Ft. Each)	Restrooms (200 Sq. Ft. Each)	Outside Covered Shed	Combined Break and Lunch Room
Concessionaire Management Team and Key Personnel	18	2700	200	150	100	100	600		400
O&M	3	450	200	150	100	100	200	4300	
Independent Engineer*	3	450	200	150	100	100	200	150	
TXDOT*	1	150	200	150	100	100	200		
Administrative Staff	5	750					200		
Total	30	4500	800	600	400	400	1400	4450	400
Total Estimated Covered Building Area (Sq. Ft.)								12,980	

*NOTE: * Assuming that each construction activity during Operations and Maintenance Period will not exceed $50 million in value*

PROJECT FACILITY OFFICE DURING O&M PERIOD

LEGEND

- OPERATION AND MAINTENANCE
- MANAGEMENT TEAM
- ADDITIONAL KEY PERSONNEL
- INDEPENDENT ENGINEER
- TXDOT
- SUPPORT

TYPICAL SITE PLAN (NOT TO SCALE)

ROADWAY EXHIBITS

Existing Roadway and Railroad Structures

NORTH SIDE/ SOUTH SIDE	CENTER LINE 820 STATIONING	EXISTING ROADWAY/ STRUCTURE		DESCRIPTION	DISPOSITION
North Side	700+00	N. Riverside Dr.	4 lane divided	12' lanes, curbed	Reconnect to proposed 820 frontage road
South Side	700+00	N. Riverside Dr.	4 lane divided	12' lanes, curbed	Reconnect to proposed 820 frontage road
South Side	711+00	Altair Blvd.	2 lane undivided	40' pavement width, curbed	Reconnect to proposed 820 frontage road
South Side	722+00	Endicott Ave.	4 lane divided	12' lanes, curbed	Reconnect to proposed 820 frontage road
North Side	723+00	Flagstone St.	4 lane divided	11' lanes, curbed	Reconnect to proposed 820 frontage road
North Side	730+00	N. Beach St.	5 lane divided	76' total pavement width, curbed	Construct overpass and Reconnect to frontage road
South Side	730+00	N. Beach St.	5 lane divided	100' total pavement width, curbed	Construct overpass and Reconnect to frontage road
North Side	747+00	Fossil Creek Blvd.	4 lane divided	10' lanes, curbed	Reconnect to proposed 820 frontage road
South Side	756+00	Anderson Blvd.	2 lane undivided	35' pavement width, curbed	Reconnect to proposed 820 frontage road
North Side	773+00	Haltom Rd.	4 lane bridge undivided	11' lanes, curbed	Construct bridge over frontage road & 820 (no access to frontage road)
South Side	773+00	Haltom Rd.	4 lane bridge undivided	11' lanes, curbed	Construct bridge over frontage road & 820 (no access to frontage road)
North Side	784+00	North Ramp to Haltom Rd.	2 lane undivided	40' pavement width, curbed	Construct new two way road and connect to frontage road
South Side	785+00	South Ramp to Haltom Rd.	2 lane undivided	40' pavement width, curbed	Construct new two way road and connect to frontage road
	796+00	Union Pacific RR bridge	4 span steel girder	234' bridge length	Reconstruct exist Bridge & Construct leave shoo fly bridge for future double track
South Side	800+00	Northgrove Blvd.	2-lanes	44' pavement width, curbed	Connect frontage road to existing roadway that is not presently connected
North Side	812+00	US 377/ Denton Hwy	6 lane undivided	85' pavement width, curbed	Remove exist bridge and Reconstruct underpass
South Side	812+00	US 377/ Denton Hwy	5 lane undivided	67' pavement width, curbed	Remove exist bridge and Reconstruct underpass
	847+00	Dart Rail	4 span steel girder	234' bridge length	Reconstruct exist Bridge & Construct leave shoo fly bridge for future double track
North Side	851+00	Iron Horse Dr.	3 lane undivided	68' pavement width, curbed	Remove exist bridge and Reconstruct underpass

NORTH SIDE/ SOUTH SIDE	CENTER LINE 820 STATIONING	EXISTING ROADWAY/ STRUCTURE		DESCRIPTION	DISPOSITION
South Side	851+00	Iron Horse Dr.	4 lanes undivided	64' pavement width, curbed	Remove exist bridge and Reconstruct underpass
North Side	872+00	Boulder St.	4 lane undivided	12' lanes, curbed	Reconnect to proposed 820 frontage road (leave existing structure)
North Side	890+00	Rufe Snow Dr.	8 lane divided	12' lanes, curbed	Reconnect to proposed 820 frontage road (leave existing structure)
South Side	890+00	Rufe Snow Dr.	9 lane divided	12' lanes, curbed	Reconnect to proposed 820 frontage road
North Side	905+00	Lewis Thaxton Pkwy.	2 lane	40' pavement width, curbed	Reconnect to proposed 820 frontage road
South Side	909+00	Vance Rd.	2 lane undivided	30' pavement width, curbed	Reconnect to proposed 820 frontage road
North Side	924+00	Holiday Ln.	4 lane undivided	10' lanes, curbed	Remove exist and Construct overpass
South Side	924+00	Holiday Ln.	3 lane undivided	12' lanes, curbed	Construct overpass
North Side	927+00	Maplewood Ave.	2 lane undivided	30' pavement width, curbed	Reconnect to proposed 820 frontage road w/ re-alignment
South Side	932+00	Karen Dr.	2 lane undivided	28' pavement width, curbed	Reconnect to proposed 820 frontage road
North Side	937+00	Marilyn Ln.	2 lane undivided	28' pavement width, curbed	Reconnect to proposed 820 frontage road
South Side	937+00	Marilyn Ln.	2 lane undivided	28' pavement width, curbed	Reconnect to proposed 820 frontage road
North Side	940+00	Cummings Dr.	2 lane undivided	30' pavement width, curbed	Cul-de-sac to be constructed, Access to frontage road closed
South Side	940+00	Cummings Dr.	2 lane undivided	30' pavement width, curbed	Reconnect to proposed 820 frontage road
South Side	947+00	Edison Rd.	2 lane undivided	40' pavement width, curbed	Reconnect to proposed 820 frontage road
North Side	950+00	Cloyce Ct.	2 lane undivided	40' pavement width, curbed	Reconnect to proposed 820 frontage road
North Side	958+00	Susan Lee Ln.	2 lane undivided	30' pavement width, curbed	Reconnect to proposed 820 frontage road
North Side	961+00	Nancy	3 lane undivided	30' pavement width, curbed	Reconnect to proposed 820 frontage road

Existing Roadway and Railroad Structures

ROADWAY CENTER LINE STATION	SIDE OF SH 820 (NORTH /SOUTH)	DRIVEWAY WIDTH (FT)	USE (RESIDENTIAL, COMMERCIAL, GOVERNMENTAL)
706 +90	N	24	Commercial
733+07	N	35	Commercial
860+17	N	26	Commercial
892+10	N	43	Commercial
896+85	N	30	Commercial
899+83	N	30	Commercial
902+33	N	34	Commercial
937+65	N	15	Residential
952+33	N	30	Commercial
953+82	N	24	Commercial
955+98	N	19	Commercial
848+54	S	45	Commercial
903+30	S	24	Governmental
905+09	S	24	Governmental
926+50	S	12	Residential
927+05	S	12	Residential
937+10	S	12	Residential
945+45	S	24	Residential
951+25	S	58	Commercial

BRIDGE DESIGN CRITERIA

The design team will develop a complete set of designs, plans and specifications for each bridge. The following documents are identified as the primary governing bridge design standards:

- AASHTO LRFD 4th Edition
- TxDOT LRFD Bridge Design (April 2007)
- TxDOT Bridge Detailing Manual (August 2001)
- TxDOT North Tarrant Express Project - Programmatic Comprehensive Development Agreement, Book 2 and Book 3
- AASHTO Guide Specifications for Horizontally Curved Girders (2003)
- AREMA – Manual for Railway Engineering (latest Ed.)
- BNSF-UPRR Guidelines for Railroad Grade Separation Projects

Project bridge designers, summarized the applicable guidelines for the design as follows:

- Reinforcing steel – use black steel everywhere, except epoxy coated reinforcing steel in deck slab for the top mat only.
- Structural Steel – ASTM A709 50W (weathering steel) for both plate girders and tub girders. Max flange dimensions to be 30" x 4"
- Paint Weathering Steel – Paint Exterior surfaces of fascia beams including bottom of bottom flange and 3'at the end of each beam all around located at an expansion joint.
- Deck Thickness – Assumed to be 8" (includes prestressed concrete deck panels for prestressed beam bridges only)
- Concrete Strength – Deck = 4000psi; Substructure = 3600psi; Precast Prestressed beams: fc'=6500psi, fc=8000 psi; CIP Post tensioned straddle bents – assume fci'=fc'=5000psi.
- Prestressed Concrete Beams - Use only TxDOT Type IV beams (IBD standard). Prestressed beams are preferred throughout the project. Max span length = 125' but can go up to 130'. Type VI beams may be used, based on a cost analysis to determine economy versus additional substructure units
- Overhangs – 3'-0" typical, measured from CL beam; can exceed for curved deck on tangent beams, up to 4'-0". Minimum = 6" beyond edged of flange.
- Field Splices – Bolted only
- Fracture critical members shall be designed to allow full access for inspection.
- Barrier Type – T501 Concrete Safety Shape 32" tall (1'-0" nominal width)
- Future Wearing Surface – None
- Future utility loading – for Direct Connector ramps use 125lb/ft/bridge and for all other bridges use 125lb/ft/lane.
- Bearings – Elastomeric preferred (TxDOT Standard drawing); Pot bearings will be used where elastomeric bearings do not work due to load and rotation.
- Expansion Joints – Dow Corning 902RCS product preferred. This is a poured silicon joint over backer rod. The max movement should be 2". The one way temperature is 70 F per the LRFD manual. Strip seals may be required for longer continuous units.
- Foundations – Drilled shafts are preferred for all locations, up to 5'-6" max diameter. Monoshafts are preferred at hammerhead piers, but drilled shaft groups with caps will probably be required. Typical diameter of drilled shafts = 3'-0", with rock socket of 1.0 shaft diameters into bearing stratum. The Geotech Report provides the depth to bearing material in a table showing side friction as a function of depth/diameter and end bearing a function of diameter. Thus embedment up to three diameters (and possibly deeper) may be used.
- Retaining Walls – Generally, MSE walls will be used in fill sections and Drilled Shaft and Soil Nail walls in cut sections. Wall heights are to be limited to 20', as analysis indicates that P/S Conc bridges are more economical for wall / embankments over 20' high.
- Abutments – Abutments should be placed to minimize structure length; thus, they may be placed next

to edge of shoulder with a barrier in between. Drilled shafts will be used for the abutments and can function to retain the earth for stub abutments on spill through slopes. However, for MSE wall abutments, the straps will be designed to resist lateral loads and drilled shafts to resist vertical loads.

- Bents - Bents shall be cap and column type piers whenever practical. See Bridge Detailing manual for guidelines. Hammerhead type bents are to be used when heights exceed 42'. General rule of thumb for diameter of column for cap and column pier is minimum diameter = 3'-0" up to 36' tall and 3'-6" from 36' to 42' tall. Hammerhead columns will be rectangular and have rounded ends. Typical sizes are 4'x8' and 5'x12' for the direct connectors. For straddle bents, steel integral pier caps are to be used sparingly and conventional reinforced concrete are preferred. Where vertical clearance is an issue, prestressing may be warranted, as well as the use of inverted T caps.

ITS SYSTEMS DESIGN APPROACH

Determine Device and Communications Design Criteria

Proper ITS field infrastructure design begins with determining the size and placement of various ITS field infrastructure elements. Included in the ITS Device and Communications Design Criteria are:

- The intended purpose for the ITS network and the expectations anticipated from the network.
- Device placement criteria – To maximize the functionality of each ITS device type (CCTV, DMS, vehicle detector), proper placement is required. Criteria will include the requirements set forth in Book 2A and 2B. Additional requirements may include placing DMS no closer than one mile upstream of the diversion route to allow drivers time to safely maneuver to the diversion route if directed to do so. Geometric constraints would be incorporated when determining optimal device placement.
- Communications Trunk Configuration – The number of conduits, use of multi-duct or inner duct type conduit would be determined. Configuration can affect how communications and power are distributed throughout the network.
- Communications Trunk Location – Trunk location can be affected by underground drainage structures, overhead sign and high-mast lighting foundations, private utility crossings and traffic signal interconnect. ITS communications truck location constraints will be identified and mitigation strategies determined to minimize conflicts.
- Communications Redundancy Requirements – the network must be available during the most critical times. Requirements will be developed enabling communications redundancy and minimize disruption when a break occurs.

Develop ITS Schematic (30% Design)

The ITS design criteria will be used to locate devices and supporting infrastructure onto an electronic layout drawing. The schematic and design criteria constitute a 30% design. The ITS Schematic will show individual device locations, communications trunk location, supporting communications hub building locations, main fiber trunk location and communications laterals to the devices.

Develop Detailed Design

Upon approval of the 30% design, final design will begin. The design will comply with all TxDOT ITS requirements identified in the CDA documents, including interoperability with the other systems in the region. Throughout the final design development, periodic reviews will be conducted. These scheduled reviews will typically co-inside with the 60%, 90% and 100% PS&E completion

The ITS designers will work closely with the toll, roadway, drainage, signing, traffic signal and lighting designers to coordinate each element into a cohesive package, minimizing conflicts.

Provide Construction Support

The ITS design staff will remain available during construction to answer all questions and resolve all issues pertaining to the ITS design

ITS Field Infrastructure Design Elements

ITS Field Infrastructure 30% Design

The preliminary (30%) ITS field infrastructure design was developed as part of this proposal. The CCTV camera, dynamic message sign (DMS), vehicle detection (traffic monitoring) stations, communications trunkline, power service pole, ground boxes and other appurtenances associated with the ITS design are located on the attached schematic. The design is based upon the requirements stated in Book 2A and 2B, roadway geometric sight distance situations, as well as our experience and knowledge of other ITS projects in the Dallas/Ft. Worth area. The device locations provide full coverage to manage traffic, provide traveler information to the public and exchange data and video with other agencies.

Data from the field devices will also be available to other agencies in the areas through nationally compliant center-to-center communications protocols allowing regional access to the video and data.

Wireless Network to a Fiber Optic Network

The existing ITS consists of input and output (I/O) traffic control devices integrated via a wireless network. The existing I/O traffic control devices include CCTV cameras, Dynamic Message Signs (DMS) and radar vehicle detection sensors (VDS). All of these devices are integrated back to one of two possible satellite building via wireless communications links, either the Satellite Building #4 (Main St. @ IH-30) or to the MH-50 Building (University Dr. @ IH-30). The proposed design will take existing devices located along IH-820 and within the project limits off the existing wireless network and put them onto a new designed fiber optic cable network. This eliminates all possibility of electromagnetic interference to the data and video transmission, ultimately resulting in greater reliability.

The area defined between the westbound frontage road and the westbound main lane is where the fiber trunk will be installed. The proposed construction sequence for the project will build out the north segment of the freeway first, constructing the westbound frontage road and a portion of the westbound mainlanes. All ITS devices will be interconnected via the proposed main fiber trunk cable. In proposed communication network for the Toll road will also utilize the proposed main fiber trunk cable.

The existing ITS devices (CCTV, DMS and VDS) can be re-incorporated into the proposed ITS network very easily. The reuse of existing devices will require minimal retrofit once relocated. All that will be necessary to integrate the existing devices is to connect/configure existing field hardened Ethernet switch onto the proposed fiber optic field LAN that will have a larger system bandwidth and improved reliability.

Transition From Existing to Base Scope System

Since all of the CCTV camera stations within the base scope limits are located in the existing north outer separation, these stations will most likely need to be relocated to the existing south outer separation temporally, prior to starting the first phase of construction because they are located within the Phase 1 construction zone. Relocation of these devices to the south prior to beginning construction allows continuous monitoring traffic flow on IH-820 during construction. Since these devices are operating over wireless links, re-connection of these devices to the existing system will be a matter of simply realigning the wireless radios (i.e., line of site) with minimum software modifications to the existing system if any at all. It should be noted that process of reconfiguring existing wireless radios will also included realigning two existing spread spectrum radios used to feed the two VDS units attached to the existing DMS structure located in the median of IH-820. These two spread spectrum radio links will need to be maintained between the median DMS structure and the Rufe Snow Dr. CCTV station.

Once the new north outer-separation is complete and the proposed fiber optic trunk is installed the existing four CCTV cameras and five VDS units along IH-820 can be relocated to their permanent locations. Once relocated, the existing ITS (I/O) devices will be integrated into the new field LAN which will be accessible by both TxDOT and the Toll Management Center. The two existing DMSs located in the existing IH 820 median will be relocated to permanent locations as the construction sequence permits.

ITS Design

The proposed ITS for IH-820 will consists of ITS (I/O) devices that are located to optimize the monitoring of vehicle data flow on both the general purpose lanes and the managed lanes and to provide for effective management of traffic during incidents.

Fiber Optic Cable Trunk – Conduit Layout

Two classifications of duct bank or ducts shall be used for the proposed fiber optic cable trunk, a main duct bank and lateral ducts. The proposed main duct bank shall consist of two 3" Schedule 40 PVC conduits. One conduit will be used to install the system's main fiber optic cable and the other conduit will serve as a spare. The main duct bank shall be placed parallel to and between the IH 820 main lanes and frontage roads (i.e., the outer separation). The lateral ducts will be used to tie both ITS (I/O) devices and Toll devices to the main fiber optic cable trunk either by splicing drop fiber to the fiber trunk directly or by pulling drop fiber to a field node adjacent to the main duct bank. The lateral duct bank will consist of one 3" Schedule 40 PVC conduit. Electrical power will be provided to each field device via conduit that is physically separate from both the main duct and any lateral duct.

Since there will be two separate communication systems sharing the same fiber optic cable bundle (not the same fibers) on the corridor, one for ITS and one for the Toll System, there will need to be a joint or common access points that provide access to both systems. Common splice points will be provide in ground boxes capable of storing cable and underground splice enclosures along the proposed main conduit duct along IH-820 and along I-35W.

Each ITS devices identified will be connected to a field hardened local area network (LAN) with a bandwidth of 100 Mbps that will be accessible by both the proposed Toll Management Operations Center and TransVision

CCTV Design

The CCTV cameras are input control ITS device in the ITS system. These CCTV stations provide visual confirmation of real-time traffic conditions on the IH-820 corridor. The new CCTV design will consist of four re-located existing CCTV cameras and one new CCTV camera. The new CCTV coverage will include coverage of the four major overpasses of Beach St., Haltom Rd., US 377 and Rufe Snow Dr. with an additional CCTV camera station at the IH-820/I-35W multi-level interchange. The spacing between CCTV stations (new and relocated) shall not exceed 3/4 of a mile.

Vehicle Detection System (RVDS) Design

The purpose of the vehicle detection system is to provide input data to the ITS network that when monitored properly provide real-time traffic conditions on the corridor The VDS's will be located in either the outer separation or in the median. VDS placement will be designed to optimize their typical 200 linear foot coverage area. Mounting of the individual VDSs will vary from a single VDS unit per pole to two VDS units per pole with some locations allowing for mounting the VDS to the same support pole used for CCTV.

Dynamic Message Sign (DMS) Design

In order for the DMS to be effective they need to be located so that travelers have enough time to modify their travel path. A proven design criterion is to provide at least two exit opportunities prior to major traffic interchanges. In our design we are proposing two DMSs for westbound traffic prior to the I-35W interchange and at one DMS for eastbound traffic prior to SH 26. The project limits do not allow for installation of any DMS on I-35W or west of IH-820. All proposed DMS locations will be on IH-820, east of I-35W. The existing two DMS's installed in the existing median of IH-820 will be relocated to meet the identified design criteria. The existing DMS located south of Meacham Blvd. on IH-35W will remain on the wireless network used to integrate the CCTV camera at Meacham Blvd.

The proposed design includes installing 14 DMS dedicated to providing current toll lane rates. These DMS will be full matrix DMS capable of displaying symbols. These DMS are referred to as Variable Toll Rate Signs (VTR) and will utilize the same communications backbone to the Toll Management Operations Center.

