

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 17-055**

**APPROVE A SETTLEMENT AGREEMENT WITH CH2M HILL ENGINEERS,  
INC. RELATED TO THE MOPAC IMPROVEMENT PROJECT**

WHEREAS, by Resolution No. 13-010, dated February 27, 2013, the Board of Directors authorized the Executive Director to finalize and execute a Design-Build (“D/B”) Agreement for the MoPac Improvement Project (“Project”) with CH2M Hill Engineers, Inc. (“CH2M”); and

WHEREAS, the Mobility Authority and CH2M entered into a D/B Agreement dated April 17, 2013, as amended by Amendment No. 1 (effective as of February 9, 2016), Amendment No. 2 (effective as of September 7, 2016), Amendment No. 3 (effective as of October 14, 2016), and Amendment No. 4 (effective as of February 1, 2017); and

WHEREAS, the Project involves the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas. The development, design, and construction of the Project and its intersections, bridges, and other facilities (the “Development Work”) are more specifically described in the Scope of Work of the D/B Contract; and

WHEREAS, disputes have emerged throughout the Project between the Mobility Authority and CH2M concerning responsibilities, obligations and liabilities related to the Project, including but not limited to the delays in the Development Work; and

WHEREAS, to avoid potential costs, burdens, uncertainties, and distractions of future litigation, the Executive Director and CH2M have reached an agreement settling the disputes; and

WHEREAS, the Executive Director recommends that the Board of Directors approve the settlement agreement with CH2M attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approve the settlement agreement with CH2M attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26<sup>th</sup> day of September 2017.

Submitted and reviewed by:

  
Geoffrey Petrov, General Counsel

Approved:

  
Ray A. Willkerson  
Chairman, Board of Directors

**Exhibit A**

## Compromise and Settlement Agreement and Release

This Compromise and Settlement Agreement and Release (this "Settlement Agreement") is made and entered with an effective date of September 22, 2017 (the "Effective Date") between the Central Texas Regional Mobility Authority ("CTRMA") and CH2M Hill Engineers, Inc. ("CH2M"). Within this Agreement, CTRMA and CH2M may each be called a "Party" or may be called the "Parties."

### RECITALS

WHEREAS there are significant differences of opinion by the parties concerning the actual, credible cost of the Mopac Improvement Project (the "Project"), the parties are agreeing to settle all possible claims by CH2M (CH2M has claimed over \$113 million in excess of their bid of \$137 million) for now and forever in the interest of the traveling public, and the Citizens of Central Texas. In no event will the CTRMA pay more than \$21.5 in settlement incentives to the Contractor for the release of said claims.

WHEREAS CTRMA and CH2M are Parties to that certain Design/Build Contract dated April 17, 2013 regarding the Project ("D/B Contract"), as amended by Amendment No. 1 (effective as of February 9, 2016), Amendment No. 2 (effective as of September 7, 2016), Amendment No. 3 (effective as of October 14, 2016), and Amendment No. 4 (effective as of February 1, 2017); and

WHEREAS the Project involves the development, design, and construction of an 11.2 mile express lane system within the Loop 1 right-of-way extending from Parmer Lane (FM 734) to Cesar Chavez Street in Austin, Texas. The development, design, and construction of the Project and its intersections, bridges, and other facilities (the "Development Work") are more specifically described in the Scope of Work of the D/B Contract; and

**WHEREAS** CH2M received Notice to Proceed on April 18, 2013 with Substantial Completion originally required by the D/B Contract 882 days later on September 17, 2015; and

**WHEREAS** under the D/B Contract, as amended, the Project is more than two years behind the original Project schedule; and

**WHEREAS** disputes have arisen between the Parties since shortly after CH2M received Notice to Proceed concerning the Parties' respective responsibilities, obligations and liabilities related to the Project, including but not limited to the delays in the Development Work; and

**WHEREAS**, to avoid the possible costs, burdens, uncertainties, and distractions of future litigation, the Parties now desire and, through the execution of this Agreement, do hereby resolve all claims that CH2M has or could have had against CTRMA through the Effective Date, known or unknown, including specifically, but without limitation, the following claims that CH2M has asserted in connection with the Project:

a. All claims enumerated in Paragraph 4 of Amendment No. 1, as restated herein: (i) Site Conditions associated with the undercrossing drainage; (ii) Differing Site Conditions associated with the undercrossing (SB and NB); (iii) delays and other issues associated with the City of Austin 42-inch water line relocation; (iv) previously rejected maintenances of traffic proposal(s); (v) design interferences; (vi) lack of labor availability; (vii) unusual rain events; (viii) appropriate depth of drill shafts for sound walls; and (ix) cumulative effects of changes, disputes, claims, and change orders;

b. CH2M's PCO No. 014 Non-Compliant Illumination claim included in the Recommendation by the Disputes Board dated January 9, 2017;

c. CH2M's PCO No. 023 Unidentified Utilities claim included in the Recommendation by the Disputes Board dated January 9, 2017;

- d. CH2M's PCO No. 068 Undercrossing Fire Protection;
- e. CH2M's PCO No. 079 TxDOT Duct Bank Interference;
- f. CH2M's PCO No. 085 Pavement Cross Slope and Profile Corrections;
- g. CH2M's PCO No. 088 Unsuitable Soils; and
- h. CH2M's PCO No. 094 Cracks in Subsurface Asphalt.

**AGREEMENTS, RELEASES, AND PROMISES**

**NOW, THEREFORE.** for and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, have agreed and do hereby agree as follows:

1. **Defined Terms:** All capitalized terms used herein, unless otherwise defined in this Agreement, shall have the meanings set forth in Exhibit "A" to the D/B Contract.

2. **Opening of Roadway:** The Parties agree that all aspects of the Development Work required for roadway opening and commencement of tolling shall be complete, including satisfaction of Exhibit B Scope of Work required coordination with the Systems Integrator as required by the D/B Contract, Paragraph 20.1.1(d) of the D/B Contract and placement of the final pavement, as defined in the D/B Contract, Exhibit B – Scope of Work, 20.0 ("Pavement including the Permeable Friction Course ("PFC") or other approved surface course"), and Undercrossing Fire Suppression Wet System by the following deadlines:

All Northbound Roadway: September 29, 2017

All Southbound Roadway: October 27, 2017

"Roadway" shall be defined as all paved surfaces in the Development Work in the northbound and southbound directions, respectively.

3. Ride Quality Requirements for Final Pavement: As a condition of this Settlement Agreement, the releases contained within it, and the Payment Terms contained in Paragraph 5 of this Settlement Agreement, the Parties agree that after the placement of "Final Pavement" as defined in Paragraph 20.1.1(d) and Exhibit B – Scope of Work, 20.0 of the D/B Contract ("Pavement including the Permeable Friction Course ("PFC") or other approved surface course"), the Parties will utilize and adopt TxDOT Standard Specifications, Item 585, Ride Quality for Pavement Surfaces as follows:

a. For any International Roughness Index ("IRI") values up to and including 85, the final pavement will be deemed acceptable.

b. Per Schedule 2 of the TxDOT Standard Specifications, Item 585, an average IRI reading of 86 to 95, inclusive, for each 0.10 mile of traffic lane, will warrant a pay adjustment (deduction) of \$400.00 against CH2M's respective milestone payments for the northbound and southbound Roadway openings, as provided by Paragraphs 5(a) and 5(b) of the Settlement Agreement.

c. For an IRI reading above 95, CH2M will be required to take corrective action using diamond grinding or other approved methods. CH2M shall then reprofile the corrected area and provide CTRMA with the new results. If the corrective action does not lower the IRI value below 95, then CTRMA in its sole discretion may either require CH2M to perform additional diamond grinding or other approved methods to achieve an IRI value below 95, or may assess a deduction of \$3,000.00 for each 0.1 mile section in which the IRI value is not below 95. The deduction will be assessed against CH2M's respective milestone payments for the northbound and southbound Roadway openings, respectively, as provided by Paragraphs 5a and 5b of the Settlement Agreement.