Lane Control Signals (LCS) Design

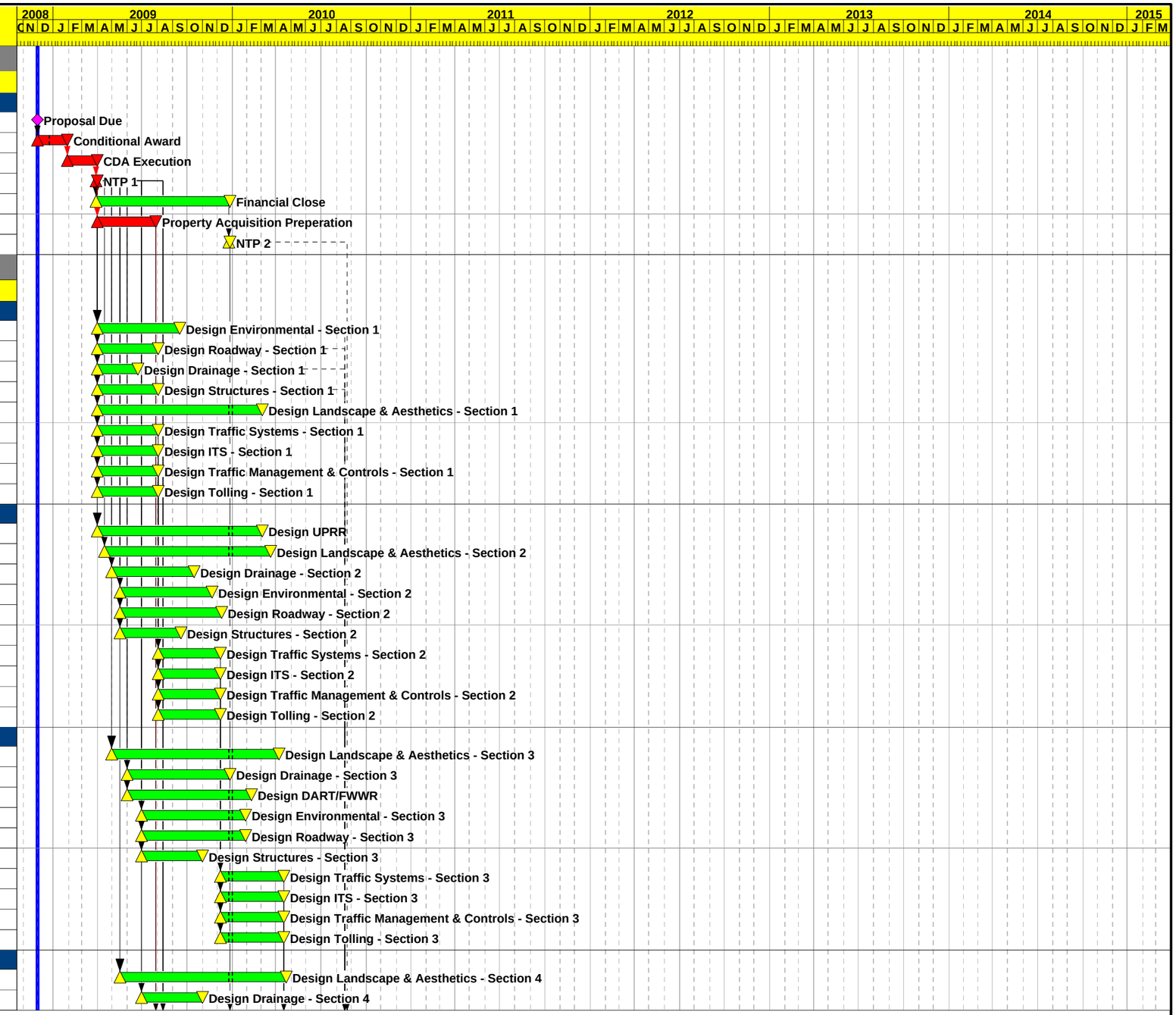
Lane Control Signals (LCS) are output control ITS device in the ITS system that provide the traveler a visuals

confirmation as to the "state" of the travel lane, whether the lane is "open" or "closed". In addition to "open" or "closed", these signals can also display messages that tell the traveler to "merge" out of the lane and even what direction the merge is to occur (i.e., "merge left" or "merge right"). The proposed ITS design includes LCS stations for the general-purpose lanes and managed lanes. These stations are designed to optimize lane control by locating stations just ahead of off ramps, which results in spacing of ranging from ¾ to 1 mile between LCS stations.

Device Interfaces to Network

The existing ITS devices within the project limits (i.e., along IH-820) including the ITS station at Meacham Blvd. and Mark IV Parkway are currently using the existing wireless communications network. Only the stations impacted by the base scope construction will be reconfigured to communicate via the proposed fiber optic field LAN. The reconfiguration required to integrate the existing devices onto a more secure fiber network can be done by simply disconnecting the wireless radios from the existing field hardened Ethernet switch and connecting four fibers to the switch's fiber optic line driver. All new ITS sites (i.e., CCTV, DMS, VDS and LCS) will require a connection to either an existing (i.e., relocated) field hardened device or connection to a new field hardened Ethernet switch to provide the digital interface required to integrate the new devices onto the proposed field LAN.

Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	WBS
Preconstruction Activities						
No Location						
No Section						
PC0010	Proposal Due	0	0	01DEC08A		1.1
PC0020	Conditional Award	59	59	01DEC08	29JAN09	1.1
PC0030	CDA Execution	61	61	30JAN09	31MAR09	1.1
PC0040	NTP 1	1	1	31MAR09	31MAR09	1.1
PC0050	Financial Close	270	270	31MAR09	26DEC09	1.1
PC0060	Property Acquisition Preperation	120	120	01APR09	29JUL09	1.3
PC0070	NTP 2	1	1	26DEC09	26DEC09	1.1
Design, ROW, Utility Relocates						
All Locations						
Section 1 - West End to Beach St.						
DG0010	Design Environmental - Section 1	120	120	01APR09	15SEP09	1.2. 1.1
DG0050	Design Roadway - Section 1	90	90	01APR09	04AUG09	1.2. 2.1
DG0090	Design Drainage - Section 1	60	60	01APR09	23JUN09	1.2. 3.1
DG0130	Design Structures - Section 1	90	90	01APR09	04AUG09	1.2. 3.1
DG0190	Design Landscape & Aesthetics - Section 1	240	240	01APR09	04MAR10	1.2. 6.1
DG0230	Design Traffic Systems - Section 1	90	90	01APR09	04AUG09	1.2. 7.1
DG0270	Design ITS - Section 1	90	90	01APR09	04AUG09	1.2. 8.1
DG0310	Design Traffic Management & Controls - Section 1	90	90	01APR09	04AUG09	1.2. 9.1
DG0350	Design Tolling - Section 1	90	90	01APR09	04AUG09	1.2.10.1
Section 2 - Beach St. to Fossil Creek						
DG0170	Design UPRR	240	240	01APR09	04MAR10	1.2. 5.1
DG0200	Design Landscape & Aesthetics - Section 2	240	240	16APR09	19MAR10	1.2. 6.2
DG0100	Design Drainage - Section 2	120	120	01MAY09	15OCT09	1.2. 3.2
DG0020	Design Environmental - Section 2	135	135	18MAY09	20NOV09	1.2. 1.2
DG0060	Design Roadway - Section 2	150	150	18MAY09	11DEC09	1.2. 1.2
DG0140	Design Structures - Section 2	90	90	18MAY09	18SEP09	1.2. 3.2
DG0240	Design Traffic Systems - Section 2	90	90	05AUG09	08DEC09	1.2. 6.2
DG0280	Design ITS - Section 2	90	90	05AUG09	08DEC09	1.2. 8.2
DG0320	Design Traffic Management & Controls - Section 2	90	90	05AUG09	08DEC09	1.2. 9.2
DG0360	Design Tolling - Section 2	90	90	05AUG09	08DEC09	1.2.10.2
Section 3 - Fossil Creek to Holiday Ln.						
DG0210	Design Landscape & Aesthetics - Section 3	240	240	01MAY09	05APR10	1.2. 6.3
DG0110	Design Drainage - Section 3	150	150	01JUN09	28DEC09	1.2. 3.3
DG0180	Design DART/FWWR	180	180	01JUN09	09FEB10	1.2. 5.2
DG0030	Design Environmental - Section 3	150	150	30JUN09	27JAN10	1.2. 1.3
DG0070	Design Roadway - Section 3	150	150	30JUN09	27JAN10	1.2. 2.3
DG0150	Design Structures - Section 3	90	90	30JUN09	02NOV09	1.2. 3.3
DG0250	Design Traffic Systems - Section 3	90	90	09DEC09	15APR10	1.2. 6.3
DG0290	Design ITS - Section 3	90	90	09DEC09	15APR10	1.2. 8.3
DG0330	Design Traffic Management & Controls - Section 3	90	90	09DEC09	15APR10	1.2. 9.3
DG0370	Design Tolling - Section 3	90	90	09DEC09	15APR10	1.2.10.3
Section 4 - Holiday Ln. to East End						
DG0220	Design Landscape & Aesthetics - Section 4	240	240	18MAY09	20APR10	1.2. 6.4
DG0120	Design Drainage - Section 4	90	90	30JUN09	02NOV09	1.2. 3.4



Start Date	17NOV08
Finish Date	05FEB14
Data Date	01DEC08
Run Date	25NOV08 12:10

Early Bar
Progress Bar
Critical Activity

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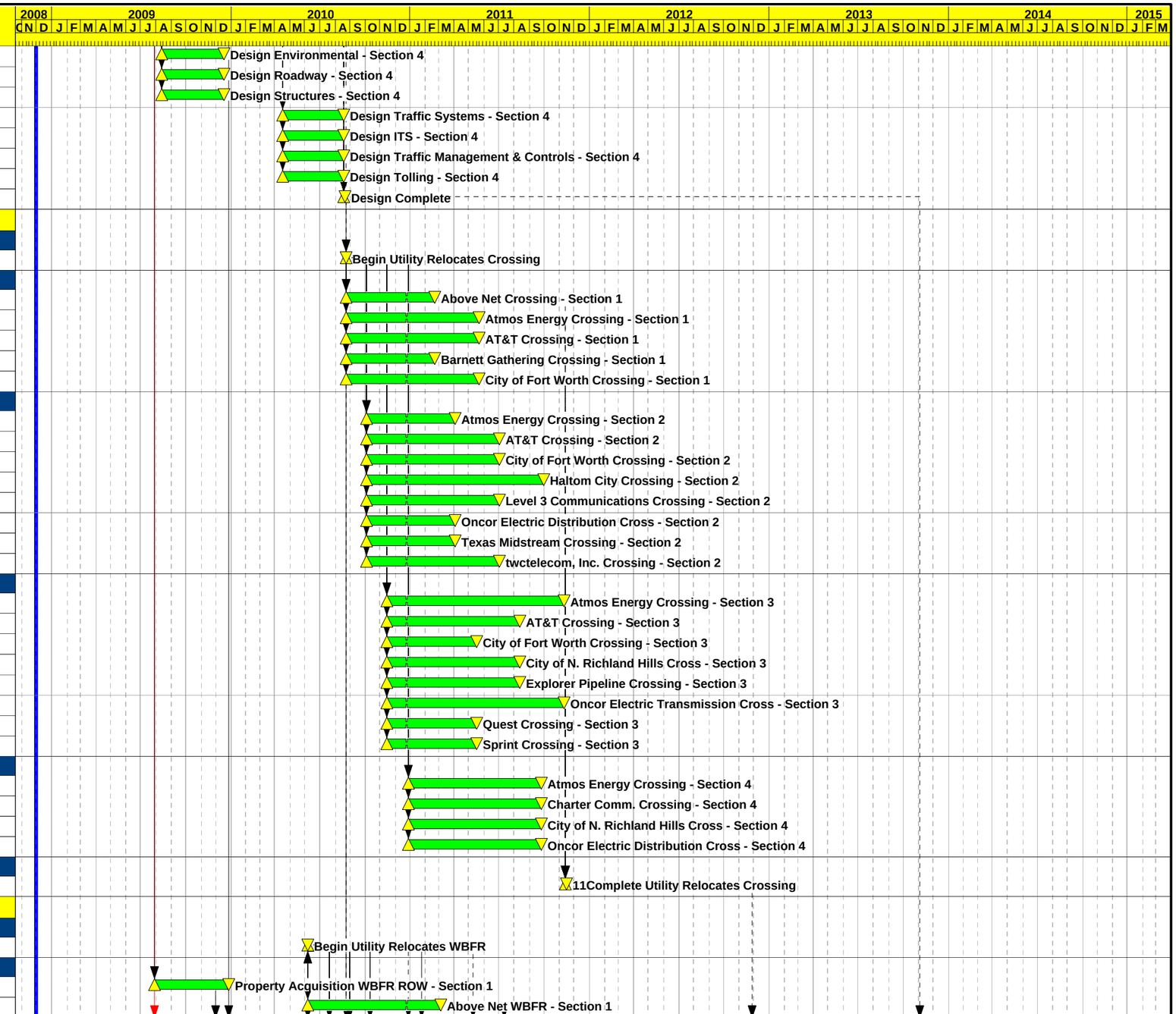
North Tarrant Expressway

Preliminary Baseline Schedule

Date	Revision	Checked	Approved

Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	WBS
DG0040	Design Environmental - Section 4	90	90	14AUG09	17DEC09	1.2. 1.4
DG0080	Design Roadway - Section 4	90	90	14AUG09	17DEC09	1.2. 2.4
DG0160	Design Structures - Section 4	90	90	14AUG09	17DEC09	1.2. 3.4
DG0260	Design Traffic Systems - Section 4	90	90	16APR10	19AUG10	1.2. 6.4
DG0300	Design ITS - Section 4	90	90	16APR10	19AUG10	1.2. 8.4
DG0340	Design Traffic Management & Controls - Section 4	90	90	16APR10	19AUG10	1.2. 9.4
DG0380	Design Tolling - Section 4	90	90	16APR10	19AUG10	1.2.10.4
DG0390	Design Complete	1	1	20AUG10	20AUG10	1.2
Center Managed Toll Lanes						
No Section						
UR-TOLL-B	Begin Utility Relocates Crossing	1	1	23AUG10	23AUG10	1.4
Section 1 - West End to Beach St.						
UR0020	Above Net Crossing - Section 1	180	180	24AUG10	20FEB11	1.4. 1
UR0090	Atmos Energy Crossing - Section 1	270	270	24AUG10	21MAY11	1.4. 2
UR0210	AT&T Crossing - Section 1	270	270	24AUG10	21MAY11	1.4. 3
UR0260	Barnett Gathering Crossing - Section 1	180	180	24AUG10	20FEB11	1.4. 4
UR0310	City of Fort Worth Crossing - Section 1	270	270	24AUG10	21MAY11	1.4. 6
Section 2 - Beach St. to Fossil Creek						
UR0100	Atmos Energy Crossing - Section 2	180	180	05OCT10	03APR11	1.4. 2
UR0220	AT&T Crossing - Section 2	270	270	05OCT10	02JUL11	1.4. 3
UR0320	City of Fort Worth Crossing - Section 2	270	270	05OCT10	02JUL11	1.4. 6
UR0430	Haltom City Crossing - Section 2	360	360	05OCT10	30SEP11	1.4.10
UR0480	Level 3 Communications Crossing - Section 2	270	270	05OCT10	02JUL11	1.4.13
UR0540	Oncor Electric Distribution Cross - Section 2	180	180	05OCT10	03APR11	1.4.14
UR0590	Texas Midstream Crossing - Section 2	180	180	05OCT10	03APR11	1.4.18
UR0630	twctelecom, Inc. Crossing - Section 2	270	270	05OCT10	02JUL11	1.4.19
Section 3 - Fossil Creek to Holiday Ln.						
UR0110	Atmos Energy Crossing - Section 3	360	360	16NOV10	11NOV11	1.4. 2
UR0230	AT&T Crossing - Section 3	270	270	16NOV10	13AUG11	1.4. 3
UR0330	City of Fort Worth Crossing - Section 3	180	180	16NOV10	15MAY11	1.4. 6
UR0380	City of N. Richland Hills Cross - Section 3	270	270	16NOV10	13AUG11	1.4. 8
UR0470	Explorer Pipeline Crossing - Section 3	270	270	16NOV10	13AUG11	1.4.11
UR0560	Oncor Electric Transmission Cross - Section 3	360	360	16NOV10	11NOV11	1.4.14
UR0570	Quest Crossing - Section 3	180	180	16NOV10	15MAY11	1.4.15
UR0580	Sprint Crossing - Section 3	180	180	16NOV10	15MAY11	1.4.16
Section 4 - Holiday Ln. to East End						
UR0120	Atmos Energy Crossing - Section 4	270	270	29DEC10	24SEP11	1.4. 2
UR0280	Charter Comm. Crossing - Section 4	270	270	29DEC10	24SEP11	1.4. 5
UR0390	City of N. Richland Hills Cross - Section 4	270	270	29DEC10	24SEP11	1.4. 8
UR0550	Oncor Electric Distribution Cross - Section 4	270	270	29DEC10	24SEP11	1.4.14
All Section						
UR-TOLL-C	11Complete Utility Relocates Crossing	1	1	14NOV11	14NOV11	1.4
Westbound Frontage Road						
No Section						
UR-WBFR-B	Begin Utility Relocates WBFR	1	1	07JUN10	07JUN10	1.4
Section 1 - West End to Beach St.						
PA0050	Property Acquisition WBFR ROW - Section 1	150	150	30JUL09	27DEC09	1.3. 1
UR0010	Above Net WBFR - Section 1	270	270	08JUN10	05MAR11	1.4. 1



Start Date	17NOV08
Finish Date	05FEB14
Data Date	01DEC08
Run Date	25NOV08 12:12

Early Bar
Progress Bar
Critical Activity

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North Tarrant Expressway

Preliminary Baseline Schedule

Date	Revision	Checked	Approved

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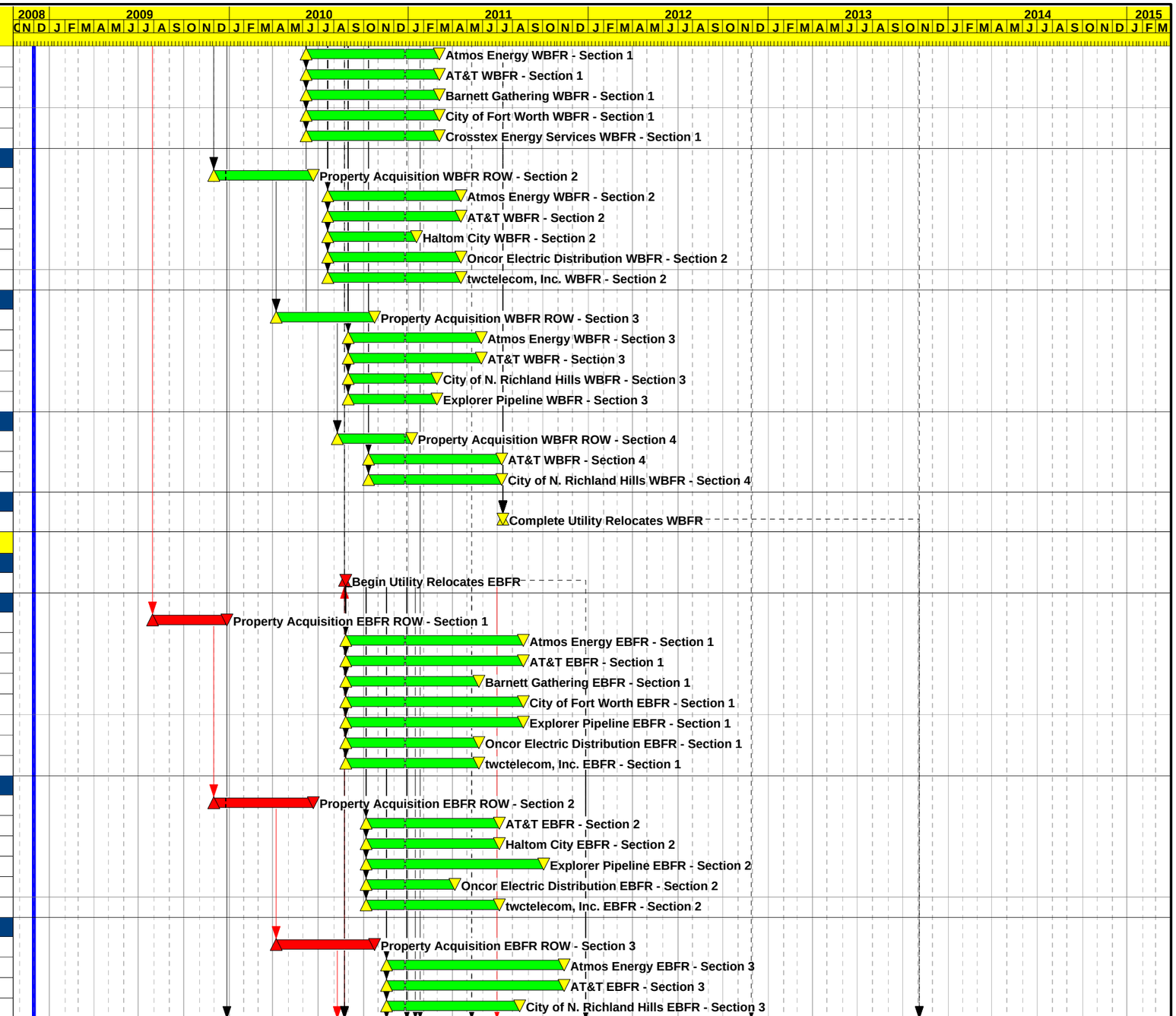
Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	WBS
UR0030	Atmos Energy WBFR - Section 1	270	270	08JUN10	05MAR11	1.4. 2
UR0130	AT&T WBFR - Section 1	270	270	08JUN10	05MAR11	1.4. 3
UR0240	Barnett Gathering WBFR - Section 1	270	270	08JUN10	05MAR11	1.4. 4
UR0290	City of Fort Worth WBFR - Section 1	270	270	08JUN10	05MAR11	1.4. 6
UR0400	Crosstex Energy Services WBFR - Section 1	270	270	08JUN10	05MAR11	1.4. 9
Section 2 - Beach St. to Fossil Creek						
PA0060	Property Acquisition WBFR ROW - Section 2	200	200	02DEC09	20JUN10	1.3. 2
UR0040	Atmos Energy WBFR - Section 2	270	270	20JUL10	16APR11	1.4. 2
UR0140	AT&T WBFR - Section 2	270	270	20JUL10	16APR11	1.4. 3
UR0410	Haltom City WBFR - Section 2	180	180	20JUL10	16JAN11	1.4.10
UR0490	Oncor Electric Distribution WBFR - Section 2	270	270	20JUL10	16APR11	1.4.14
UR0600	twctelecom, Inc. WBFR - Section 2	270	270	20JUL10	16APR11	1.4.19
Section 3 - Fossil Creek to Holiday Ln.						
PA0070	Property Acquisition WBFR ROW - Section 3	200	200	07APR10	23OCT10	1.3. 3
UR0050	Atmos Energy WBFR - Section 3	270	270	31AUG10	28MAY11	1.4. 2
UR0150	AT&T WBFR - Section 3	270	270	31AUG10	28MAY11	1.4. 3
UR0340	City of N. Richland Hills WBFR - Section 3	180	180	31AUG10	27FEB11	1.4. 8
UR0440	Explorer Pipeline WBFR - Section 3	180	180	31AUG10	27FEB11	1.4.11
Section 4 - Holiday Ln. to East End						
PA0080	Property Acquisition WBFR ROW - Section 4	150	150	10AUG10	07JAN11	1.3. 4
UR0160	AT&T WBFR - Section 4	270	270	12OCT10	09JUL11	1.4. 3
UR0350	City of N. Richland Hills WBFR - Section 4	270	270	12OCT10	09JUL11	1.4. 8
All Section						
UR-WBFR-C	Complete Utility Relocates WBFR	1	1	11JUL11	11JUL11	1.4
Eastbound Frontage Road						
No Section						
UR-EBFR-B	Begin Utility Relocates EBFR	1	1	25AUG10	25AUG10	1.4
Section 1 - West End to Beach St.						
PA0010	Property Acquisition EBFR ROW - Section 1	150	150	30JUL09	27DEC09	1.3. 1
UR0060	Atmos Energy EBFR - Section 1	360	360	26AUG10	21AUG11	1.4. 2
UR0170	AT&T EBFR - Section 1	360	360	26AUG10	21AUG11	1.4. 3
UR0250	Barnett Gathering EBFR - Section 1	270	270	26AUG10	23MAY11	1.4. 4
UR0300	City of Fort Worth EBFR - Section 1	360	360	26AUG10	21AUG11	1.4. 6
UR0450	Explorer Pipeline EBFR - Section 1	360	360	26AUG10	21AUG11	1.4.11
UR0500	Oncor Electric Distribution EBFR - Section 1	270	270	26AUG10	23MAY11	1.4.14
UR0610	twctelecom, Inc. EBFR - Section 1	270	270	26AUG10	23MAY11	1.4.19
Section 2 - Beach St. to Fossil Creek						
PA0020	Property Acquisition EBFR ROW - Section 2	200	200	02DEC09	20JUN10	1.3. 2
UR0180	AT&T EBFR - Section 2	270	270	06OCT10	03JUL11	1.4. 3
UR0420	Haltom City EBFR - Section 2	270	270	06OCT10	03JUL11	1.4.10
UR0460	Explorer Pipeline EBFR - Section 2	360	360	06OCT10	01OCT11	1.4.11
UR0510	Oncor Electric Distribution EBFR - Section 2	180	180	06OCT10	04APR11	1.4.14
UR0620	twctelecom, Inc. EBFR - Section 2	270	270	06OCT10	03JUL11	1.4.19
Section 3 - Fossil Creek to Holiday Ln.						
PA0030	Property Acquisition EBFR ROW - Section 3	200	200	07APR10	23OCT10	1.3. 3
UR0070	Atmos Energy EBFR - Section 3	360	360	17NOV10	12NOV11	1.4. 2
UR0190	AT&T EBFR - Section 3	360	360	17NOV10	12NOV11	1.4. 3
UR0360	City of N. Richland Hills EBFR - Section 3	270	270	17NOV10	14AUG11	1.4. 8