The Parties agree that the terms of Paragraphs 3 a, b, and c are accommodations made as part of this Settlement Agreement and do not otherwise alter the terms of the D/B Contract.

d. Notwithstanding anything to the contrary contained in the D/B Contract or this Paragraph 3, the Parties agree that the northbound lanes in Segment 1 and 2 from STA 0 + 00 to STA 370 + 00 that have been turned over to CTRMA and are currently open for use by the traveling public have been accepted by CTRMA and will not be subject to the deducts outlined in this Paragraph.

4. Sound Walls: On September 18, 2017, CH2M submitted final drawings prepared by WJE for the repair and completion of the sound walls, including but not limited to restoration of adjacent property, drainage, and general repair as required by the D/B Contract (the "Sound Wall Work").

a. Substantial Completion: The definition of Substantial Completion in the D/B Contract is revised to exclude the Sound Wall Work and any work related to or impacted by the Sound Wall Work. Project Substantial Completion shall be achieved by June 30, 2018.

b. Final Acceptance: The definition of Final Acceptance in the D/B Contract is revised to require that Final Acceptance must be achieved within 90 days of Substantial Completion. For sake of clarity, completion of the Sound Wall Work will be a condition of achieving Final Acceptance.

c. Warranties: The warranties related to the Sound Wall Work will commence to run upon Final Acceptance, as that term has been modified by Paragraph 4b of this Settlement Agreement.

d. Lane Closures: CTRMA agrees to seek TxDOT approval for nightly (9:00 PM to 5:00 AM or as approved by TxDOT or CTRMA in its sole discretion) lane closures of the right most lane and shoulder as needed for CH2M to perform the Sound Wall Work, leaving the managed lanes and other general purpose lanes open to traffic in both directions. At least ten business days before the beginning date of the nightly lane closures that CH2M will need in connection with the Sound Wall Work, CH2M shall inform CTRMA of the date(s) on which it will need such lane closures, and CTRMA agrees that by the end of the next business day after receiving CH2M's detailed closure plans and sufficient supporting documentation for each closure sought, it will seek TxDOT pre-approval of such lane closures. CTRMA does not control whether TxDOT grants such lane closures, and the failure of TxDOT to grant approval for some or all of the requested nightly lane closures will not be a basis for cancelling the Settlement Agreement.

The Parties agree to prioritize the sequencing and scheduling of Sound Wall Work. However, if TxDOT does not grant approval for a requested nightly lane closure, the date of Final Acceptance will be extended for each day such approval is not granted that prevents CH2M from performing the Sound Wall Work.

5. Payment Terms: The Parties agree that upon completion of the Development Work as required under Paragraph 2, and upon CH2M's full satisfaction of the Ride Quality Requirements for Final Paving contained within Paragraph 3, CTRMA will pay the following amounts to CH2M:

a. \$7 million: In the next regular draw after the requirements of Paragraph 2 and 3 have been satisfied with respect to the northbound Roadway, CTRMA shall pay CH2M \$7 million subject to subparagraphs i-v below.



i. For every day after September 22, 2017 that CH2M has not completed the final pavement on the northbound Roadway, CTRMA shall reduce the \$7 million payment by \$75,000 a day:

ii. If the final pavement on the northbound Roadway is not completed by September 29, 2017, then beginning on September 30, 2017, the reduction of the \$7 million payment will be increased from \$75,000 a day to \$100,000 a day until such final pavement work is complete:

iii. Upon completion of the final pavement of the northbound Roadway, the reduction of the \$7 million payment will be decreased to \$50,000 a day until Opening of the Roadway in the northbound direction. In no event shall the \$50,000 a day deduction be assessed prior to September 30, 2017. If all requirements to open the northbound Roadway are not met by September 29, 2017, even though final pavement was completed by September 22, 2017, then a \$50,000 per day deduction will be assessed beginning September 30, 2017 until the northbound Roadway is opened.

iv. The \$7 million payment contemplated by Paragraph 5a will be decreased by the deductions, if any, provided by Paragraph 3, Ride Quality Requirements for Final Pavement.

v. If CH2M completes the requirements of Paragraph 2. Opening of Roadway, except that the Northbound Roadway is not ready for tolling due to any damage caused by CH2M to the toll and ITS systems, any failure by CH2M to complete work required for the toll and ITS systems, any failure by CH2M to coordinate with the Systems Integrator as required by the D/B Contract, or any impediment caused by CH2M that interferes with the Systems Integrator's ability to complete the toll and ITS systems, then the \$7 million payment will be

decreased by \$50,000 a day pursuant to Paragraph 5a i-iii until such damage, failure, or impediment has been resolved, and the Roadway has been opened for tolling. No deductions from the \$7 million payment will be made for delays to commencement of tolling relating to the Systems Integrator's work that are not due to any failures by CH2M to meet its obligations under the D/B contract and this Settlement Agreement. The \$7 million payment, subject to any deductions, will be made following satisfaction of the requirements of Paragraph 2 of this Settlement Agreement, including the requirements of this subparagraph v.

b. \$10 million: In the next regular draw after the requirements of Paragraph 2 and 3 have been satisfied with respect to the southbound Roadway, CTRMA shall pay CH2M \$10 million subject to subparagraphs i-v below.

i. For every day after October 20, 2017 that CH2M has not completed the final pavement on the southbound Roadway, CTRMA shall reduce the \$10 million payment by \$75,000 a day;

ii. If the final pavement on the southbound Roadway is not complete by October 27, 2017, then beginning on October 28, 2017, the reduction of the \$10 million payment will be increased from \$75,000 a day to \$100,000 a day until such final pavement work is complete;

iii. Upon completion of the final pavement of the southbound Roadway, the reduction of the \$10 million payment will be decreased to \$50,000 a day until Opening of the Roadway in the southbound direction. In no event shall the \$50,000 a day deduction be assessed prior to October 28, 2017. If all requirements to open the southbound Roadway are not met by October 27, 2017, even though final pavement was completed by October 20, 2017, then a \$50,000

per day deduction will be assessed beginning October 28, 2017 until the southbound Roadway is opened.

iv. The \$10 million payment contemplated by Paragraph 5b will be decreased by the deductions, if any, provided by Paragraph 3, Ride Quality Requirements for Final Pavement.

v. If CH2M completes the requirements of Paragraph 2, Opening of Roadway, except that the Southbound Roadway is not ready for tolling due to any damage caused by CH2M to the toll and ITS systems, any failure by CH2M to complete work required for the toll and ITS systems, any failure by CH2M to coordinate with the Systems Integrator as required by the D/B Contract, or any impediment caused by CH2M that interferes with the Systems Integrator's ability to complete the toll and ITS systems, then the \$10 million payment will be decreased by \$50,000 a day pursuant to Paragraph 5b i-iii until such damage, failure, or impediment has been resolved, and the Roadway has been opened for tolling. No deductions from the \$10 million payment will be made for delays to commencement of tolling relating to the Systems Integrator's work that are not due to any failures by CH2M to meet its obligations under the D/B contract and this Settlement Agreement. The \$10 million payment, subject to any deductions, will be made following satisfaction of the requirements of Paragraph 2 of this Settlement Agreement, including the requirements of this subparagraph v.

c. \$3.5 million: Upon completion of the Sound Wall Work or Final Acceptance, whichever is earlier, CTRMA shall make a \$3.5 million payment to CH2M.

d. \$1 million: Upon Final Acceptance as defined in the D/B Contract, which must be achieved by 90 days after the June 30, 2018 deadline for Substantial Completion as per Paragraph 4, CTRMA shall make a \$1 million payment to CH2M. If Final Acceptance is not

achieved by 90 days after the June 30, 2018 deadline for Substantial Completion, the \$1 million payment shall be reduced by \$20,000 a day for each day on which Final Acceptance has not been achieved.