Start Date	17NOV08
Finish Date	05FEB14
Data Date	01DEC08
Run Date	25NOV08 12:12

Early Bar
Progress Bar
Critical Activity

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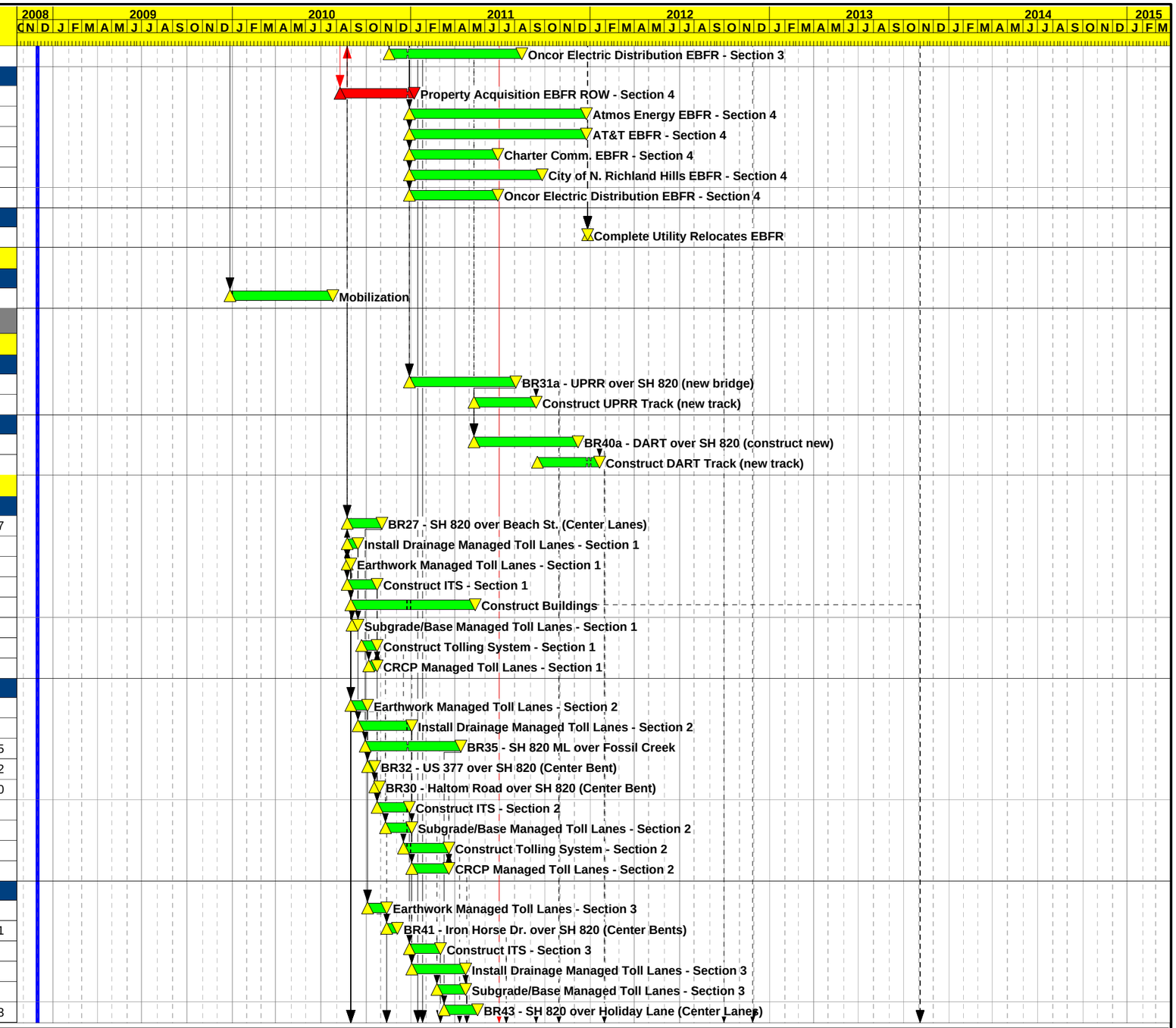
North Tarrant Expressway

Preliminary Baseline Schedule

Date	Revision	Checked	Approved

Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	WBS
UR0520	Oncor Electric Distribution EBFR - Section 3	270	270	17NOV10	14AUG11	1.4.14
Section 4 - Holiday Ln. to East End						
PA0040	Property Acquisition EBFR ROW - Section 4	150	150	10AUG10	07JAN11	1.3. 4
UR0080	Atmos Energy EBFR - Section 4	360	360	30DEC10	24DEC11	1.4. 2
UR0200	AT&T EBFR - Section 4	360	360	30DEC10	24DEC11	1.4. 3
UR0270	Charter Comm. EBFR - Section 4	180	180	30DEC10	27JUN11	1.4. 5
UR0370	City of N. Richland Hills EBFR - Section 4	270	270	30DEC10	25SEP11	1.4. 8
UR0530	Oncor Electric Distribution EBFR - Section 4	180	180	30DEC10	27JUN11	1.4.14
All Section						
UR-EBFR-C	Complete Utility Relocates EBFR	1	1	27DEC11	27DEC11	1.4
No Location						
No Section						
XX0010	Mobilization	150	150	28DEC09	26JUL10	1.5. 1
Phase 1						
Railroad						
Section 2 - Beach St. to Fossil Creek						
RR0100	BR31a - UPRR over SH 820 (new bridge)	152	152	30DEC10	01AUG11	1.5. 4.2
RR0300	Construct UPRR Track (new track)	90	90	10MAY11	12SEP11	1.5. 4.2
Section 3 - Fossil Creek to Holiday Ln.						
RR0500	BR40a - DART over SH 820 (construct new)	152	152	10MAY11	07DEC11	1.5. 4.3
RR0700	Construct DART Track (new track)	90	90	15SEP11	20JAN12	1.5. 4.3
Center Managed Toll Lanes						
Section 1 - West End to Beach St.						
BR0100	BR27 - SH 820 over Beach St. (Center Lanes)	63	63	23AUG10	03NOV10	1.5. 4.1.1.27
DR0020	Install Drainage Managed Toll Lanes - Section 1	18	18	23AUG10	15SEP10	1.5. 3.1
EW0020	Earthwork Managed Toll Lanes - Section 1	7	7	23AUG10	31AUG10	1.5. 2.1.1
IT0010	Construct ITS - Section 1	45	45	23AUG10	22OCT10	1.5. 8.1
BD0010	Construct Buildings	180	180	01SEP10	12MAY11	1.5.11
SG0020	Subgrade/Base Managed Toll Lanes - Section 1	10	10	02SEP10	15SEP10	1.5. 2.1.2
TL0010	Construct Tolling System - Section 1	23	23	22SEP10	22OCT10	1.5.10.1
CP0020	CRCP Managed Toll Lanes - Section 1	13	13	06OCT10	22OCT10	1.5. 2.1.3
Section 2 - Beach St. to Fossil Creek						
EW0030	Earthwork Managed Toll Lanes - Section 2	24	24	01SEP10	04OCT10	1.5. 2.2.1
DR0030	Install Drainage Managed Toll Lanes - Section 2	76	76	16SEP10	03JAN11	1.5. 3.2
BR0400	BR35 - SH 820 ML over Fossil Creek	166	166	30SEP10	12APR11	1.5. 4.2.1.35
BR2400	BR32 - US 377 over SH 820 (Center Bent)	13	13	05OCT10	19OCT10	1.5. 4.2.1.32
BR0900	BR30 - Haltom Road over SH 820 (Center Bent)	9	9	20OCT10	29OCT10	1.5. 4.2.1.30
IT0020	Construct ITS - Section 2	45	45	25OCT10	27DEC10	1.5. 8.2
SG0030	Subgrade/Base Managed Toll Lanes - Section 2	38	38	09NOV10	03JAN11	1.5. 2.2.2
TL0020	Construct Tolling System - Section 2	64	64	17DEC10	18MAR11	1.5.10.2
CP0030	CRCP Managed Toll Lanes - Section 2	54	54	04JAN11	18MAR11	1.5. 2.2.3
Section 3 - Fossil Creek to Holiday Ln.						
EW0040	Earthwork Managed Toll Lanes - Section 3	28	28	05OCT10	11NOV10	1.5. 2.3.1
BR1200	BR41 - Iron Horse Dr. over SH 820 (Center Bents)	19	19	12NOV10	03DEC10	1.5. 4.3.1.41
IT0030	Construct ITS - Section 3	45	45	28DEC10	01MAR11	1.5. 8.3
DR0040	Install Drainage Managed Toll Lanes - Section 3	79	79	04JAN11	22APR11	1.5. 3.3
SG0040	Subgrade/Base Managed Toll Lanes - Section 3	42	42	24FEB11	22APR11	1.5. 2.3.2
BR1500	BR43 - SH 820 over Holiday Lane (Center Lanes)	59	59	09MAR11	16MAY11	1.5. 4.3.1.43



Start Date	17NOV08
Finish Date	05FEB14
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Run Date	25NOV08 12:12

Early Bar
Progress Bar
Critical Activity

NTEP

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North Tarrant Expressway

Preliminary Baseline Schedule

Date	Revision	Checked	Approved

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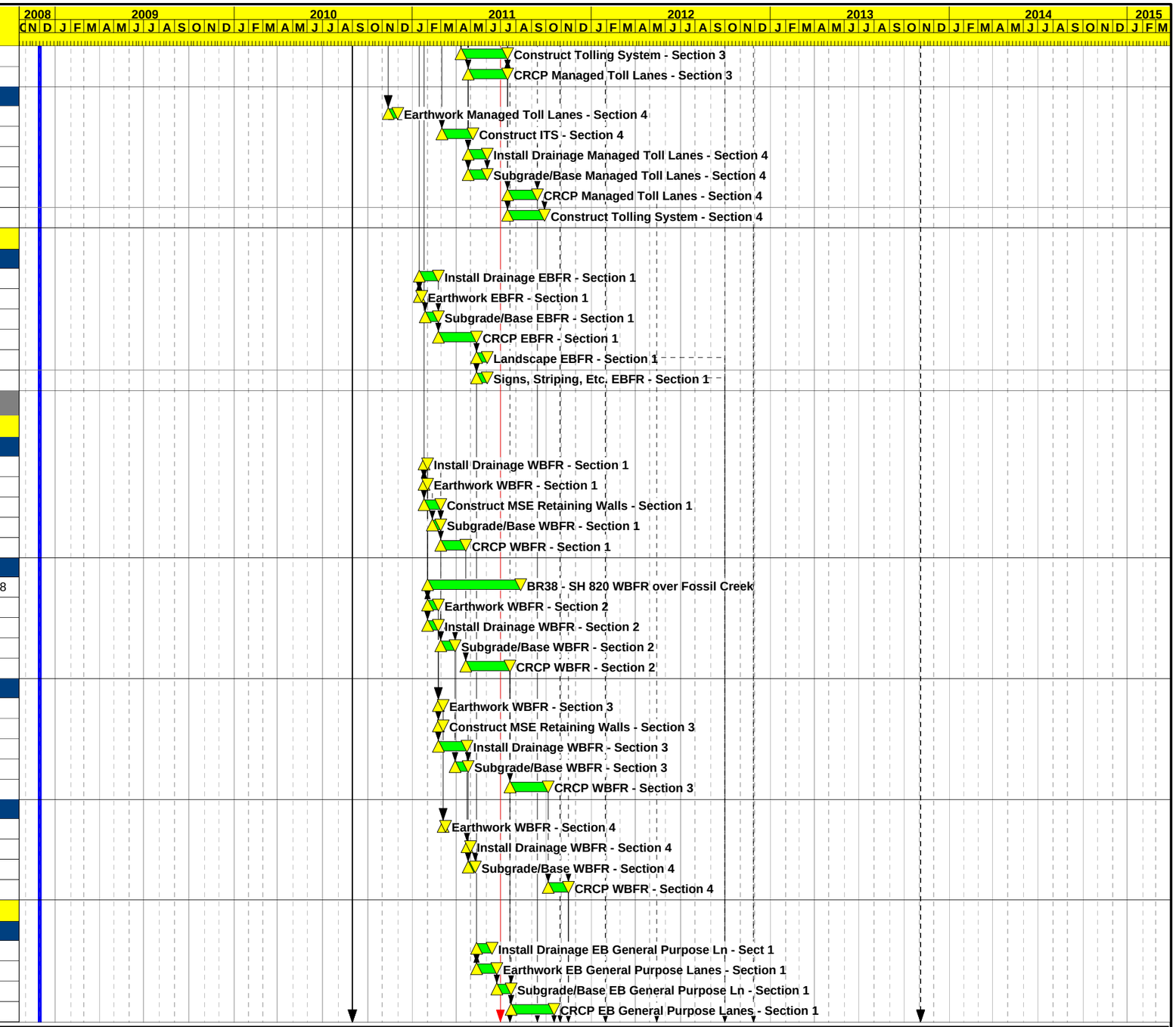
Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	WBS
TL0030	Construct Tolling System - Section 3	69	69	11APR11	14JUL11	1.5.10.3
CP0040	CRCP Managed Toll Lanes - Section 3	59	59	25APR11	14JUL11	1.5. 2.3.3
Section 4 - Holiday Ln. to East End						
EW0050	Earthwork Managed Toll Lanes - Section 4	15	15	12NOV10	02DEC10	1.5. 2.4.1
IT0040	Construct ITS - Section 4	45	45	02MAR11	03MAY11	1.5. 8.4
DR0050	Install Drainage Managed Toll Lanes - Section 4	29	29	25APR11	02JUN11	1.5. 3.4
SG0050	Subgrade/Base Managed Toll Lanes - Section 4	30	30	25APR11	03JUN11	1.5. 2.4.2
CP0050	CRCP Managed Toll Lanes - Section 4	42	42	15JUL11	12SEP11	1.5. 2.4.3
TL0040	Construct Tolling System - Section 4	52	52	15JUL11	26SEP11	1.5.10.4
Eastbound Frontage Road						
Section 1 - West End to Beach St.						
DR0010	Install Drainage EBFR - Section 1	28	28	14JAN11	22FEB11	1.5. 3.1
EW0010	Earthwork EBFR - Section 1	4	4	14JAN11	19JAN11	1.5. 2.1.1
SG0010	Subgrade/Base EBFR - Section 1	19	19	27JAN11	22FEB11	1.5. 2.1.2
CP0010	CRCP EBFR - Section 1	57	57	23FEB11	12MAY11	1.5. 2.1.3
LA0090	Landscape EBFR - Section 1	15	15	13MAY11	02JUN11	1.5. 6.1
TR0090	Signs, Striping, Etc. EBFR - Section 1	15	15	13MAY11	02JUN11	1.5. 7.1
Phase 2A						
Westbound Frontage Road						
Section 1 - West End to Beach St.						
DR0070	Install Drainage WBFR - Section 1	5	5	26JAN11	01FEB11	1.5. 3.1
EW0070	Earthwork WBFR - Section 1	4	4	26JAN11	31JAN11	1.5. 2.1.1
WL0010	Construct MSE Retaining Walls - Section 1	24	24	26JAN11	28FEB11	1.5. 4.1.2
SG0070	Subgrade/Base WBFR - Section 1	13	13	10FEB11	28FEB11	1.5. 2.1.2
CP0070	CRCP WBFR - Section 1	37	37	01MAR11	20APR11	1.5. 2.1.3
Section 2 - Beach St. to Fossil Creek						
BR0800	BR38 - SH 820 WBFR over Fossil Creek	163	163	01FEB11	09AUG11	1.5. 4.2.1.38
EW0080	Earthwork WBFR - Section 2	15	15	01FEB11	21FEB11	1.5. 2.2.1
DR0080	Install Drainage WBFR - Section 2	16	16	02FEB11	23FEB11	1.5. 3.2
SG0080	Subgrade/Base WBFR - Section 2	21	21	01MAR11	29MAR11	1.5. 2.2.2
CP0080	CRCP WBFR - Section 2	63	63	21APR11	18JUL11	1.5. 2.2.3
Section 3 - Fossil Creek to Holiday Ln.						
EW0090	Earthwork WBFR - Section 3	8	8	22FEB11	03MAR11	1.5. 2.3.1
WL0020	Construct MSE Retaining Walls - Section 3	9	9	22FEB11	04MAR11	1.5. 4.3.2
DR0090	Install Drainage WBFR - Section 3	41	41	24FEB11	21APR11	1.5. 3.3
SG0090	Subgrade/Base WBFR - Section 3	19	19	30MAR11	25APR11	1.5. 2.3.2
CP0090	CRCP WBFR - Section 3	56	56	19JUL11	04OCT11	1.5. 2.3.3
Section 4 - Holiday Ln. to East End						
EW0100	Earthwork WBFR - Section 4	4	4	04MAR11	09MAR11	1.5. 2.4.1
DR0100	Install Drainage WBFR - Section 4	5	5	22APR11	28APR11	1.5. 3.4
SG0100	Subgrade/Base WBFR - Section 4	10	10	26APR11	09MAY11	1.5. 2.4.2
CP0100	CRCP WBFR - Section 4	30	30	05OCT11	15NOV11	1.5. 2.4.3
Eastbound General Purpose Lanes						
Section 1 - West End to Beach St.						
DR0060	Install Drainage EB General Purpose Ln - Sect 1	22	22	13MAY11	13JUN11	1.5. 3.1
EW0060	Earthwork EB General Purpose Lanes - Section 1	28	28	13MAY11	21JUN11	1.5. 2.1.1
SG0060	Subgrade/Base EB General Purpose Ln - Section 1	22	22	22JUN11	21JUL11	1.5. 2.1.2
CP0060	CRCP EB General Purpose Lanes - Section 1	62	62	22JUL11	17OCT11	1.5. 2.1.3



Start Date	17NOV08
Finish Date	05FEB14
Data Date	01DEC08
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Early Bar
Progress Bar
Critical Activity

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North Tarrant Expressway

Preliminary Baseline Schedule

Date	Revision	Checked	Approved

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Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	WBS
LA0130	Landscape EBGP - Section 1	15	15	18OCT11	07NOV11	1.5. 6.1
TR0130	Signs, Striping, Etc. EBGP - Section 1	15	15	18OCT11	07NOV11	1.5. 7.1
Phase 2B						
Center Managed Toll Lanes						
Section 1 - West End to Beach St.						
DR0150	Install Drainage Managed Toll Lanes - Section 1	5	5	13SEP11	19SEP11	1.5. 3.1
EW0150	Earthwork Managed Toll Lanes - Section 1	6	6	13SEP11	20SEP11	1.5. 2.1.1
SG0160	Subgrade/Base Managed Toll Lanes - Section 1	2	2	21SEP11	22SEP11	1.5. 2.1.2
CP0160	CRCP Managed Toll Lanes - Section 1	2	2	23SEP11	26SEP11	1.5. 2.1.3
Section 2 - Beach St. to Fossil Creek						
SG0170	Subgrade/Base Managed Toll Lanes - Section 2	7	7	23SEP11	03OCT11	1.5. 2.2.2
CP0170	CRCP Managed Toll Lanes - Section 2	9	9	04OCT11	14OCT11	1.5. 2.2.3
Section 3 - Fossil Creek to Holiday Ln.						
SG0180	Subgrade/Base Managed Toll Lanes - Section 3	7	7	04OCT11	12OCT11	1.5. 2.3.2
CP0180	CRCP Managed Toll Lanes - Section 3	10	10	17OCT11	28OCT11	1.5. 2.3.3
Section 4 - Holiday Ln. to East End						
SG0190	Subgrade/Base Managed Toll Lanes - Section 4	5	5	13OCT11	19OCT11	1.5. 2.4.2
CP0190	CRCP Managed Toll Lanes - Section 4	7	7	31OCT11	08NOV11	1.5. 2.4.3
All Section						
XX0030	Complete Construction Managed Toll Lanes	1	1	28NOV12	28NOV12	1.5
Westbound Frontage Road						
Section 1 - West End to Beach St.						
DR0110	Install Drainage WBFR - Section 1	9	9	16NOV11	28NOV11	1.5. 3.1
EW0110	Earthwork WBFR - Section 1	4	4	16NOV11	21NOV11	1.5. 2.1.1
SG0120	Subgrade/Base WBFR - Section 1	4	4	23NOV11	28NOV11	1.5. 2.1.2
CP0120	CRCP WBFR - Section 1	12	12	29NOV11	14DEC11	1.5. 2.1.3
LA0010	Landscape WBFR - Section 1	15	15	15DEC11	06JAN12	1.5. 6.1
TR0010	Signs, Striping, Etc. WBFR - Section 1	15	15	15DEC11	06JAN12	1.5. 7.1
Section 2 - Beach St. to Fossil Creek						
EW0120	Earthwork WBFR - Section 2	8	8	22NOV11	01DEC11	1.5. 2.2.1
WL0030	Construct MSE Retaining Walls - Section 2	6	6	22NOV11	29NOV11	1.5. 4.2.2
DR0120	Install Drainage WBFR - Section 2	6	6	29NOV11	06DEC11	1.5. 3.2
SG0130	Subgrade/Base WBFR - Section 2	4	4	02DEC11	07DEC11	1.5. 2.2.2
CP0130	CRCP WBFR - Section 2	4	4	15DEC11	20DEC11	1.5. 2.2.3
LA0020	Landscape WBFR - Section 2	15	15	21DEC11	12JAN12	1.5. 6.2
TR0020	Signs, Striping, Etc. WBFR - Section 2	15	15	21DEC11	12JAN12	1.5. 7.2
Section 3 - Fossil Creek to Holiday Ln.						
EW0130	Earthwork WBFR - Section 3	4	4	02DEC11	07DEC11	1.5. 2.3.1
DR0130	Install Drainage WBFR - Section 3	14	14	07DEC11	27DEC11	1.5. 3.3
SG0140	Subgrade/Base WBFR - Section 3	14	14	08DEC11	28DEC11	1.5. 2.3.2
CP0140	CRCP WBFR - Section 3	40	40	29DEC11	23FEB12	1.5. 2.3.3
LA0030	Landscape WBFR - Section 3	15	15	24FEB12	15MAR12	1.5. 6.3
TR0030	Signs, Striping, Etc. WBFR - Section 3	15	15	24FEB12	15MAR12	1.5. 7.3
Section 4 - Holiday Ln. to East End						
EW0140	Earthwork WBFR - Section 4	4	4	08DEC11	13DEC11	1.5. 2.4.1
SG0150	Subgrade/Base WBFR - Section 4	5	5	29DEC11	05JAN12	1.5. 2.4.2
CP0150	CRCP WBFR - Section 4	13	13	24FEB12	13MAR12	1.5. 2.4.3
LA0040	Landscape WBFR - Section 4	15	15	14MAR12	03APR12	1.5. 6.4

Start Date	17NOV08
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Early Bar
Progress Bar
Critical Activity

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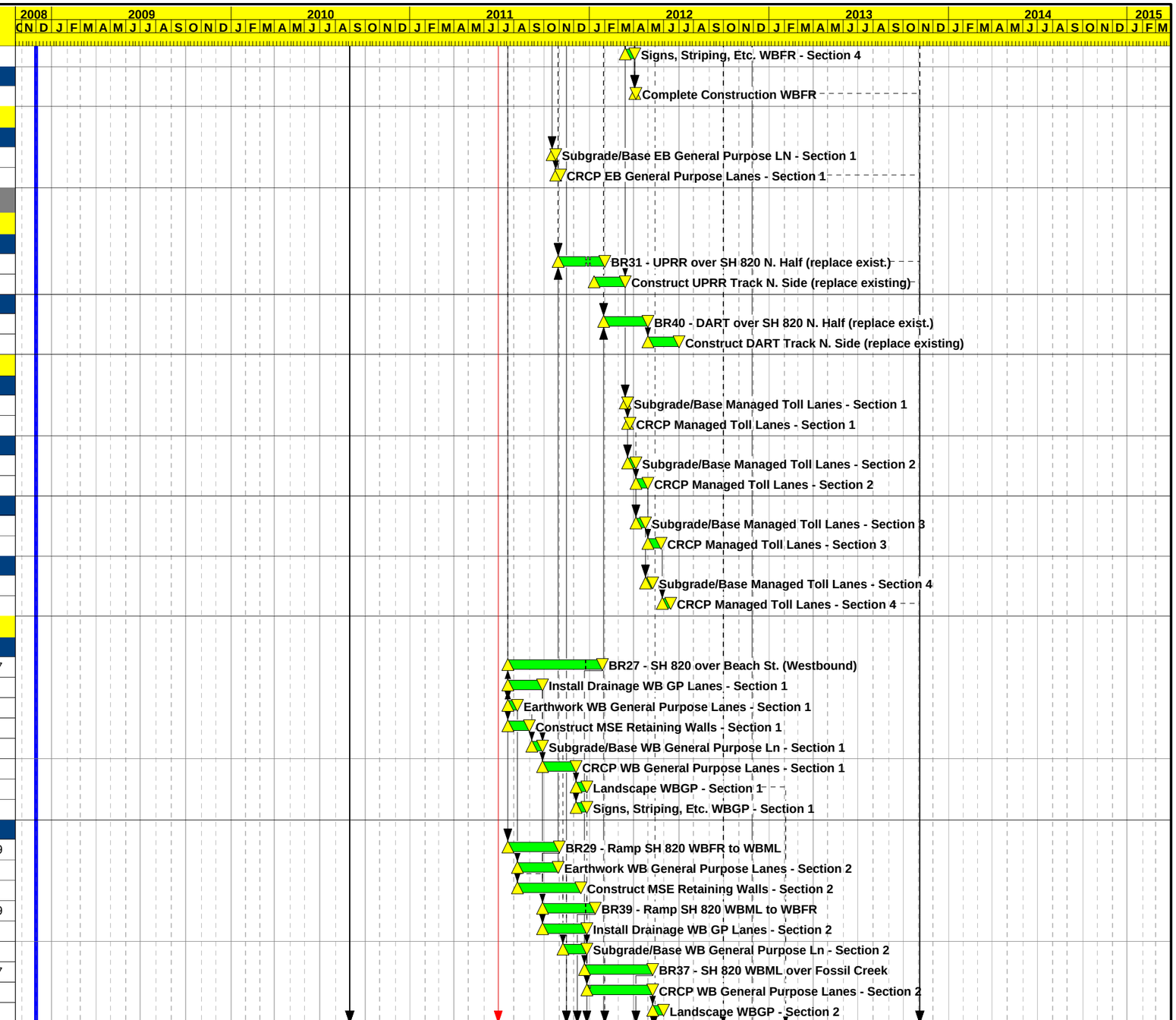
North Tarrant Expressway

Preliminary Baseline Schedule

Date	Revision	Checked	Approved

Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	WBS
TR0040	Signs, Striping, Etc. WBFR - Section 4	15	15	14MAR12	03APR12	1.5. 7.4
All Section						
XX0040	Complete Construction WBFR	1	1	04APR12	04APR12	1.5
Eastbound General Purpose Lanes						
Section 1 - West End to Beach St.						
SG0110	Subgrade/Base EB General Purpose LN - Section 1	5	5	18OCT11	24OCT11	1.5. 2.1.2
CP0110	CRCP EB General Purpose Lanes - Section 1	7	7	25OCT11	02NOV11	1.5. 2.1.3
Phase 3						
Railroad						
Section 2 - Beach St. to Fossil Creek						
RR0200	BR31 - UPRR over SH 820 N. Half (replace exist.)	65	65	31OCT11	31JAN12	1.5. 4.2
RR0400	Construct UPRR Track N. Side (replace existing)	45	45	11JAN12	13MAR12	1.5. 4.2
Section 3 - Fossil Creek to Holiday Ln.						
RR0600	BR40 - DART over SH 820 N. Half (replace exist.)	65	65	31JAN12	30APR12	1.5. 4.3
RR0800	Construct DART Track N. Side (replace existing)	45	45	01MAY12	02JUL12	1.5. 4.3
Center Managed Toll Lanes						
Section 1 - West End to Beach St.						
SG0240	Subgrade/Base Managed Toll Lanes - Section 1	4	4	14MAR12	19MAR12	1.5. 2.1.2
CP0240	CRCP Managed Toll Lanes - Section 1	4	4	20MAR12	23MAR12	1.5. 2.1.3
Section 2 - Beach St. to Fossil Creek						
SG0250	Subgrade/Base Managed Toll Lanes - Section 2	13	13	20MAR12	05APR12	1.5. 2.2.2
CP0250	CRCP Managed Toll Lanes - Section 2	17	17	06APR12	30APR12	1.5. 2.2.3
Section 3 - Fossil Creek to Holiday Ln.						
SG0260	Subgrade/Base Managed Toll Lanes - Section 3	14	14	06APR12	25APR12	1.5. 2.3.2
CP0260	CRCP Managed Toll Lanes - Section 3	19	19	01MAY12	25MAY12	1.5. 2.3.3
Section 4 - Holiday Ln. to East End						
SG0270	Subgrade/Base Managed Toll Lanes - Section 4	10	10	26APR12	09MAY12	1.5. 2.4.2
CP0270	CRCP Managed Toll Lanes - Section 4	13	13	28MAY12	13JUN12	1.5. 2.4.3
Westbound General Purpose Lanes						
Section 1 - West End to Beach St.						
BR0200	BR27 - SH 820 over Beach St. (Westbound)	165	165	19JUL11	27JAN12	1.5. 4.1.1.27
DR0160	Install Drainage WB GP Lanes - Section 1	52	52	19JUL11	28SEP11	1.5. 3.1
EW0160	Earthwork WB General Purpose Lanes - Section 1	15	15	19JUL11	08AUG11	1.5. 2.1.1
WL0040	Construct MSE Retaining Walls - Section 1	32	32	19JUL11	31AUG11	1.5. 4.1.2
SG0200	Subgrade/Base WB General Purpose Ln - Section 1	17	17	06SEP11	28SEP11	1.5. 2.1.2
CP0200	CRCP WB General Purpose Lanes - Section 1	48	48	29SEP11	05DEC11	1.5. 2.1.3
LA0050	Landscape WBGP - Section 1	15	15	06DEC11	27DEC11	1.5. 6.1
TR0050	Signs, Striping, Etc. WBGP - Section 1	15	15	06DEC11	27DEC11	1.5. 7.1
Section 2 - Beach St. to Fossil Creek						
BR1900	BR29 - Ramp SH 820 WBFR to WBML	91	91	19JUL11	01NOV11	1.5. 4.2.1.29
EW0170	Earthwork WB General Purpose Lanes - Section 2	59	59	09AUG11	28OCT11	1.5. 2.2.1
WL0050	Construct MSE Retaining Walls - Section 2	92	92	09AUG11	14DEC11	1.5. 4.2.2
BR2100	BR39 - Ramp SH 820 WBML to WBFR	91	91	28SEP11	12JAN12	1.5. 4.2.1.39
DR0170	Install Drainage WB GP Lanes - Section 2	63	63	29SEP11	27DEC11	1.5. 3.2
SG0210	Subgrade/Base WB General Purpose Ln - Section 2	34	34	09NOV11	27DEC11	1.5. 2.2.2
BR0600	BR37 - SH 820 WBML over Fossil Creek	118	118	23DEC11	09MAY12	1.5. 4.2.1.37
CP0210	CRCP WB General Purpose Lanes - Section 2	95	95	28DEC11	09MAY12	1.5. 2.2.3
LA0060	Landscape WBGP - Section 2	15	15	10MAY12	30MAY12	1.5. 6.2



Start Date	17NOV08
Finish Date	05FEB14
Data Date	01DEC08
Run Date	25NOV08 12:12

Early Bar
Progress Bar
Critical Activity

NTEP

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North Tarrant Expressway

Preliminary Baseline Schedule

Date	Revision	Checked	Approved

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Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	WBS
TR0060	Signs, Striping, Etc. WBGP - Section 2	15	15	10MAY12	30MAY12	1.5. 7.2
BR1000	BR30 - Haltom Road over SH 820 (North Half)	54	54	19JUN12	31AUG12	1.5. 4.2.1.30
BR2500	BR32 - US 377 over SH 820 (North Side)	80	80	23JUL12	09NOV12	1.5. 4.2.1.32
Section 3 - Fossil Creek to Holiday Ln.						
EW0180	Earthwork WB General Purpose Lanes - Section 3	52	52	16NOV11	30JAN12	1.5. 2.3.1
WL0060	Construct MSE Retaining Walls - Section 3	100	100	16NOV11	05APR12	1.5. 4.3.2
BR2200	BR42 - Ramp SH 820 WB to WBFR	100	100	08DEC11	03APR12	1.5. 4.3.1.42
DR0180	Install Drainage WB GP Lanes - Section 3	55	55	28DEC11	14MAR12	1.5. 3.3
SG0220	Subgrade/Base WB General Purpose Ln - Section 3	45	45	03FEB12	05APR12	1.5. 2.3.2
BR1600	BR43 - SH 820 over Holiday Lane (Westbound)	148	148	05APR12	24SEP12	1.5. 4.3.1.43
CP0220	CRCP WB General Purpose Lanes - Section 3	127	127	10MAY12	02NOV12	1.5. 2.3.3
BR1300	BR41 - Iron Horse Dr. over SH 820 (North Side)	56	56	01OCT12	17DEC12	1.5. 4.3.1.41
LA0070	Landscape WBGP - Section 3	15	15	05NOV12	23NOV12	1.5. 6.3
TR0070	Signs, Striping, Etc. WBGP - Section 3	15	15	05NOV12	23NOV12	1.5. 7.3
Section 4 - Holiday Ln. to East End						
EW0190	Earthwork WB General Purpose Lanes - Section 4	26	26	31JAN12	06MAR12	1.5. 2.4.1
WL0070	Construct MSE Retaining Walls - Section 4	50	50	31JAN12	09APR12	1.5. 4.4.2
BR2300	BR45 - Ramp SH 820 WBFR to WB	95	95	29FEB12	18JUN12	1.5. 4.4.1.45
DR0190	Install Drainage WB GP Lanes - Section 4	20	20	15MAR12	11APR12	1.5. 3.4
SG0230	Subgrade/Base WB General Purpose Ln - Section 4	17	17	06APR12	30APR12	1.5. 2.4.2
CP0230	CRCP WB General Purpose Lanes - Section 4	48	48	05NOV12	11JAN13	1.5. 2.4.3
LA0080	Landscape WBGP - Section 4	15	15	14JAN13	01FEB13	1.5. 6.4
TR0080	Signs, Striping, Etc. WBGP - Section 4	15	15	14JAN13	01FEB13	1.5. 7.4
All Section						
XX0050	Complete Construction WBGP	1	1	04FEB13	04FEB13	1.5
Phase 4A						
Eastbound Frontage Road						
Section 2 - Beach St. to Fossil Creek						
BR0700	BR33 - SH 820 EBFR over Fossil Creek	105	105	01JUL11	31OCT11	1.5. 4.2.1.33
DR0200	Install Drainage EBFR - Section 2	21	21	01JUL11	29JUL11	1.5. 3.2
EW0200	Earthwork EBFR - Section 2	17	17	01JUL11	25JUL11	1.5. 2.2.1
WL0080	Construct MSE Retaining Walls - Section 2	75	75	01JUL11	13OCT11	1.5. 4.2.2
SG0280	Subgrade/Base EBFR - Section 2	21	21	15SEP11	13OCT11	1.5. 2.2.2
CP0280	CRCP EBFR - Section 2	63	63	14OCT11	12JAN12	1.5. 2.2.3
LA0100	Landscape EBFR - Section 2	15	15	13JAN12	02FEB12	1.5. 6.2
TR0100	Signs, Striping, Etc. EBFR - Section 2	15	15	13JAN12	02FEB12	1.5. 7.2
Section 3 - Fossil Creek to Holiday Ln.						
EW0210	Earthwork EBFR - Section 3	25	25	26JUL11	29AUG11	1.5. 2.3.1
WL0090	Construct MSE Retaining Walls - Section 3	86	86	26JUL11	22NOV11	1.5. 4.3.2
DR0210	Install Drainage EBFR - Section 3	81	81	01AUG11	21NOV11	1.5. 3.3
SG0290	Subgrade/Base EBFR - Section 3	25	25	19OCT11	22NOV11	1.5. 2.3.2
CP0290	CRCP EBFR - Section 3	75	75	13JAN12	26APR12	1.5. 2.3.3
LA0110	Landscape EBFR - Section 3	15	15	27APR12	17MAY12	1.5. 6.3
TR0110	Signs, Striping, Etc. EBFR - Section 3	15	15	27APR12	17MAY12	1.5. 7.3
Section 4 - Holiday Ln. to East End						
EW0220	Earthwork EBFR - Section 4	4	4	30AUG11	02SEP11	1.5. 2.4.1
DR0220	Install Drainage EBFR - Section 4	29	29	22NOV11	03JAN12	1.5. 3.4
SG0300	Subgrade/Base EBFR - Section 4	4	4	28DEC11	03JAN12	1.5. 2.4.2

Start Date	17NOV08
Finish Date	05FEB14
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Early Bar
Progress Bar
Critical Activity