6. Change Orders: As of September 21, 2017, CH2M delivered to CTRMA supporting documents and CTRMA presented to TxDOT for review and approval the following Change Orders/Claims: (1) CH2M's PCO No. 023 Unidentified Utilities; (2) CH2M's PCO. No. 014 Non-Compliant Illumination; (3) CH2M's PCO No. 079 TxDOT Duct Bank Interference; (4) CH2M's PCO No. 068 Undercrossing Fire Protection; and (5) CH2M's PCO. No. 085 Pavement Cross Slope and Profile Corrections (collectively, the "Settlement Change Orders").

CTRMA agrees to pay CH2M the amount approved by TxDOT and FHWA for the Settlement Change Orders, but, regardless of the amount approved by TxDOT and FHWA, CTRMA agrees to pay CH2M no less than \$15 million. The Parties agree that under no circumstances will the payments made under this Settlement Agreement exceed \$38.5 million. If TxDOT and FHWA approve payment amounts exceeding \$17 million for the Settlement Change Orders, the amounts (if any) that CTRMA is obligated to pay CH2M under Paragraph 5 will be reduced dollar for dollar, from the next payment under Paragraph 5 until amounts (if any) owed under Paragraph 5 are exhausted.

The Parties will continue to cooperate in good faith to obtain approval of TxDOT and FHWA of the full amount of the Settlement Change Orders.

7. Full and Final Release: CH2M, on behalf of itself and its current and former shareholders, officers, directors, employees, insurers, subsidiaries, partners, members, attorneys, heirs, executors, administrators, successors, and assignees, hereby irrevocably and unconditionally releases and forever discharges CTRMA and its insurers, successors, assigns, employees,

directors, board members, attorneys, and administrators, from any and all liability, actions, claims, demands, costs, expenses, damages, causes of action, suits or obligations of any nature, whether at law, equity or otherwise, whether based upon statute, contract, tort, or otherwise, whether known or unknown, foreseen or unforeseen that have accrued from the beginning of time through the Effective Date, that CH2M has or may have based on any occurrence or condition that exists or has existed from the beginning of time through the Effective Date, whether presently known or unknown that is related in any way to the D/B Contract or the Project, including any pass-through claim by a CH2M subcontractor or supplier, known, unknown, or that could have been known, including any claim or assertion that liquidated damages assessed against CH2M are a penalty, and including, but not limited to, any claim or assertion directly or indirectly related, in any way, to or arising out of the claims referenced in Recital 4 to this Settlement Agreement as follows:

a. All claims enumerated in Paragraph 4 of Amendment No. 1, as restated herein: (i) Site Conditions associated with the undercrossing drainage; (ii) Differing Site Conditions associated with the undercrossing (SB and NB); (iii) delays and other issues associated with the City of Austin 42-inch water line relocation; (iv) previously rejected maintenances of traffic proposal(s); (v) design interferences; (vi) lack of labor availability; (vii) unusual rain events; (viii) appropriate depth of drill shafts for sound walls; and (ix) cumulative effects of changes, disputes, claims, and change orders;

b. CH2M's PCO, No. 023 Unidentified Utilities claim included in the Recommendation by the Disputes Board dated January 9, 2017;

c. CH2M's PCO, No. 014 Non-Compliant Illumination claim included in the Recommendation by the Disputes Board dated January 9, 2017;

d. CH2M's PCO No. 079 TxDOT Duct Bank Interference;

- e. CH2M's PCO No. 068 Undercrossing Fire Protection;
- f. CH2M's PCO. No. 085 Pavement Cross Slope and Profile Correction;
- g. PCO No. 088 Unsuitable Soils; and
- h. PCO No. 094 Cracks in Subsurface Asphalt.

8. Non-Conforming Work: CTRMA confirms that it has no knowledge, as of the Effective Date, of non-conforming work performed by CH2M or its subcontractors on the Project other than the work identified in the Non-Conformance Reports listed in Attachment "A" to this Settlement Agreement.

9. Future Personal Injury and Property Damage Claims: Notwithstanding anything contained in this Settlement Agreement, the Parties do not waive their respective rights, if any, to seek contribution for any future claims asserted by third-parties for personal injury or property damage arising out of the Project, to the extent such claims are permitted by applicable law or the D/B Contract. The Parties expressly represent that they are unaware of any such personal injury or property damage claims at this time and are reserving their rights solely in the event any such claim is made in the future.