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North Tarrant Expressway

Preliminary Baseline Schedule

Date	Revision	Checked	Approved

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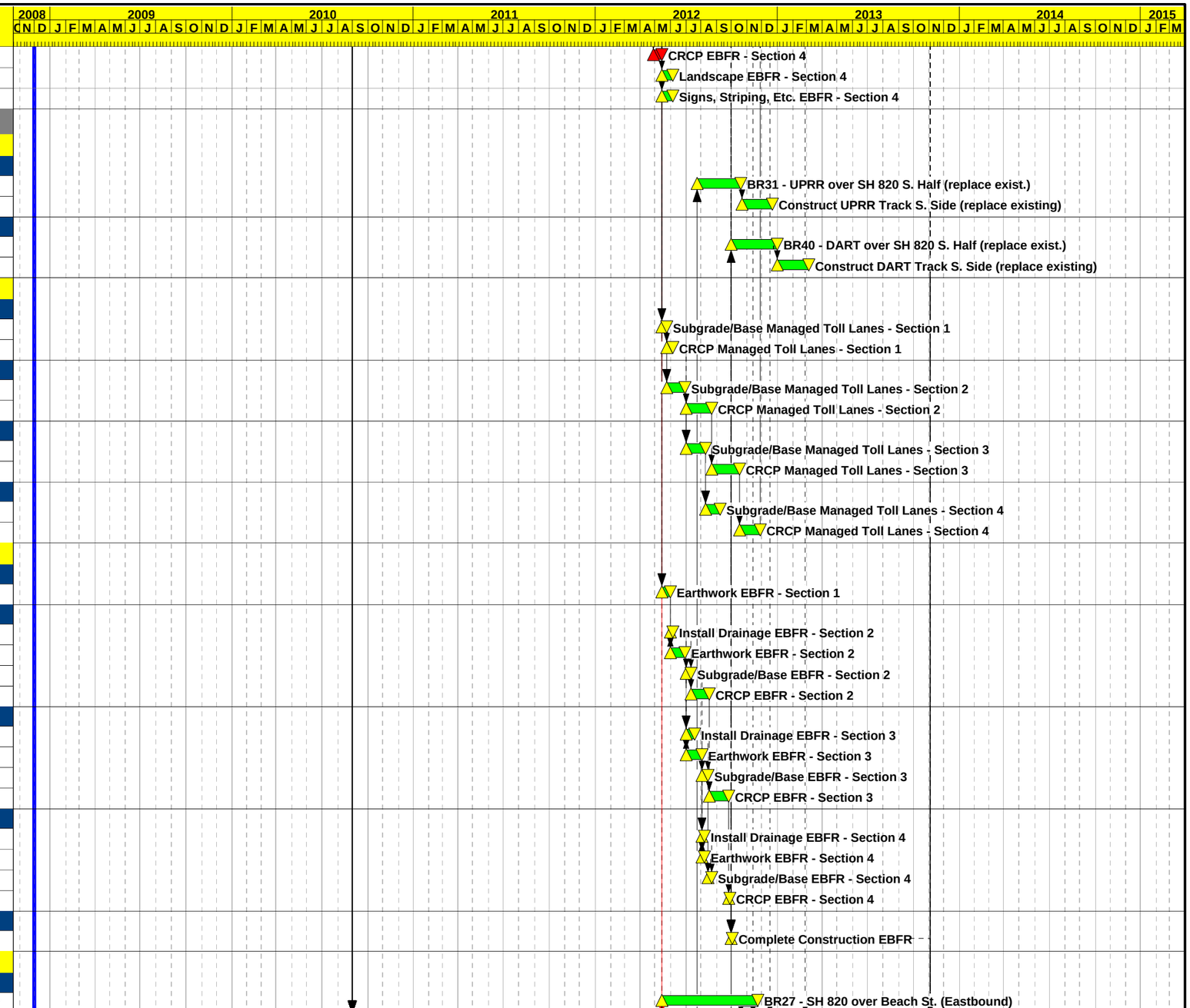
Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	WBS
CP0300	CRCP EBFR - Section 4	12	12	27APR12	14MAY12	1.5. 2.4.3
LA0120	Landscape EBFR - Section 4	15	15	15MAY12	04JUN12	1.5. 6.4
TR0120	Signs, Striping, Etc. EBFR - Section 4	15	15	15MAY12	04JUN12	1.5. 7.4
Phase 4B						
Railroad						
Section 2 - Beach St. to Fossil Creek						
RR0210	BR31 - UPRR over SH 820 S. Half (replace exist.)	65	65	23JUL12	19OCT12	1.5. 4.2
RR0410	Construct UPRR Track S. Side (replace existing)	45	45	22OCT12	21DEC12	1.5. 4.2
Section 3 - Fossil Creek to Holiday Ln.						
RR0610	BR40 - DART over SH 820 S. Half (replace exist.)	65	65	01OCT12	31DEC12	1.5. 4.3
RR0810	Construct DART Track S. Side (replace existing)	45	45	02JAN13	05MAR13	1.5. 4.3
Center Managed Toll Lanes						
Section 1 - West End to Beach St.						
SG0370	Subgrade/Base Managed Toll Lanes - Section 1	7	7	15MAY12	23MAY12	1.5. 2.1.2
CP0370	CRCP Managed Toll Lanes - Section 1	9	9	24MAY12	05JUN12	1.5. 2.1.3
Section 2 - Beach St. to Fossil Creek						
SG0380	Subgrade/Base Managed Toll Lanes - Section 2	27	27	24MAY12	29JUN12	1.5. 2.2.2
CP0380	CRCP Managed Toll Lanes - Section 2	37	37	02JUL12	21AUG12	1.5. 2.2.3
Section 3 - Fossil Creek to Holiday Ln.						
SG0390	Subgrade/Base Managed Toll Lanes - Section 3	29	29	02JUL12	09AUG12	1.5. 2.3.2
CP0390	CRCP Managed Toll Lanes - Section 3	41	41	22AUG12	17OCT12	1.5. 2.3.3
Section 4 - Holiday Ln. to East End						
SG0400	Subgrade/Base Managed Toll Lanes - Section 4	21	21	10AUG12	07SEP12	1.5. 2.4.2
CP0400	CRCP Managed Toll Lanes - Section 4	29	29	18OCT12	27NOV12	1.5. 2.4.3
Eastbound Frontage Road						
Section 1 - West End to Beach St.						
EW0260	Earthwork EBFR - Section 1	12	12	15MAY12	30MAY12	1.5. 2.1.1
Section 2 - Beach St. to Fossil Creek						
DR0260	Install Drainage EBFR - Section 2	4	4	31MAY12	05JUN12	1.5. 3.2
EW0270	Earthwork EBFR - Section 2	22	22	31MAY12	29JUN12	1.5. 2.2.1
SG0340	Subgrade/Base EBFR - Section 2	9	9	02JUL12	12JUL12	1.5. 2.2.2
CP0340	CRCP EBFR - Section 2	25	25	13JUL12	16AUG12	1.5. 2.2.3
Section 3 - Fossil Creek to Holiday Ln.						
DR0270	Install Drainage EBFR - Section 3	14	14	02JUL12	19JUL12	1.5. 3.3
EW0280	Earthwork EBFR - Section 3	23	23	02JUL12	01AUG12	1.5. 2.3.1
SG0350	Subgrade/Base EBFR - Section 3	10	10	02AUG12	15AUG12	1.5. 2.3.2
CP0350	CRCP EBFR - Section 3	28	28	17AUG12	25SEP12	1.5. 2.3.3
Section 4 - Holiday Ln. to East End						
DR0280	Install Drainage EBFR - Section 4	5	5	02AUG12	08AUG12	1.5. 3.4
EW0290	Earthwork EBFR - Section 4	4	4	02AUG12	07AUG12	1.5. 2.4.1
SG0360	Subgrade/Base EBFR - Section 4	4	4	16AUG12	21AUG12	1.5. 2.4.2
CP0360	CRCP EBFR - Section 4	3	3	26SEP12	28SEP12	1.5. 2.4.3
All Section						
XX0060	Complete Construction EBFR	1	1	01OCT12	01OCT12	1.5
Eastbound General Purpose Lanes						
Section 1 - West End to Beach St.						
BR0300	BR27 - SH 820 over Beach St. (Eastbound)	165	165	15MAY12	22NOV12	1.5. 4.1.1.27



Start Date	17NOV08
Finish Date	05FEB14
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Early Bar
Progress Bar
Critical Activity

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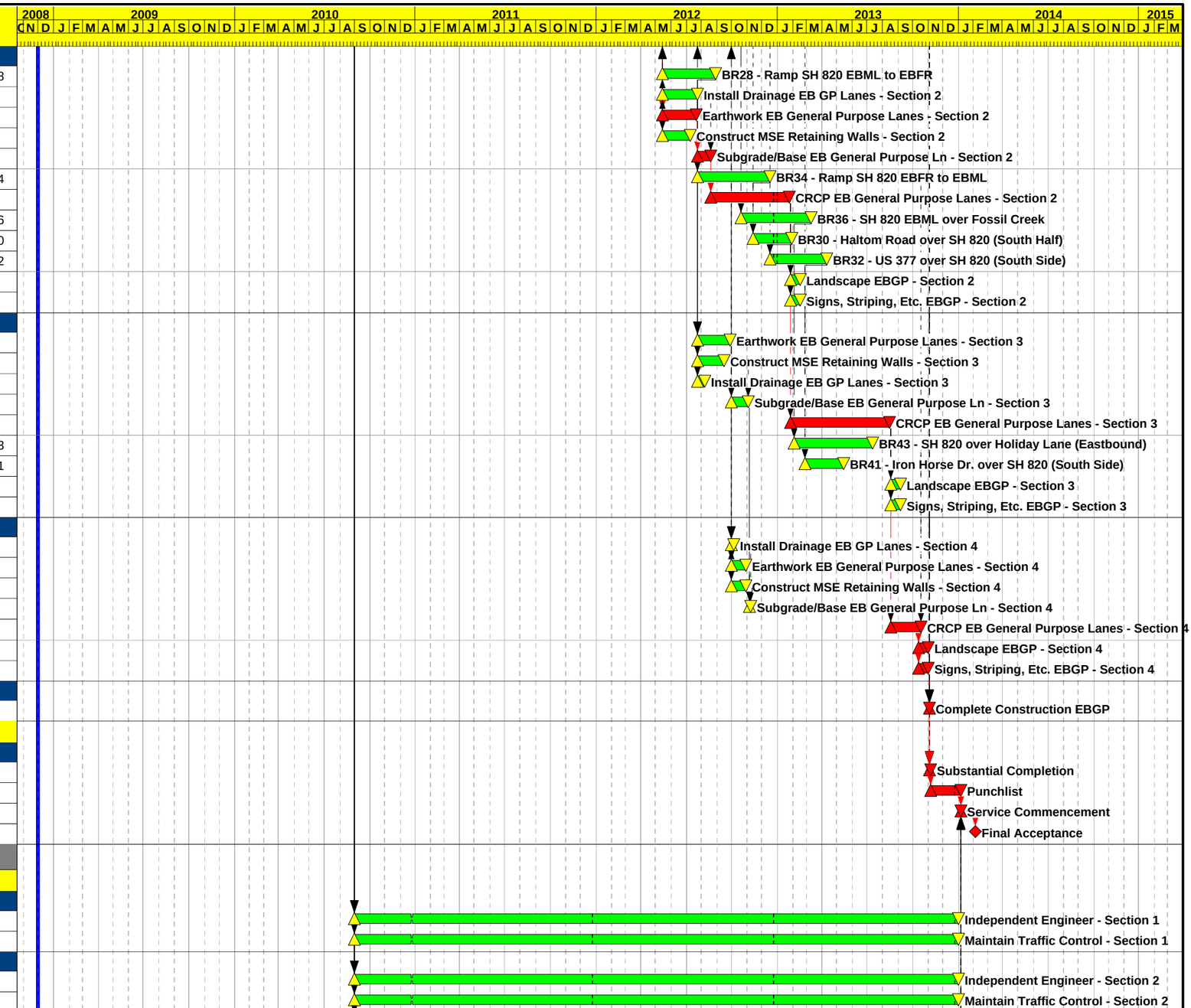
North Tarrant Expressway

Preliminary Baseline Schedule

Date	Revision	Checked	Approved

Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	WBS
Section 2 - Beach St. to Fossil Creek						
BR1800	BR28 - Ramp SH 820 EBML to EBFR	91	91	15MAY12	28AUG12	1.5. 4.2.1.28
DR0230	Install Drainage EB GP Lanes - Section 2	51	51	15MAY12	24JUL12	1.5. 3.2
EW0230	Earthwork EB General Purpose Lanes - Section 2	49	49	15MAY12	20JUL12	1.5. 2.2.1
WL0100	Construct MSE Retaining Walls - Section 2	40	40	15MAY12	09JUL12	1.5. 4.2.2
SG0310	Subgrade/Base EB General Purpose Ln - Section 2	21	21	23JUL12	20AUG12	1.5. 2.2.2
BR2000	BR34 - Ramp SH 820 EBFR to EBML	125	125	25JUL12	17DEC12	1.5. 4.2.1.34
CP0310	CRCP EB General Purpose Lanes - Section 2	112	112	21AUG12	25JAN13	1.5. 2.2.3
BR0500	BR36 - SH 820 EBML over Fossil Creek	121	121	19OCT12	09MAR13	1.5. 4.2.1.36
BR1100	BR30 - Haltom Road over SH 820 (South Half)	54	54	13NOV12	29JAN13	1.5. 4.2.1.30
BR2600	BR32 - US 377 over SH 820 (South Side)	80	80	17DEC12	09APR13	1.5. 4.2.1.32
LA0140	Landscape EBGP - Section 2	15	15	28JAN13	15FEB13	1.5. 6.2
TR0140	Signs, Striping, Etc. EBGP - Section 2	15	15	28JAN13	15FEB13	1.5. 7.2
Section 3 - Fossil Creek to Holiday Ln.						
EW0240	Earthwork EB General Purpose Lanes - Section 3	50	50	23JUL12	28SEP12	1.5. 2.3.1
WL0110	Construct MSE Retaining Walls - Section 3	40	40	23JUL12	14SEP12	1.5. 4.3.2
DR0240	Install Drainage EB GP Lanes - Section 3	9	9	25JUL12	06AUG12	1.5. 3.3
SG0320	Subgrade/Base EB General Purpose Ln - Section 3	25	25	01OCT12	02NOV12	1.5. 2.3.2
CP0320	CRCP EB General Purpose Lanes - Section 3	145	145	28JAN13	16AUG13	1.5. 2.3.3
BR1700	BR43 - SH 820 over Holiday Lane (Eastbound)	138	138	04FEB13	13JUL13	1.5. 4.3.1.43
BR1400	BR41 - Iron Horse Dr. over SH 820 (South Side)	56	56	27FEB13	15MAY13	1.5. 4.3.1.41
LA0150	Landscape EBGP - Section 3	15	15	19AUG13	06SEP13	1.5. 6.3
TR0150	Signs, Striping, Etc. EBGP - Section 3	15	15	19AUG13	06SEP13	1.5. 7.3
Section 4 - Holiday Ln. to East End						
DR0250	Install Drainage EB GP Lanes - Section 4	4	4	01OCT12	04OCT12	1.5. 3.4
EW0250	Earthwork EB General Purpose Lanes - Section 4	21	21	01OCT12	29OCT12	1.5. 2.4.1
WL0120	Construct MSE Retaining Walls - Section 4	21	21	01OCT12	29OCT12	1.5. 4.4.2
SG0330	Subgrade/Base EB General Purpose Ln - Section 4	4	4	05NOV12	08NOV12	1.5. 2.4.2
CP0330	CRCP EB General Purpose Lanes - Section 4	45	45	19AUG13	18OCT13	1.5. 2.4.3
LA0160	Landscape EBGP - Section 4	15	15	14OCT13	01NOV13	1.5. 6.4
TR0160	Signs, Striping, Etc. EBGP - Section 4	15	15	14OCT13	01NOV13	1.5. 7.4
All Section						
XX0070	Complete Construction EBGP	1	1	04NOV13	04NOV13	1.5
No Location						
All Section						
XX9000	Substantial Completion	1	1	05NOV13	05NOV13	1.5
XX0065	Punchlist	60	60	06NOV13	05JAN14	1.5
XX9020	Service Commencement	1	1	06JAN14	06JAN14	1.5
XX9999	Final Acceptance	0	0		05FEB14	1.5
Ongoing Project Activities						
All Locations						
Section 1 - West End to Beach St.						
IE0010	Independent Engineer - Section 1	1,215	1,215	01SEP10	01JAN14	1.5.12.1
TC0010	Maintain Traffic Control - Section 1	1,215	1,215	01SEP10	01JAN14	1.5. 9.1
Section 2 - Beach St. to Fossil Creek						
IE0020	Independent Engineer - Section 2	1,215	1,215	01SEP10	01JAN14	1.5.12.2
TC0020	Maintain Traffic Control - Section 2	1,215	1,215	01SEP10	01JAN14	1.5. 9.2



Start Date	17NOV08
Finish Date	05FEB14
Data Date	01DEC08
Run Date	25NOV08 12:13

Early Bar
Progress Bar
Critical Activity

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NTEP

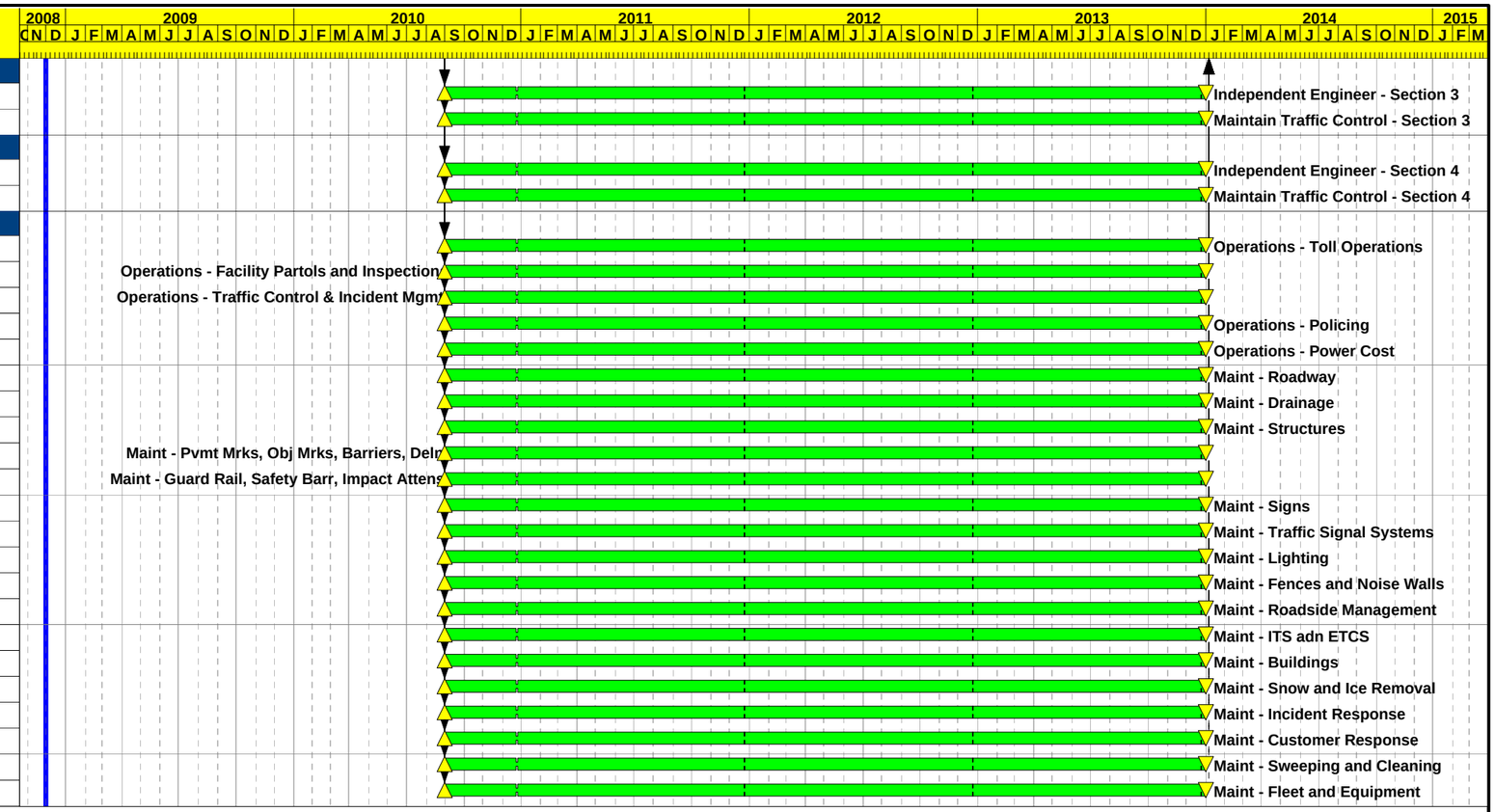
Sheet 10 of 11

North Tarrant Expressway

Preliminary Baseline Schedule

Date	Revision	Checked	Approved

Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	WBS
Section 3 - Fossil Creek to Holiday Ln.						
IE0030	Independent Engineer - Section 3	1,215	1,215	01SEP10	01JAN14	1.5.12.3
TC0030	Maintain Traffic Control - Section 3	1,215	1,215	01SEP10	01JAN14	1.5. 9.3
Section 4 - Holiday Ln. to East End						
IE0040	Independent Engineer - Section 4	1,215	1,215	01SEP10	01JAN14	1.5.12.4
TC0040	Maintain Traffic Control - Section 4	1,215	1,215	01SEP10	01JAN14	1.5. 9.4
All Section						
OM0010	Operations - Toll Operations	1,215	1,215	01SEP10	01JAN14	1.6. 1
OM0020	Operations - Facility Partols and Inspections	1,215	1,215	01SEP10	01JAN14	1.6. 2
OM0030	Operations - Traffic Control & Incident Mgmt.	1,215	1,215	01SEP10	01JAN14	1.6. 3
OM0040	Operations - Policing	1,215	1,215	01SEP10	01JAN14	1.6. 4
OM0050	Operations - Power Cost	1,215	1,215	01SEP10	01JAN14	1.6. 5
OM0060	Maint - Roadway	1,215	1,215	01SEP10	01JAN14	1.7. 1
OM0070	Maint - Drainage	1,215	1,215	01SEP10	01JAN14	1.7. 2
OM0080	Maint - Structures	1,215	1,215	01SEP10	01JAN14	1.7. 3
OM0090	Maint - Pvmt Mrks, Obj Mrks, Barriers, Deln.	1,215	1,215	01SEP10	01JAN14	1.7. 4
OM0100	Maint - Guard Rail, Safety Barr, Impact Attens.	1,215	1,215	01SEP10	01JAN14	1.7. 5
OM0110	Maint - Signs	1,215	1,215	01SEP10	01JAN14	1.7. 6
OM0120	Maint - Traffic Signal Systems	1,215	1,215	01SEP10	01JAN14	1.7. 7
OM0130	Maint - Lighting	1,215	1,215	01SEP10	01JAN14	1.7. 8
OM0140	Maint - Fences and Noise Walls	1,215	1,215	01SEP10	01JAN14	1.7. 9
OM0150	Maint - Roadside Management	1,215	1,215	01SEP10	01JAN14	1.7.10
OM0160	Maint - ITS adn ETCS	1,215	1,215	01SEP10	01JAN14	1.7.11
OM0170	Maint - Buildings	1,215	1,215	01SEP10	01JAN14	1.7.12
OM0180	Maint - Snow and Ice Removal	1,215	1,215	01SEP10	01JAN14	1.7.13
OM0190	Maint - Incident Response	1,215	1,215	01SEP10	01JAN14	1.7.14
OM0200	Maint - Customer Response	1,215	1,215	01SEP10	01JAN14	1.7.15
OM0210	Maint - Sweeping and Cleaning	1,215	1,215	01SEP10	01JAN14	1.7.16
OM0220	Maint - Fleet and Equipment	1,215	1,215	01SEP10	01JAN14	1.7.17



Start Date	17NOV08
Finish Date	05FEB14
Data Date	01DEC08
Run Date	25NOV08 12:13

Early Bar
Progress Bar
Critical Activity

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NTEP

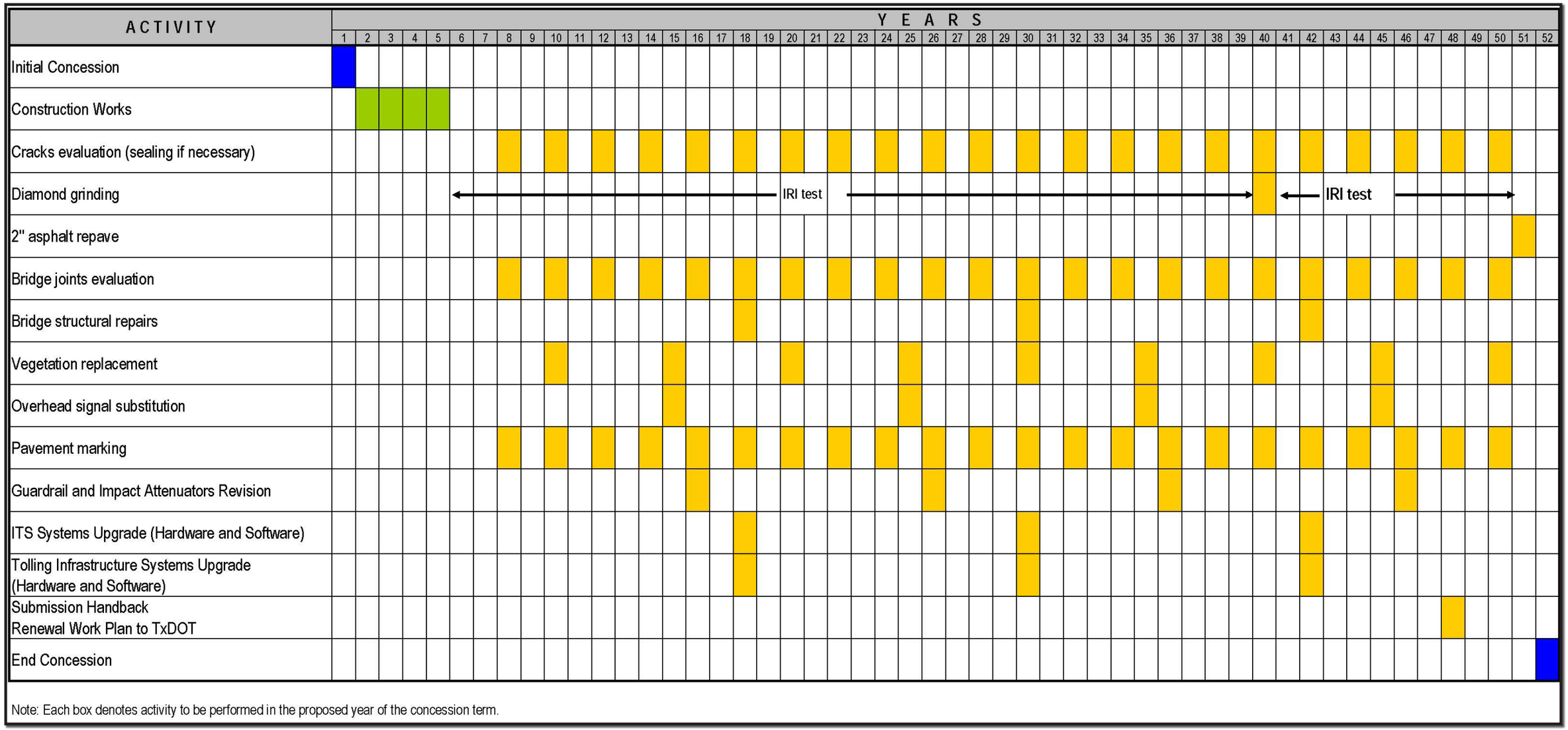
Sheet 11 of 11

North Tarrant Expressway

Preliminary Baseline Schedule

Date	Revision	Checked	Approved

PRELIMINARY RENEWAL WORK SCHEDULE



Note: Each box denotes activity to be performed in the proposed year of the concession term.

The OHL Team is pleased to submit a **Letter of Credit** to indicate our financial credibility.

JPMorganChase

COPY

JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

NOV 25, 2008
OUR L/C NO.: CPCS-703178
APPLICANT REF. NO.: 1500SBLC937406

TO,
TEXAS DEPARTMENT OF TRANSPORTATION
125 E. 11TH STREET
AUSTIN, TEXAS 78701-2483

APPLICANT:
OHL INFRAESTRUCTURE, INC.
5914 W COURTYARD DR. STE.160
AUSTIN, TX 78730

TAX ID NUMBER 14-1970994

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR DETAILED HEREIN SUBJECT TO ISP98:

TRANSACTION REFERENCE NUMBER: CPCS-703178

DATE OF ISSUE: NOVEMBER 25, 2008

DATE AND PLACE OF EXPIRY: JUNE 1, 2009 AT OUR COUNTERS

DOCUMENTARY CREDIT AMOUNT: USD 50,000,000.00

AVAILABLE WITH: JPMORGAN CHASE BANK, N.A.

PLACE OF PRESENTATION OF DOCUMENTS: 707 TRAVIS ST., 9TH FLOOR
HOUSTON, TX 77002
ATTN: LESLYE D CLAYBORNE

OR

300 S. RIVERSIDE PLAZA
MAIL CODE IL1-0236
CHICAGO, IL 60606-0236
ATN: STANDBY LETTER OF CREDIT DEPT.

LETTER OF CREDIT NUMBER: CPCS-703178

JPMorganChase

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JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

NOV 25, 2008
OUR L/C NO.: CPCS-703178
APPLICANT REF. NO.: 1500SBLC937406

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT IN FAVOR OF TEXAS DEPARTMENT OF TRANSPORTATION FOR THE AMOUNT OF U.S. $ 50,000,000.00 (FIFTY MILLION AND NO/100 U.S. DOLLARS), AVAILABLE BY DRAFT(S) AT SIGHT DRAWN ON JPMORGAN CHASE BANK, N.A. (THE 'ISSUER') FOR THE AMOUNT OF U.S. $50,000,000.00 AND SHALL:

1. IDENTIFY THIS IRREVOCABLE STANDBY LETTER OF CREDIT BY THE NAME OF THE ISSUER, AND THE LETTER OF CREDIT NUMBER, AMOUNT, AND PLACE AND DATE OF ISSUE;

AND

2. BE ACCOMPANIED BY THE BENEFICIARY'S SIGNED AND DATED STATEMENT STATING ONE OF THE FOLLOWING:

(A) 'THIS DRAWING IS DUE TO OHL INFRAESTRUCTURE'S WITHDRAWAL OF ALL OR ANY PART OF ITS PROPOSAL PRIOR TO 180 DAYS FOLLOWING THE PROPOSAL DUE DATE, WITHOUT TEXAS DEPARTMENT OF TRANSPORTATION'S CONSENT, EXCEPT AS SPECIFICALLY PERMITTED UNDER THE ITP.'

OR

(B) 'THIS DRAWING IS DUE TO OHL INFRAESTRUCTURE'S FAILURE TO INCREASE THE PROPOSAL SECURITY AS REQUIRED BY ITP EXHIBIT B, SECTION 3.3.'

OR

(C) 'THIS DRAWING IS DUE TO OHL INFRAESTRUCTURE'S FAILURE, AFTER CONDITIONAL AWARD OF THE CDAS, TO EXECUTE AND DELIVER TO TEXAS DEPARTMENT OF TRANSPORTAION THE CDAS AND ALL OTHER DOCUMENTS REQUIRED IN ITP SECTION 6.1.1 BY THE DEADLINE THEREFOR, WITHOUT EXCUSE UNDER ITP SECTION 4.7.'

OR

(D) 'THIS DRAWING IS DUE TO OHL INFRAESTRUCTURE'S FAILURE TO ACHIEVE FINANCIAL CLOSE BY THE DEADLINE SET FORTH IN ITP SECTION 1.5.3 WITHOUT EXCUSE UNDER ITP SECTION 4.7 AND FAILURE TO EXERCISE THE OPTION TO EXTEND

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NOV 25, 2008
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APPLICANT REF. NO.: 1500SBLC937406

FINANCIAL CLOSE AS SET FORTH IN ITP SECTION 5.12.6.'

OR

(E) 'THIS DRAWING IS DUE TO OHL INFRAESTRUCTURE'S WITHDRAWAL, REPUDIATION OR OTHER INDICATION THAT IT WILL NOT MEET ANY COMMITMENTS MADE IN ITS PROPOSAL PRIOR TO THE TIME ALLOWED FOR TEXAS DEPARTMENT OF TRANSPORATION EXECUTION OF THE CDA.'

ALL DRAFT(S) WILL BE HONORED IF PRESENTED TO JPMORGAN CHASE BANK, N.A. 707 TRAVIS ST., 9TH FLOOR, HOUSTON, TX 77002, ATTN: LESLYE D CLAYBORNE OR AT 300 S. RIVERSIDE PLAZA, MAIL CODE IL1-0236, CHICAGO, IL 60606-0236, ATTN: STANDBY LETTER OF CREDIT UNIT, ON OR BEFORE THE STATED EXPIRATION DATE DESCRIBED ABOVE.

IF A DEMAND FOR PAYMENT IS MADE BY YOU HEREUNDER AT OR PRIOR TO 10:00 A.M., CENTRAL TIME, ON ANY WEEKDAY (I.E., MONDAY THROUGH FRIDAY, EXCLUDING TEXAS STATE HOLIDAYS AND U.S. FEDERAL HOLIDAYS) (A 'BUSINESS DAY'), AND PROVIDED THAT SUCH DEMAND FOR PAYMENT CONFORMS TO THE TERMS AND CONDITIONS HEREOF, PAYMENT SHALL BE MADE BY US TO YOU IN IMMEDIATELY AVAILABLE FUNDS FREE AND CLEAR OF AND WITHOUT DEDUCTION FOR ANY TAXES, DUTIES, FEES, LIENS, SET-OFFS OR OTHER DEDUCTIONS OF ANY KIND AND REGARDLESS OF ANY OBJECTION BY ANY THIRD PARTY (SUBJECT TO ANY COURT ORDER OR JUDGMENT), TO THE ACCOUNT DESIGNATED IN THE FORMAT BELOW OR SUCH OTHER ACCOUNT AT A NATIONAL BANK IN THE UNITED STATES OF AMERICA THAT YOU MAY DESIGNATE IN THE DEMAND FOR PAYMENT ON THE NEXT BUSINESS DAY AFTER DEMAND IS MADE. IF A DEMAND FOR PAYMENT IS MADE BY YOU HEREUNDER AFTER 10:00 A.M., CENTRAL TIME, ON A BUSINESS DAY, AND PROVIDED THAT SUCH DEMAND FOR PAYMENT CONFORMS TO THE TERMS AND CONDITIONS HEREOF, SUCH PAYMENT SHALL BE MADE NO LATER THAN THE CLOSE OF BUSINESS, LOCAL TIME OF THE LOCATION OF THE ACCOUNT DESIGNATED IN THE FORMAT BELOW OR SUCH OTHER ACCOUNT AT A NATIONAL BANK IN THE UNITED STATES OF AMERICA THAT YOU MAY DESIGNATE IN THE DEMAND FOR PAYMENT, ON THE SECOND BUSINESS DAY AFTER DEMAND IS MADE. PAYMENT UNDER THIS LETTER OF CREDIT SHALL BE MADE IN SAME DAY FUNDS, BY WIRE TRANSFER TO YOUR ACCOUNT DESCRIBED IN THE FORMAT BELOW OR SUCH OTHER ACCOUNT AS YOU MAY DESIGNATE IN WRITING.

FINANCIAL INSTITUTION: _____

JPMorganChase

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JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

NOV 25, 2008
OUR L/C NO.: CPCS-703178
APPLICANT REF. NO.: 1500SBLC937406

ROUTING NUMBER: _____
ACCOUNT NAME: _____
ACCOUNT NUMBER TO CREDIT: _____
REFERENCE: _____
ATTENTION: _____

ALL BANK CHARGES AND COMMISSIONS INCURRED IN CONNECTION WITH THE ISSUANCE, ADMINISTRATION, ADVISEMENT, CONFIRMATION, NEGOTIATION OR ANY OTHER FEES ASSOCIATED WITH THIS LETTER OF CREDIT INCLUDING ANY DRAWINGS HEREUNDER) SHALL BE FOR THE ACCOUNT OF THE APPLICANT.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES ('ISP98') INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (THE 'UNIFORM CUSTOMS'), WHICH SHALL IN ALL RESPECTS BE DEEMED A ART HEREOF AS FULLY AS IF INCORPORATED HEREIN EXCEPT AS MODIFIED HEREBY.

THIS LETTER OF CREDIT IS ISSUED UNDER THE LAWS OF THE STATE OF TEXAS AND APPLICABLE U.S. FEDERAL LAW, AND SHALL, AS TO MATTERS NOT GOVERNED BY UNIFORM CUSTOMS, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE, ARTICLE 5 OF THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

ANY FAILURE BY YOU TO DRAW UPON THIS LETTER OF CREDIT AS PERMITTED HEREUNDER SHALL NOT CAUSE THIS LETTER OF CREDIT TO BE UNAVAILABLE FOR ANY FUTURE DRAWING, PROVIDED THAT THIS LETTER OF CREDIT HAS NOT EXPIRED PRIOR TO SUCH FUTURE DRAWING AND THAT ALL REQUIREMENTS OF THIS LETTER OF CREDIT ARE INDEPENDENTLY SATISFIED WITH RESPECT TO ANY SUCH FUTURE DRAWING.

IF LEGAL PROCEEDINGS ARE INITIATED BY ANY PARTY WITH RESPECT TO PAYMENT OF THE LETTER OF CREDIT, WE AGREE THAT SUCH PROCEEDING SHALL BE SUBJECT TO TEXAS COURTS AND LAW.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT UNIT, 300 S. RIVERSIDE PLAZA, MAIL CODE IL1-0236, CHICAGO, IL 60606-0236, INCLUDING THE LETTER OF CREDIT UMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY CLIENT SERVICE UNIT AT 1-800-634-1969, SELECT OPTION 1 AND HAVE

JPMorganChase

COPY

JPMorgan Chase Bank, N.A.
c/o JPMorgan Treasury Services
Global Trade Services
10420 Highland Manor Drive
Tampa, FL 33610

NOV 25, 2008
OUR L/C NO.: CPCS-703178
APPLICANT REF. NO.: 1500SBLC937406

THIS LETTER OF CREDIT NUMBER AVAILABLE.

JPMORGAN CHASE BANK, N.A.

BY: V. Sh de Bryn
AUTHORIZED SIGNATURE

ESCROW AGREEMENT—Form M

(NORTH TARRANT EXPRESS)

THIS ESCROW AGREEMENT (this **"Agreement"**) is made and entered into as of this _4th day of November, 2008, by and between OHL Infrastructure, Inc., a _Corporation__("**Proposer**"), and _Naman Howell Smith & Lee, LLP ("**Escrow Agent**"), to and for the benefit of the Texas Department of Transportation ("**TxDOT**"), an agency of the State of Texas, with reference to the following facts:

A. TxDOT has issued a Request for Proposals dated _March 3, 2008, as amended (the "**RFP**") for the North Tarrant Express (the **"Project"**). Initially capitalized terms not defined herein shall have the meanings set forth in the RFP.

B. Proposer wishes to submit to TxDOT a proposal (the **"Proposal"**) in response to the RFP.

C. In accordance with Section 4.4.4 of the Instructions to Proposers ("**ITP**"), Proposer is depositing certain materials relating to its Proposal, including portions of its Proposal (the "**Escrowed Materials**") with the Escrow Agent to be held in a secure location and available for review by TxDOT as specified herein.

D. Proposer wishes to employ the services of Escrow Agent to act as the escrow holder with regard to the Escrowed Materials for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Proposer hereby irrevocably provides the following escrow instructions to Escrow Agent. These Escrow Instructions, although provided unilaterally, are specifically for the benefit of TxDOT as an intended third party beneficiary and may not be revised, supplemented, waived or withdrawn without the prior written consent of TxDOT's authorized representative.

1. Designation of Authorized Representatives. Any initial authorized representatives of Proposer shall be identified in writing by use of the Certificate of Authorized Proposer Representative, attached hereto as Exhibit A-1. From time to time Proposer may designate alternative or additional authorized representatives by submitting a new Certificate of Authorized Proposer Representative to the Escrow Agent and TxDOT. Any initial authorized representatives of TxDOT shall be identified in writing by use of the Certificate of Authorized TxDOT Representative in the form attached hereto as Exhibit A-2. TxDOT may from time to time designate alternative or additional authorized representatives upon submission to the Escrow Agent and to Proposer a new certificate of Authorized TxDOT Representative.

2. Deposit. Proposer hereby deposits with Escrow Agent the Escrowed Materials, consisting of 3 separately sealed boxes labeled OHL Infrastructure: Escrowed Financial Proposal for the TxDOT North Tarrant Express Project- Financial Model and Forms, OHL Infrastructure: Escrow Agreement for the

TxDOT North Tarrant Express Project, and OHL Infrastructure: Copy of Technical Proposal and CDA for Segments 2-4 for the TxDOT North Tarrant Express Project. The Proposer will also complete and deliver to the Escrow Agent the Receipt of Initial Intellectual Property for Escrow Deposit, attached hereto as Exhibit B. At the time of deposit, the Escrow Agent and Proposer shall verify the boxes and acknowledge that verification by execution of Exhibit B. Proposer may from time to time deposit additional property to be held as Escrowed Materials, provided such additional property is identified in writing in a form substantially similar to that attached hereto as Exhibit C. Escrow Agent agrees to hold the Escrowed Materials in safekeeping under the terms and conditions of this Agreement.

3. Manner of Holding of Escrowed Materials.

(a) Escrow Agent shall hold the Escrowed Materials in a designated area on the premises of Escrow Agent located at 8310 Capital of Texas Highway North, Suite 490, Austin, Texas 78731, or such other address within a ten-mile radius of 125 East 11th Street, in the City of Austin, Texas as is specified to TxDOT and the Proposer in writing not later than fifteen (15) days prior to the time such Escrowed Materials are to be relocated to such new location. The Escrowed Materials shall be stored in an area that is locked at all times.

(b) During the term hereof, Escrow Agent shall allow access to the Escrowed Materials only to such agents, attorneys or employees of TxDOT or designated third parties identified by TxDOT's authorized representative in writing in a Project Specific Authorized Personnel list (a "Permission List") attached hereto as Exhibit D as the same may be amended from time to time (the term "TxDOT" as used in this Agreement is inclusive of all agents, attorneys or employees of TxDOT and designated third parties designated in the Permission List as authorized personnel. Except as set forth in the preceding sentence, the authorized representative of TxDOT may not permit any third party to review the Escrowed Materials. Such authorized access shall include the ready ability of TxDOT to temporarily place and operate computerized programs, applications, data and electronic files that are included in the Escrowed Materials on a stand-alone secure personal computer. Any person that is granted access to the Escrowed Materials pursuant to the terms hereof is referred to as a "Reviewer."

(c) During the first seven days following receipt of the Escrowed Materials, the Escrow Agent shall allow TxDOT access to the escrow site weekdays from 8:00 a.m. to 8:00 p.m. and from 10:00 a.m. to 3:00 p.m. on the first weekend. Thereafter, TxDOT shall provide notice to Escrow Agent at least one business day in advance of its planned review of Escrowed Materials during the Escrow Agent's normal business hours of 8:00 a.m. – 5:00 p.m., Austin, Texas time, Monday through Friday, or on a weekday night and at least two business days in advance of its planned review of Escrowed Materials on a weekend. During the term hereof, Escrow Agent shall provide reasonable access for TxDOT reviews beyond Escrow Agent's regular business hours. Access to the Escrowed Materials shall be subject to compliance with the procedures of the Escrow Agent described herein, which are designed to maintain proper control over access to the Escrow Agent's office and any confidential or proprietary information of the Escrow Agent or its clients. In particular, the Escrow Agent will require that at least

one employee of the Escrow Agent shall be present at all times that Escrowed Materials are being reviewed on its premises.