10. Contract Remains in Effect: Except as revised by the Settlement Agreement, the D/B Contract (as amended) remains in effect.

11. No Admission of Fault: The Parties enter this Settlement Agreement for the purpose of compromising and settling the disputes described and identified herein. This Settlement Agreement does not constitute, and shall not be construed as, an admission by either Party of the truth or validity of any contentions advanced by either Party.

12. Attorneys' Fees: The Parties understand and agree that each Party shall bear its own attorneys' fees and costs in connection with the drafting of this Settlement Agreement.

13. Advice of Counsel: By its execution of this Settlement Agreement, each Party hereby expressly acknowledges that it has executed the same freely and voluntarily and that it has had the opportunity to seek and obtain advice of counsel, accountants and financial advisors of its choice, regarding the effect of the execution and delivery of this Settlement Agreement. Each Party agrees that it has had adequate opportunity to investigate and assess all of the facts and circumstances relevant to the decision to enter into this Settlement Agreement and is not relying on any express or implied representation, warranty or promise, except only as expressly contained in this Settlement Agreement to the contrary.

14. Governing Law and Venue: The Settlement Agreement shall be governed by the laws of the State of Texas, as applied to agreements executed and services performed entirely in Texas. In any legal action relating to this Settlement Agreement, the Party seeking the benefit of any of the provisions hereof agree and consent to the exercise of and submits to the jurisdiction of the state District Court of Travis County, Texas. Exclusive venue shall be the state District Court of Travis County, Texas.

15. Construction of the Settlement Agreement: This Settlement Agreement shall be construed as if the Parties prepared it jointly, and any uncertainty or ambiguity herein shall not be interpreted for or against either Party.

16. Inadmissibility of the Settlement Agreement: This Settlement Agreement has been entered in reliance upon the provisions of Rule 408 of the Texas Rules of Evidence, which precludes introduction of evidence regarding settlement negotiations in any legal proceeding. Evidence relating to the negotiation, terms, or facts of this Settlement Agreement shall not be admissible by any Party in any legal proceeding.

17. Recovery of Attorney Fees By Prevailing Party in the Event of Breach: If any action is brought to enforce this Settlement Agreement, or is brought in connection with any dispute arising out of this Settlement Agreement or the claims which are the subject of this Settlement Agreement, the prevailing Party shall be entitled to recover its reasonably and necessarily incurred attorney fees and other costs incurred in such litigation in addition to any other relief to which that Party may be entitled by law.

18. Severability: The provisions of this Settlement Agreement are severable. If any portion, provision, or part of this Settlement Agreement is held, determined, or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Settlement Agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

19. Alteration: This Settlement Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Settlement Agreement. All modifications must be in writing and duly executed by both Parties.

20. Representations and Warranties: CH2M represents and warrants that it is the sole and lawful owner of all right, title and interest in and to every claim and other matter which it releases in this Settlement Agreement and that it has not previously assigned or transferred, or purported to do so, to any person or other entity any right, title or interest in any such claim or other matter.

21. Binding on Successors: This Settlement Agreement shall be binding on the Parties and their respective administrators, agents, representatives, successors, and assignees, and shall inure to the benefit of the Parties and their respective administrators, agents, subcontractors,



suppliers, sub-consultants, representatives, successors, assignees, insurers, excess insurers, and sureties.

22. Integration: This Settlement Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties regarding the resolution of the disputes discussed herein, and the terms of the Settlement Agreement are contractual and not merely recitals. Other than the D/B Contract, as amended, there is no other agreement, written or oral, expressed or implied, between the Parties with respect to the disputes addressed by this Settlement Agreement.

23. Authority to Execute: The individuals whose signatures are affixed to this Settlement Agreement in a representative capacity represent and warrant that they are authorized to execute the Settlement Agreement on behalf of and to bind the entity on whose behalf the signature is affixed.