(d) Notwithstanding the preceding sentence, neither the Escrow Agent nor its duly authorized agents shall in any way have the duty to monitor the activity of the Reviewers. Proposer agrees and acknowledges that Escrow Agent is providing a storage facility that is restricted to the Escrow Agent's employees and duly authorized agents, that the Escrowed Materials will be further secured in a locked storage area, and that the Escrow Agent will verify that each person seeking access to the Escrowed Materials has been identified in the Permission List by requiring the person seeking access to the Escrowed Materials to produce a current driver's license bearing that individual's image.

(e) Proposer further agrees that the Escrow Agent shall not be required to ensure that any person granted access to the Escrowed Materials in accordance with the procedure provided in this section (i) commits no unlawful act in relation to the Escrowed Materials, (ii) willfully, recklessly or negligently removes Escrowed Materials from the premises, or otherwise uses such materials inappropriately or inconsistent with the intents of Proposer or the confidentiality agreement described below; or (iii) willfully, recklessly or negligently damages or destroys any part of the Escrowed Materials. Escrow Agent shall not undertake to examine the person, clothing or personal effects of any Reviewer to determine whether such person is removing any part of the Escrowed Materials from the Escrow Agent. In addition, Reviewers will be required to sign-in and sign-out when reviewing Escrowed Materials. Finally, the Reviewers will be required to agree to maintain the confidentiality of the Escrowed Materials, and any proprietary or confidential information of the Escrow Agent or its clients upon signing in to review the Escrowed Materials.

(f) No access shall be given to any representative of Proposer unless TxDOT agrees to such access in writing. No third party, including the employees of Escrow Agent, shall be allowed access to the Escrowed Materials, although this shall not preclude employees of Escrow Agent from having access to the locked area for other purposes. Notwithstanding the foregoing, Escrow Agent or its duly authorized agents shall have the right to examine the external surface of the Escrowed Materials in order to perform audits. For purposes of the preceding sentence, any audit of the Escrowed Materials shall be limited to an examination of the alpha-numeric sequence numbers recorded on the outside container, binding or envelope in which the Escrowed Materials are stored. Accordingly, Escrow Agent's examination may determine whether the contents of such container, binding or envelope have been removed, disturbed, damaged or destroyed. The Escrow Agent shall have no duty to supply any computers, printers or other devices necessary to access, review or verify the Escrowed Materials.

(g) In no event shall TxDOT, the Proposer or any person or entity selected or appointed by them have the right to access, connect to or otherwise use any computer or other network of the Escrow Agent, other than to have access to electricity. Reviewers will not have access to Escrow Agent's wireless computer networks and will agree to not attempt to gain access. Escrow Agent shall not be responsible for Reviewers' use of cell phones or other wireless devices to communicate any portion of the data or information contained in the Escrowed Materials, whether

from the premises of Escrow Agent or otherwise. Further, Escrow Agent shall not be responsible for the use of any computer by the Reviewers or for the use of any Escrowed Materials (or portions thereof), information or data that may be retained on a computer hard drive or other memory device. Any responsibility for the "wiping" of hard drives or other equipment shall be that of TxDOT.

(h) Any additional material used by TxDOT while conducting reviews of the Escrowed Materials (collectively, "Additional Materials") shall be added to the deposit made hereunder and treated in the same manner by the escrow agent as those materials deposited by the Proposer, provided such Additional Materials are identified in writing in a form substantially similar to that attached hereto as Exhibit E. These Additional Materials could include, but are not limited to, computers, printers, workpapers, thumb-drives, CD-ROMs or hand-written notes.

4. Release of Escrowed Materials; Delivery of Intellectual Property Escrow Agreement.

(a) Escrow Agent shall release the Escrowed Materials deposited hereunder only upon receipt by Escrow Agent of (i) a certificate signed by TxDOT's authorized representative, certifying that TxDOT has determined not to enter into a contract with Proposer and has executed a Comprehensive Development Agreement ("**CDA**") with another party, in which event the Escrowed Materials shall be released as directed by Proposer; (ii) a certificate signed by TxDOT's authorized representative, certifying that TxDOT has decided to terminate the procurement, in which event the Escrowed Materials shall be released as directed by Proposer; (iii) joint instructions from the authorized representatives of Proposer and TxDOT directing release of the Escrowed Materials, in which event the Escrowed Materials shall be released as provided therein; or (iv) written instructions from TxDOT's authorized representative, without any further required action or consent by Proposer, directing release of the Escrowed Materials to the Office of the Attorney General, in which event the Escrowed Materials shall be released to the Attorney General by Escrow Agent as directed by TxDOT. Evidence of such release shall be made via delivery of the Release of Intellectual Property from Escrow – Exhibit F, executed and acknowledged by the Escrow Agent and the Depositor. Any Additional Materials deposited by TxDOT shall be released to TxDOT or the Office of the Attorney General in the same manner, with a copy of Exhibit F to be provided to the Proposer.

(b) If TxDOT and the Proposer enter into a CDA, the Proposer and an escrow agent, which may be the Escrow Agent, shall hold the Escrowed Materials in escrow pursuant to the terms and conditions set forth in one or more Intellectual Property Escrow Agreements to be executed by the Proposer and such escrow agent. In the event the escrow agent under the Intellectual Property Escrow Agreement(s) is not the Escrow Agent, the Escrowed Materials shall be released and transferred to the new escrow and escrow agent under the Intellectual Property Escrow Agreement(s) upon the joint written instructions of TxDOT and the Proposer. For purposes of the preceding sentence, Escrow Agent shall use such methods of transfer as shall be directed in writing by TxDOT and the Proposer, provided any costs associated with such transfer shall have been provided for by Proposer, and Escrow

Agent has received any satisfactory indemnification it might require in relation to such transfer.

5. Rights of Escrow Agent. If conflicting demands are made or notices serviced upon Escrow Agent with respect to this escrow, including but not limited to demands or notices related to an open records request or a Freedom of Information Act request, the parties hereto expressly agree that Escrow Agent shall have the absolute right at its election to do any of the following at the expense (including fees and expenses of attorneys for Escrow Agent) of the Proposer:

(a) withhold and stop all further proceedings in, and performance of this escrow;

(b) file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves; or

(c) deliver all Escrowed Materials with seals intact to another location to be selected by Proposer within 30 days after Escrow Agent delivers notice thereof to TxDOT.

6. Fees. Proposer shall pay all fees and expenses in connection with Escrow Agent's obligations under this Agreement, as set forth on Exhibit G attached hereto.

7. Notices. Any communication, notice or demand of any kind whatsoever under this Agreement shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by facsimile (with receipt confirmed by telephone) or electronic-mail (with receipt confirmed by return email), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Proposer:

5914 West Courtyard Drive, Suite 160
Austin, Texas 78730
Attention: Roberto Hombrados
Telephone: 512-860-3850
Facsimile: 512-860-3851

If to TxDOT:

Texas Department of Transportation
Texas Turnpike Authority Division
125 E. 11th Street
Austin, TX 78701
Attention: Mohammad Al Hweil, P.E.
Telephone: (512)- 936-0980
Facsimile: (512)-936-0970

With copies to:

Texas Department of Transportation
Office of General Counsel
125 East 11th Street
Attention: General Counsel
Telephone: (512) 463-8630
Facsimile: (512) 475-3070

If to the Escrow Agent:
Naman Howell Smith & Lee, LLP
Attn: William C. Blount
8310 Capital of Texas Highway North, Suite 490
Austin, Texas 78731

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 7 are effective upon delivery, if delivered personally or by overnight mail, upon confirmed transmission if by electronic communication, and are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

8. Representations. Proposer represents and warrants that neither Proposer nor any members of its team has a financial or other interest in, or relationship with, the Escrow Agent or its principals or officers, except that Escrow Agent may be the depository for accounts or escrowed documents maintained by such entities. Escrow Agent represents and warrants that it has no financial or other interest in, or relationship with, the Proposer, the Proposer's team members identified to Escrow Agent, or their principals or officers, except as a depository for accounts or escrowed documents. Escrow Agent further represents, warrants and covenants that the employees of Escrow Agent who have access to the Escrowed Materials also have no such interest or relation with such entities.

9. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

10. Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

11. Governing Law. The laws of the State of Texas shall govern this Agreement.

12. Liability of Escrow Agent.

(a) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this

Agreement or any other person. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, including without limitation any Proposal or any CDA. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

(b) The Escrow Agent shall have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of any notices, requests, securities, checks, or other documents or instruments submitted to it in connection with its duties hereunder. The Escrow Agent shall be entitled to deem the signatories of any documents or instruments submitted to it hereunder as being those purported to be authorized to sign such documents or instruments on behalf of the parties hereto, and shall be entitled to rely upon the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind.

(c) Escrow Agent shall place the Escrowed Materials in secure location so as to satisfy the requirements of Section 3 above. The Escrow Agent, however, does not insure that the Escrowed Materials will not be damaged or destroyed due to temperature, humidity, fire, smoke, electrical interference or other environmental factors, and the Escrow Agent is only required to take the same precautions to control the environment in which the Escrowed Materials will be stored as it would normally take in the storage of paper documentation.

(d) Escrow Agent shall not be required to advance its own funds, nor to incur an personal financial obligation in the performance of its duties hereunder.

13. Indemnification of Escrow Agent. The Escrow Agent shall be, and hereby is, indemnified and saved harmless by the Proposer from and against any and all losses, liabilities, damages, costs and expenses, including without limitation attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrowed Materials or arising from the performance of its duties hereunder, including but not limited to compliance with court orders, subpoenas and Attorney General opinions, unless such losses, liabilities, damages, costs and expenses shall have been finally adjudicated to have primarily resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement. Any liability of Escrow Agent hereunder shall be limited to the total amount of fees it has received from Proposer under this Escrow Agreement.

14. Assignment. No assignment of the interest of any of the parties hereto shall be binding upon the Escrow Agent unless and until written notice of such assignment shall be delivered to and acknowledged by the Escrow Agent.

15. Advice of Counsel. The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel addressed and delivered to the Escrow Agent. The Escrow Agent shall have the right to perform any of its duties hereunder through its agents, attorneys, custodians or nominees.

16. Resignation of Escrow Agent. The Escrow Agent may resign as such following the giving of ninety (90) calendar days prior written notice to the Proposer and TxDOT. In such event, the duties of the Escrow Agent shall terminate ninety (90) days after receipt of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrowed Materials then in its possession to a successor escrow agent as shall be appointed by the Proposer and acceptable to TxDOT as evidenced by a written notice filed with the Escrow Agent. If the Proposer has failed to appoint a successor prior to the expiration of ninety (90) calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent located within a 10-mile radius of 125 East 11th Street, Austin, Texas, or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

17. Successor Entity. Any entity into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

18. Court Orders. In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, Escrow Agent shall provide TxDOT and Proposer with written notice within 10 days after the occurrence of such event. The Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ order or decree it shall not be liable to any of the parties hereto or to any other person, firm of corporation, by reason of such compliance notwithstanding such writ, order or decree by subsequently reversed, modified, annulled, set aside or vacated.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

PROPOSER

OHL Infrastructure, Inc.

By: _____
Name: Roberto Hombrados
Title: Authorized Representative

_____

By: _____
Name: _____
Title: _____

_____

By: _____
Name: _____
Title: _____

The escrow provided for in this Agreement is hereby accepted by Escrow Agent.

Naman Howell Smith & Lee, LLP

By: _____
Title: PARTNER

EXHIBIT A-1

CERTIFICATE OF AUTHORIZED PROPOSER REPRESENTATIVE

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of OHL Infrastructure, Inc. and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit A-1 is attached, on behalf of OHL Infrastructure, Inc..

Name / Title	Specimen Signature
Roberto Hombrados Name	Signature
Authorized Representative Title	
Amer Gilani Name	Signature
Authorized Representative Title	
Name	Signature
Title	
Name	Signature
Title	

EXHIBIT A-2

CERTIFICATE OF TXDOT AUTHORIZED REPRESENTATIVE

TxDOT CDA Program Office
7600 Chevy Chase Drive
Building 2, Suite 400
Austin, Texas 78752
Phone: (512) 904-1600
Fax: (512) 904-1699

TM

Certificate of TxDOT Authorized Representative

CERTIFICATE OF TXDOT AUTHORIZED REPRESENTATIVE

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the Texas Department of Transportation and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit A-2 is attached, on behalf of the Texas Department of Transportation.

Name/Title	Specimen Signature
Primary _____ Printed Name	
_____ Title	_____ Signature
Alternate _____ Printed Name	
_____ Title	_____ Signature
Alternate _____ Printed Name	
_____ Title	_____ Signature
Alternate _____ Printed Name	
_____ Title	_____ Signature

Effective Date {_____ INSERT NEW DATE} Replacing {_____ INSERT OLD DATE}

EXHIBIT B

RECEIPT OF INITIAL INTELLECTUAL PROPERTY FOR DEPOSIT

Related to

NORTH TARRANT EXPRESS PROJECT
INTELLECTUAL PROPERTY ESCROW

The following items have been deposited with _____, as Escrow Agent, pursuant to Section 2 of the Escrow Agreement – Form __:

Name of Depositor:_____

Name of Depositor's Representative:_____

Date and Time Received:_____

Description of the Property (include number of items, identifying description on the items):

_____

_____

_____

_____

_____

Received by (Escrow Agent) Signature_____

Depositor's Representative Signature_____

EXHIBIT C

RECEIPT OF ADDITIONAL INTELLECTUAL PROPERTY FOR DEPOSIT

Related to the

NORTH TARRANT EXPRESS PROJECT

INTELLECTUAL PROPERTY ESCROW

The following items have been deposited with _____, as Escrow Agent, pursuant to Section 2 of the Escrow Agreement – Form M:

Name of Depositor:_____

Name of Depositor's Representative:_____

Date and Time Received:_____

Description of the Property (include number of items, identifying description on the items):

_____

_____

_____

_____

_____

Received by (Escrow Agent) Signature_____

Depositor's Representative Signature_____

EXHIBIT D

PROJECT SPECIFIC AUTHORIZED PERSONNEL

TxDOT CDA Program Office
7600 Chevy Chase Drive
Building 2, Suite 400
Austin, Texas 78752
Phone: (512) 904-1600
Fax: (512) 904-1699

TM

Project Specific Authorized Personnel

Project Name:	Project Number:
Late updated: [insert date]	
Doc Ctrl No.:	

Last Name	First Name	Organization	Contact number	Date of Evaluation Training Attendance	Signed Confidentiality Disclosure Agreement

EXHIBIT E

TxDOT CHAIN OF CUSTODY FORM

TxDOT CDA Program Office
7600 Chevy Chase Drive
Building 2, Suite 400
Austin, Texas 78752
Phone: (512) 904-1600
Fax: (512) 904-1699

TM

Chain of Custody

This form provides documentation for the continual control and/or disposition of listed materials being transferred for use and/or storage. Provide a description of the material being transferred, the number of materials being transferred, and the final location for the material being transferred in the appropriate location below. Upon transfer, sign and date this document and provide to the designated representative.

Name: _____ Title: _____ Employer: _____
(Releasing custody)

Description of Materials Being Transferred:

DCN (if applicable)	Project	Owner	Document Description

Number of Items Being Transferred: _____

NOTE: If additional information is necessary to complete the transfer of ownership, include on separate sheet(s) of paper and number the pages on the center bottom of this form.

Date of Transfer: _____
Transfer Location From: _____ To: _____
Transfer Method: _____
SIGNATURE:
(Releasing)_____
SIGNATURE:
(Delivering)_____
SIGNATURE:
(Receiving)_____

Return original to TxDOT CDA Program Administrative Assistant at 7600 Chevy Chase Drive Building 2, Suite 400, Austin, Texas 78752.

ESCROW AGREEMENT

(NORTH TARRANT EXPRESS)

THIS ESCROW AGREEMENT (this **"Agreement"**) is made and entered into as of this 4th day of November, 2008, by and between OHL Infrastructure, Inc., a Delaware Corporation ("**Proposer**"), and Naman Howell Smith & Lee, LLP ("**Escrow Agent**"), to and for the benefit of the Texas Department of Transportation ("**TxDOT**"), an agency of the State of Texas, with reference to the following facts:

A. TxDOT has issued a Request for Proposals dated March 3, 2008, as amended (the "**RFP**") for the North Tarrant Express (the **"Project"**). Initially capitalized terms not defined herein shall have the meanings set forth in the RFP.

B. Proposer wishes to submit to TxDOT a proposal (the **"Proposal"**) in response to the RFP.

C. In accordance with Section 4.4.4 of the Instructions to Proposers ("**ITP**"), Proposer is depositing certain materials relating to its Proposal, including portions of its Proposal (the "**Escrowed Materials**") with the Escrow Agent to be held in a secure location and available for review by TxDOT as specified herein.

D. Proposer wishes to employ the services of Escrow Agent to act as the escrow holder with regard to the Escrowed Materials for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Proposer hereby irrevocably provides the following escrow instructions to Escrow Agent. These Escrow Instructions, although provided unilaterally, are specifically for the benefit of TxDOT as an intended third party beneficiary and may not be revised, supplemented, waived or withdrawn without the prior written consent of TxDOT's authorized representative.

1. Designation of Authorized Representatives. Any initial authorized representatives of Proposer shall be identified in writing by use of the Certificate of Authorized Proposer Representative, attached hereto as Exhibit A-1. From time to time Proposer may designate alternative or additional authorized representatives by submitting a new Certificate of Authorized Proposer Representative to the Escrow Agent and TxDOT. Any initial authorized representatives of TxDOT shall be identified in writing by use of the Certificate of Authorized TxDOT Representative in the form attached hereto as Exhibit A-2. TxDOT may from time to time designate alternative or additional authorized representatives upon submission to the Escrow Agent and to Proposer a new certificate of Authorized TxDOT Representative.

2. Deposit. Proposer hereby deposits with Escrow Agent the Escrowed Materials, consisting of 3 separately sealed boxes labeled OHL Infrastructure: Escrowed Financial Proposal for the TxDOT North Tarrant Express Project- Financial Model and Forms, OHL Infrastructure: Escrow Agreement for the

TxDOT North Tarrant Express Project, and OHL Infrastructure: Copy of Technical Proposal and CDA for Segments 2-4 for the TxDOT North Tarrant Express Project. The Proposer will also complete and deliver to the Escrow Agent the Receipt of Initial Intellectual Property for Escrow Deposit, attached hereto as Exhibit B. At the time of deposit, the Escrow Agent and Proposer shall verify the boxes and acknowledge that verification by execution of Exhibit B. Proposer may from time to time deposit additional property to be held as Escrowed Materials, provided such additional property is identified in writing in a form substantially similar to that attached hereto as Exhibit C. Escrow Agent agrees to hold the Escrowed Materials in safekeeping under the terms and conditions of this Agreement.

3. Manner of Holding of Escrowed Materials.

(a) Escrow Agent shall hold the Escrowed Materials in a designated area on the premises of Escrow Agent located at 8310 Capital of Texas Highway North, Suite 490, Austin, Texas 78731, or such other address within a ten-mile radius of 125 East 11th Street, in the City of Austin, Texas as is specified to TxDOT and the Proposer in writing not later than fifteen (15) days prior to the time such Escrowed Materials are to be relocated to such new location. The Escrowed Materials shall be stored in an area that is locked at all times.

(b) During the term hereof, Escrow Agent shall allow access to the Escrowed Materials only to such agents, attorneys or employees of TxDOT or designated third parties identified by TxDOT's authorized representative in writing in a Project Specific Authorized Personnel list (a "Permission List") attached hereto as Exhibit D as the same may be amended from time to time (the term "TxDOT" as used in this Agreement is inclusive of all agents, attorneys or employees of TxDOT and designated third parties designated in the Permission List as authorized personnel. Except as set forth in the preceding sentence, the authorized representative of TxDOT may not permit any third party to review the Escrowed Materials. Such authorized access shall include the ready ability of TxDOT to temporarily place and operate computerized programs, applications, data and electronic files that are included in the Escrowed Materials on a stand-alone secure personal computer. Any person that is granted access to the Escrowed Materials pursuant to the terms hereof is referred to as a "Reviewer."

(c) During the first seven days following receipt of the Escrowed Materials, the Escrow Agent shall allow TxDOT access to the escrow site weekdays from 8:00 a.m. to 8:00 p.m. and from 10:00 a.m. to 3:00 p.m. on the first weekend. Thereafter, TxDOT shall provide notice to Escrow Agent at least one business day in advance of its planned review of Escrowed Materials during the Escrow Agent's normal business hours of 8:00 a.m. – 5:00 p.m., Austin, Texas time, Monday through Friday, or on a weekday night and at least two business days in advance of its planned review of Escrowed Materials on a weekend. During the term hereof, Escrow Agent shall provide reasonable access for TxDOT reviews beyond Escrow Agent's regular business hours. Access to the Escrowed Materials shall be subject to compliance with the procedures of the Escrow Agent described herein, which are designed to maintain proper control over access to the Escrow Agent's office and any confidential or proprietary information of the Escrow Agent or its clients. In particular, the Escrow Agent will require that at least

one employee of the Escrow Agent shall be present at all times that Escrowed Materials are being reviewed on its premises.

(d) Notwithstanding the preceding sentence, neither the Escrow Agent nor its duly authorized agents shall in any way have the duty to monitor the activity of the Reviewers. Proposer agrees and acknowledges that Escrow Agent is providing a storage facility that is restricted to the Escrow Agent's employees and duly authorized agents, that the Escrowed Materials will be further secured in a locked storage area, and that the Escrow Agent will verify that each person seeking access to the Escrowed Materials has been identified in the Permission List by requiring the person seeking access to the Escrowed Materials to produce a current driver's license bearing that individual's image.

(e) Proposer further agrees that the Escrow Agent shall not be required to ensure that any person granted access to the Escrowed Materials in accordance with the procedure provided in this section (i) commits no unlawful act in relation to the Escrowed Materials, (ii) willfully, recklessly or negligently removes Escrowed Materials from the premises, or otherwise uses such materials inappropriately or inconsistent with the intents of Proposer or the confidentiality agreement described below; or (iii) willfully, recklessly or negligently damages or destroys any part of the Escrowed Materials. Escrow Agent shall not undertake to examine the person, clothing or personal effects of any Reviewer to determine whether such person is removing any part of the Escrowed Materials from the Escrow Agent. In addition, Reviewers will be required to sign-in and sign-out when reviewing Escrowed Materials. Finally, the Reviewers will be required to agree to maintain the confidentiality of the Escrowed Materials, and any proprietary or confidential information of the Escrow Agent or its clients upon signing in to review the Escrowed Materials.

(f) No access shall be given to any representative of Proposer unless TxDOT agrees to such access in writing. No third party, including the employees of Escrow Agent, shall be allowed access to the Escrowed Materials, although this shall not preclude employees of Escrow Agent from having access to the locked area for other purposes. Notwithstanding the foregoing, Escrow Agent or its duly authorized agents shall have the right to examine the external surface of the Escrowed Materials in order to perform audits. For purposes of the preceding sentence, any audit of the Escrowed Materials shall be limited to an examination of the alpha-numeric sequence numbers recorded on the outside container, binding or envelope in which the Escrowed Materials are stored. Accordingly, Escrow Agent's examination may determine whether the contents of such container, binding or envelope have been removed, disturbed, damaged or destroyed. The Escrow Agent shall have no duty to supply any computers, printers or other devices necessary to access, review or verify the Escrowed Materials.

(g) In no event shall TxDOT, the Proposer or any person or entity selected or appointed by them have the right to access, connect to or otherwise use any computer or other network of the Escrow Agent, other than to have access to electricity. Reviewers will not have access to Escrow Agent's wireless computer networks and will agree to not attempt to gain access. Escrow Agent shall not be responsible for Reviewers' use of cell phones or other wireless devices to communicate any portion of the data or information contained in the Escrowed Materials, whether

from the premises of Escrow Agent or otherwise. Further, Escrow Agent shall not be responsible for the use of any computer by the Reviewers or for the use of any Escrowed Materials (or portions thereof), information or data that may be retained on a computer hard drive or other memory device. Any responsibility for the "wiping" of hard drives or other equipment shall be that of TxDOT.

(h) Any additional material used by TxDOT while conducting reviews of the Escrowed Materials (collectively, "Additional Materials") shall be added to the deposit made hereunder and treated in the same manner by the escrow agent as those materials deposited by the Proposer, provided such Additional Materials are identified in writing in a form substantially similar to that attached hereto as Exhibit E. These Additional Materials could include, but are not limited to, computers, printers, workpapers, thumb-drives, CD-ROMs or hand-written notes.

4. Release of Escrowed Materials; Delivery of Intellectual Property Escrow Agreement.

(a) Escrow Agent shall release the Escrowed Materials deposited hereunder only upon receipt by Escrow Agent of (i) a certificate signed by TxDOT's authorized representative, certifying that TxDOT has determined not to enter into a contract with Proposer and has executed a Comprehensive Development Agreement ("**CDA**") with another party, in which event the Escrowed Materials shall be released as directed by Proposer; (ii) a certificate signed by TxDOT's authorized representative, certifying that TxDOT has decided to terminate the procurement, in which event the Escrowed Materials shall be released as directed by Proposer; (iii) joint instructions from the authorized representatives of Proposer and TxDOT directing release of the Escrowed Materials, in which event the Escrowed Materials shall be released as provided therein; or (iv) written instructions from TxDOT's authorized representative, without any further required action or consent by Proposer, directing release of the Escrowed Materials to the Office of the Attorney General, in which event the Escrowed Materials shall be released to the Attorney General by Escrow Agent as directed by TxDOT. Evidence of such release shall be made via delivery of the Release of Intellectual Property from Escrow – Exhibit F, executed and acknowledged by the Escrow Agent and the Depositor. Any Additional Materials deposited by TxDOT shall be released to TxDOT or the Office of the Attorney General in the same manner, with a copy of Exhibit F to be provided to the Proposer.

(b) If TxDOT and the Proposer enter into a CDA, the Proposer and an escrow agent, which may be the Escrow Agent, shall hold the Escrowed Materials in escrow pursuant to the terms and conditions set forth in one or more Intellectual Property Escrow Agreements to be executed by the Proposer and such escrow agent. In the event the escrow agent under the Intellectual Property Escrow Agreement(s) is not the Escrow Agent, the Escrowed Materials shall be released and transferred to the new escrow and escrow agent under the Intellectual Property Escrow Agreement(s) upon the joint written instructions of TxDOT and the Proposer. For purposes of the preceding sentence, Escrow Agent shall use such methods of transfer as shall be directed in writing by TxDOT and the Proposer, provided any costs associated with such transfer shall have been provided for by Proposer, and Escrow

Agent has received any satisfactory indemnification it might require in relation to such transfer.

5. Rights of Escrow Agent. If conflicting demands are made or notices serviced upon Escrow Agent with respect to this escrow, including but not limited to demands or notices related to an open records request or a Freedom of Information Act request, the parties hereto expressly agree that Escrow Agent shall have the absolute right at its election to do any of the following at the expense (including fees and expenses of attorneys for Escrow Agent) of the Proposer:

(a) withhold and stop all further proceedings in, and performance of this escrow;

(b) file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves; or

(c) deliver all Escrowed Materials with seals intact to another location to be selected by Proposer within 30 days after Escrow Agent delivers notice thereof to TxDOT.

6. Fees. Proposer shall pay all fees and expenses in connection with Escrow Agent's obligations under this Agreement, as set forth on Exhibit G attached hereto.

7. Notices. Any communication, notice or demand of any kind whatsoever under this Agreement shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by facsimile (with receipt confirmed by telephone) or electronic-mail (with receipt confirmed by return email), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Proposer:

5914 West Courtyard Drive, Suite 160
Austin, Texas 78730
Attention: Roberto Hombrados
Telephone: 512-860-3850
Facsimile: 512-860-3851

If to TxDOT:

Texas Department of Transportation
Texas Turnpike Authority Division
125 E. 11th Street
Austin, TX 78701
Attention: Mohammad Al Hweil, P.E.
Telephone: (512)- 936-0980
Facsimile: (512)-936-0970

With copies to:

Texas Department of Transportation
Office of General Counsel
125 East 11th Street
Attention: General Counsel
Telephone: (512) 463-8630
Facsimile: (512) 475-3070

If to the Escrow Agent:
Naman Howell Smith & Lee, LLP
Attn: William C. Blount
8310 Capital of Texas Highway North, Suite 490
Austin, Texas 78731

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 7 are effective upon delivery, if delivered personally or by overnight mail, upon confirmed transmission if by electronic communication, and are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

8. Representations. Proposer represents and warrants that neither Proposer nor any members of its team has a financial or other interest in, or relationship with, the Escrow Agent or its principals or officers, except that Escrow Agent may be the depository for accounts or escrowed documents maintained by such entities. Escrow Agent represents and warrants that it has no financial or other interest in, or relationship with, the Proposer, the Proposer's team members identified to Escrow Agent, or their principals or officers, except as a depository for accounts or escrowed documents. Escrow Agent further represents, warrants and covenants that the employees of Escrow Agent who have access to the Escrowed Materials also have no such interest or relation with such entities.

9. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

10. Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

11. Governing Law. The laws of the State of Texas shall govern this Agreement.

12. Liability of Escrow Agent.

(a) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this

Agreement or any other person. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, including without limitation any Proposal or any CDA. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

(b) The Escrow Agent shall have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of any notices, requests, securities, checks, or other documents or instruments submitted to it in connection with its duties hereunder. The Escrow Agent shall be entitled to deem the signatories of any documents or instruments submitted to it hereunder as being those purported to be authorized to sign such documents or instruments on behalf of the parties hereto, and shall be entitled to rely upon the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind.

(c) Escrow Agent shall place the Escrowed Materials in secure location so as to satisfy the requirements of Section 3 above. The Escrow Agent, however, does not insure that the Escrowed Materials will not be damaged or destroyed due to temperature, humidity, fire, smoke, electrical interference or other environmental factors, and the Escrow Agent is only required to take the same precautions to control the environment in which the Escrowed Materials will be stored as it would normally take in the storage of paper documentation.

(d) Escrow Agent shall not be required to advance its own funds, nor to incur an personal financial obligation in the performance of its duties hereunder.

13. Indemnification of Escrow Agent. The Escrow Agent shall be, and hereby is, indemnified and saved harmless by the Proposer from and against any and all losses, liabilities, damages, costs and expenses, including without limitation attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrowed Materials or arising from the performance of its duties hereunder, including but not limited to compliance with court orders, subpoenas and Attorney General opinions, unless such losses, liabilities, damages, costs and expenses shall have been finally adjudicated to have primarily resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement. Any liability of Escrow Agent hereunder shall be limited to the total amount of fees it has received from Proposer under this Escrow Agreement.

14. Assignment. No assignment of the interest of any of the parties hereto shall be binding upon the Escrow Agent unless and until written notice of such assignment shall be delivered to and acknowledged by the Escrow Agent.

15. Advice of Counsel. The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel addressed and delivered to the Escrow Agent. The Escrow Agent shall have the right to perform any of its duties hereunder through its agents, attorneys, custodians or nominees.

16. Resignation of Escrow Agent. The Escrow Agent may resign as such following the giving of ninety (90) calendar days prior written notice to the Proposer and TxDOT. In such event, the duties of the Escrow Agent shall terminate ninety (90) days after receipt of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrowed Materials then in its possession to a successor escrow agent as shall be appointed by the Proposer and acceptable to TxDOT as evidenced by a written notice filed with the Escrow Agent. If the Proposer has failed to appoint a successor prior to the expiration of ninety (90) calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent located within a 10-mile radius of 125 East 11th Street, Austin, Texas, or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

17. Successor Entity. Any entity into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

18. Court Orders. In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, Escrow Agent shall provide TxDOT and Proposer with written notice within 10 days after the occurrence of such event. The Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ order or decree it shall not be liable to any of the parties hereto or to any other person, firm of corporation, by reason of such compliance notwithstanding such writ, order or decree by subsequently reversed, modified, annulled, set aside or vacated.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

PROPOSER

OHL Infrastructure, Inc.

By: _____
Name: Roberto Hombrados
Title: Authorized Representative

_____

The escrow provided for in this Agreement is hereby accepted by Escrow Agent.

Naman Howell Smith & Lee, LLP

By: _____
Title: Partner

EXHIBIT A-1

CERTIFICATE OF AUTHORIZED PROPOSER REPRESENTATIVE

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of OHL Infrastructure, Inc. and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit A-1 is attached, on behalf of OHL Infrastructure, Inc..

Name / Title	Specimen Signature
Roberto Hombrados Name	Signature
Authorized Representative Title	
Amer Gilani Name	Signature
Authorized Representative Title	

EXHIBIT A-2

CERTIFICATE OF TXDOT AUTHORIZED REPRESENTATIVE

TxDOT CDA Program Office
7600 Chevy Chase Drive
Building 2, Suite 400
Austin, Texas 78752
Phone: (512) 904-1600
Fax: (512) 904-1699

TM

Certificate of TxDOT Authorized Representative

CERTIFICATE OF TXDOT AUTHORIZED REPRESENTATIVE

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the Texas Department of Transportation and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit A-2 is attached, on behalf of the Texas Department of Transportation.

Name/Title	Specimen Signature
Primary _____ Printed Name	
_____ Title	_____ Signature
Alternate _____ Printed Name	
_____ Title	_____ Signature
Alternate _____ Printed Name	
_____ Title	_____ Signature
Alternate _____ Printed Name	
_____ Title	_____ Signature

Effective Date {_____ INSERT NEW DATE} Replacing {_____ INSERT OLD DATE}

EXHIBIT B

RECEIPT OF INITIAL INTELLECTUAL PROPERTY FOR DEPOSIT

Related to

NORTH TARRANT EXPRESS PROJECT
INTELLECTUAL PROPERTY ESCROW

The following items have been deposited with _____, as Escrow Agent, pursuant to Section 2 of the Escrow Agreement – Form __:

Name of Depositor:_____

Name of Depositor's Representative:_____

Date and Time Received:_____

Description of the Property (include number of items, identifying description on the items):

_____

_____

_____

_____

_____

Received by (Escrow Agent) Signature_____

Depositor's Representative Signature_____

EXHIBIT C

RECEIPT OF ADDITIONAL INTELLECTUAL PROPERTY FOR DEPOSIT

Related to the

NORTH TARRANT EXPRESS PROJECT

INTELLECTUAL PROPERTY ESCROW

The following items have been deposited with _____, as Escrow Agent, pursuant to Section 2 of the Escrow Agreement – Form M:

Name of Depositor:_____

Name of Depositor's Representative:_____

Date and Time Received:_____

Description of the Property (include number of items, identifying description on the items):

_____

_____

_____

_____

_____

Received by (Escrow Agent) Signature_____

Depositor's Representative Signature_____

EXHIBIT D

PROJECT SPECIFIC AUTHORIZED PERSONNEL

TxDOT CDA Program Office
7600 Chevy Chase Drive
Building 2, Suite 400
Austin, Texas 78752
Phone: (512) 904-1600
Fax: (512) 904-1699

TM

Project Specific Authorized Personnel

Project Name:	Project Number:
Late updated: [insert date]	
Doc Ctrl No.:	

Last Name	First Name	Organization	Contact number	Date of Evaluation Training Attendance	Signed Confidentiality Disclosure Agreement

EXHIBIT E

TxDOT CHAIN OF CUSTODY FORM

TxDOT CDA Program Office
7600 Chevy Chase Drive
Building 2, Suite 400
Austin, Texas 78752
Phone: (512) 904-1600
Fax: (512) 904-1699

TM

Chain of Custody

This form provides documentation for the continual control and/or disposition of listed materials being transferred for use and/or storage. Provide a description of the material being transferred, the number of materials being transferred, and the final location for the material being transferred in the appropriate location below. Upon transfer, sign and date this document and provide to the designated representative.

Name: _____ Title: _____ Employer: _____
(Releasing custody)

Description of Materials Being Transferred:

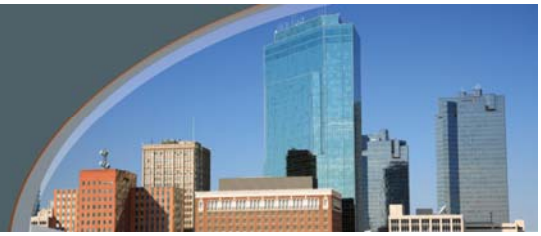
DCN (if applicable)	Project	Owner	Document Description

Number of Items Being Transferred: _____

NOTE: If additional information is necessary to complete the transfer of ownership, include on separate sheet(s) of paper and number the pages on the center bottom of this form.

Date of Transfer: _____
Transfer Location From: _____ To: _____
Transfer Method: _____
SIGNATURE:
(Releasing)_____
SIGNATURE:
(Delivering)_____
SIGNATURE:
(Receiving)_____

Return original to TxDOT CDA Program Administrative Assistant at 7600 Chevy Chase Drive Building 2, Suite 400, Austin, Texas 78752.



Election of Terms for Termination Compensation

As requested by the ITP Exhibit B 3.5.1 the Proposer elects **Option A** to be used in Section G.1 of Exhibit 20 of the Concession CDA.

Provision of Terms for the Allocation of the Revenue Payments

For Federal income tax purposes, the Revenue Payment Amount shall be allocated as follows:

> By Developer in accordance with the fair market values of assets Developer is regarded as acquiring and applicable law, all as determined by Developer in its sole good faith discretion.

Election of Pricing Alternative for Tolling Services Provider's Compensation

OHL Infrastructure, Inc. elects the following:

TXDOT TSA Section 6 -- First Alternative

NTTA TSA Section 6 -- First Alternative

Provision of Terms for the Allocation of the Refinancing Gain Payment

For Federal income tax purposes, the Refinancing Gain Payment shall be allocated as follows:

> By Developer in accordance with the fair market values of assets Developer is regarded as acquiring and applicable law, all as determined by Developer in its sole good faith discretion.

INFORMATION ABOUT PROPOSER ORGANIZATION—Form B-2

1.0 Name of Proposer: .OHL Infrastructure, Inc.
Name of Developer Not yet formed

2.0 Type of entity: Proposer: Corporation
Developer 1: LLC
Developer 2: LLC

3.0 Proposer's address: 5914 West Courtyard Suite 160

Austin, TX 78730

512-860-3850 Telephone
512-860-3851 Facsimile

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

Name	No. of years in business	No. of years under present name
OHL Infrastructure, Inc.	2	2
OHL Concesiones, S.L.	8	8
Developer 1	0	0
Developer 2	0	0

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

Proposer: OHL Infrastructure, Inc.

OHL Infrastructure, Inc. : none
OHL Concesiones, S.L. : none
Developer 1 : N/A
Developer 2 : N/A

6.0 The Proposer shall review its QS previously submitted to TxDOT and list below any Key Personnel and other key staff members and their relevant experience that have been approved by TxDOT since the submission of the QS. Except as updated by the following information, the Proposer's QS is hereby incorporated as if set forth in full and the Proposer represents and warrants to TxDOT that the information set

forth in the QS, except as set forth herein, is true, complete and accurate in all respects and does not contain any misleading or incorrect information. Attach separate sheets if necessary.

Please see attachment A

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

N/A

8.0 The Proposer has the option of providing either the Payment and Performance Letter of Credit meeting the requirements in Exhibit M of the ITP and ITP Section 6.1.1(k)(ii) or Payment and Performance Bonds meeting the requirements of ITP Section 6.1.1(k)(i) to secure its payment and performance obligations under the Concession CDA. Proposer shall make its selection below by checking the appropriate box.

☐ Payment and Performance Letter(s) of Credit; or

☒ Payment and Performance Bonds

8.1 If the Proposer intends to provide Payment and Performance Bonds, the Proposal shall include the following information regarding the Surety/Bonding companies committing to issue the payment and performance bonds in accordance with Concession CDA Section 16.

(a) Name and address of bonding company(ies) that will provide the surety bonds required by the Concession CDA (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company), and the name, address and phone number of the designated agent.

Please see attachment B

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

8.2 If the Proposer intends to provide the Payment and Performance Letter of Credit, the Proposal shall include the following information regarding the financial institution committing to issue the Payment and Performance Letter of Credit in accordance with Exhibit M of the ITP.

(a) Name and address of financial institution(s) that will issue the Payment and Performance Letter of Credit required by Exhibit M of the ITP and Section 16.3.1 of the Concession CDA (must have a credit rating of "A" or better according to Standard & Poors Rating Services, a division of The McGraw-Hill Companies, Inc. and with an office in Austin, Dallas, Houston, or San Antonio at which such Payment and Performance Letter of Credit can be presented for payment), and the name, address and phone number of the designated agent.

N/A _____

_____

_____

9.0 The Proposer hereby commits to providing the security for its obligations under the Pre-Development CDA in the amount of $10,000,000 if selected to enter into the CDAs. The security will be subject to approval by TxDOT as provided in ITP Section 5.13.2(e) and will be in the following form (check appropriate box):

A. One or more guarantees in the form of Form T from a guarantor approved by TxDOT in its sole discretion. ☐

B. An irrevocable direct pay standby letter of credit, which shall be payable to TxDOT immediately upon presentation, issued by a financial institution with an office in Austin, Houston, Dallas, Fort Worth, or San Antonio Texas at which the letter of credit can be presented for payment. The letter of credit shall be conditioned only on written presentation from TxDOT to the issuer stating either that (i) ☒

Developer is in breach of the Contract Documents or (ii) TxDOT is making the draw within 30 days prior to the expiration date and has received no new or replacement letter of credit required from Developer. The expiration date shall not be earlier than one year from the date of issue and the letter of credit shall allow for multiple draws. Draw on the letter of credit shall not be conditioned on prior resort to any other security or demand to Developer.

C. A forfeiture bond payable upon default by Developer and in a form acceptable to TxDOT in its sole discretion. ☐

D. Other security acceptable to TxDOT in its sole discretion. ☐

STATE OF Texas)
)
COUNTY OF Travis)

Each of the undersigned, being first duly sworn, deposes and says that Roberto Hombrados is the Authorized Representative of OHL Infrastructure, Inc., which is the Proposer, the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

(Signature)	(Signature)
Roberto Hombrados	
(Name Printed)	(Name Printed)
Authorized Representative	
(Title)	(Title)

Subscribed and sworn to before me this 30 day of Oct, 2008.

DEANNA MORAGA
Notary Public, State of Texas
My Commission Expires
September 07, 2011

Deanna Moraga
Notary Public in and for
said County and State

[Seal]

My commission expires: Sept. 07, 2011