24. Counterparts: This Settlement Agreement may be executed in counterpart facsimile signatures and all such counterparts shall constitute a single form of this Settlement Agreement.

25. This Settlement Agreement is expressly contingent on approval by the Parties, including without limitation CH2M's Surety, the CTRMA Board, TxDOT, and FHWA.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date specified herein.

D/B CONTRACTOR:

CH2M HILL ENGINEERS, INC.

By:   
Name: Terry Ruhl  
Title: Executive Sponsor

MOBILITY AUTHORITY:

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

By:   
Name: Mike Heiligenstein  
Title: Executive Director

Attachment "A"

Non-Conformance Reports existing as of the Effective Date:

1. NCR-071 (CTRMA) Barrier Mounted Junction Box – revision req'd by CH2
2. NCR-076 (CTRMA) Final PFC Pvmt Markings\_SB Seg1 - revision req'd by CH2
3. NCR-104 (CTRMA) Noise Barrier Damaged Panels –CTRMA memo to Ch2M 2/8
4. NCR-112 (CTRMA) SB CMRR Bridge - Overmill into deck – CH2M Response 6/8
5. NCR-118 (CH2M) MIP Sound Barrier Precast Panel Reinforcing – CH2M Response 8/16
6. NCR-121 (CTRMA) CIP CSB – CH2M Response 6/8
7. NCR-124 (CTRMA) Seg4 SB Express Lane Type D Pavement Slope – CH2M Response 9/1
8. NCR-125 (CH2M) CIP CSB and Luminaire Anchor Bolt Template – CH2M Response 6/15
9. NCR-127 (CH2M) Cut Rebar Reinforcement – CH2M Response 6/14
10. NCR-128 (CTRMA) Construction Sequence for OSB shafts at 575+00– CH2M Response 6/14
11. NCR-131 (CTRMA) Seg 3\_PCCP at Power Pole – CH2M Response 6/27
12. NCR-140 (CTRMA) Non-Specification Slump Tests – CH2M Response 9/1
13. NCR-074 (CTRMA) CIP Noise Barrier – CTRMA letter response 7/21
14. NCR-079 (CTRMA) Curb Ramp Transition – CTRMA letter response 7/21
15. NCR-091 (CTRMA) Lane drop markings SB US183 exit – Issued 8/29
16. NCR-093 (CTRMA) Seg4 Paving SB Exit Ramp 4RSX5TH – CTRMA letter response 7/21
17. NCR-103 (CTRMA) Noise Barrier Issues – CTRMA letter response 7/21
18. NCR-110 (CTRMA) Segment 2B SB Outside Widening Surface Drainage – Issued 1/13
19. NCR-114 (CH2M) Precast Post Missing Concrete – Issued 2/28
20. NCR-120 (CTRMA) Graffiti Removal – Issued 4/25
21. NCR-126 (CH2M) Missing A-bars from T-551 Placements – CTRMA letter response 7/21
22. NCR-129 (CTRMA) Concrete RipRap under NB-06 – Issued 5/17
23. NCR-130 (CH2M) Damage to Asphalt at Segment 4 – Issued 6/6
24. NCR-132 (CTRMA) Concrete RipRap near RM2222 Toll Pad – Issued 6/12
25. NCR-134 (CTRMA) Segment 4 Stone Riprap – CTRMA issued letter response 7/17
26. NCR-135 (CH2M) Drainage Behind NB-16 Possible Flume Elevation – Issued 7/7
27. NCR-136 (CH2M) Drip Inlet Apron – Issued 7/7
28. NCR-137 (CTRMA) CSB Drain Slot Plug Material – Issued 7/10
29. NCR-138 (CTRMA) CSB Structural Repair – Issued 7/10
30. NCR-139 (CTRMA) RW-30 Wall Mounted Lighting Conduit – Issued 7/11
31. NCR-141 (CTRMA) Seg 4 NB PFC Surface Grades – Issued 9/1
32. NCR-142 (CTRMA) CSB Damage and Pins – Issued 9/12/17
- NCR-143 (CTRMA) Concrete Placements Not Scheduled – Issued 9/12