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October 6, 2022

Justo Molina
Project Executive
Flatiron/Dragados, LLC
1620 N Port Ave
Corpus Christi, Texas 78401

RE: US 181 Harbor Bridge Replacement Project
CSJ# 0101-06-095
Notice of Developer Default

Dear Mr. Molina:

The Texas Department of Transportation ("TxDOT") remains encouraged by our meetings with Flatiron/Dragados, LLC ("FDLLC") since receipt of FDLLC's August 28, 2022 letter regarding TxDOT's design concerns with the New Harbor Bridge Project ("Project"). To continue forward progress, TxDOT proposes the following agreement between TxDOT and FDLLC ("Letter Agreement") to allow for work on the New Harbor Bridge Project to move forward while comprehensive settlement negotiations are taking place. This agreement does not alter the legal rights of either TxDOT or FDLLC under either the Comprehensive Development Agreement ("CDA") or applicable law, and both reserve their rights to all claims or defenses they now or may possess. It is the intent of TxDOT and FDLLC that a final settlement agreement will be executed on or before a mutually agreed upon date ("Expiration Date"), which may be extended by mutual written agreement. TxDOT and FDLLC will mutually agree upon the Expiration Date.

- 1) FDLLC shall provide designs and install and implement the items of work that resolve the concerns raised by IBT in its reports, including IBT's September 30, 2022 report, to TxDOT's satisfaction. FDLLC shall submit initial plans and schedules for all such work to TxDOT for review no later than the Expiration Date.
- 2) The work described in paragraph (1) shall be performed by FDLLC at its expense. FDLLC will be responsible for all delays and disruptions to the Project resulting from the work provided in paragraph (1) above. Similarly, TxDOT shall extend the Completion Deadlines for the durations necessary for FDLLC to complete the work described in paragraph (1) above and will not assess Liquidated Damages in connection with the work described in paragraph (1), provided such work is timely completed in accordance with the completion deadlines and schedule mutually agreed on by TxDOT and FDLLC.
- 3) FDLLC shall be responsible for obtaining all Governmental Approvals and Environmental Approvals (as defined in the CDA), if any, required for the work described in paragraph (1).
- 4) FDLLC shall be responsible for acquiring, in accordance with Section 3.12 of the CDA, all interests in real property necessary, if any, for the work described in paragraph (1).

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- 5) FDLLC shall be responsible for performing any Utility Adjustment Work required, if any, for the work described in paragraph (1).
- 6) TxDOT, with FDLLC's cooperation, shall resolve issues with the Port of Corpus Christi relating to the work described in paragraph (1).
- 7) Upon completion of the work described in paragraph (1) to TxDOT's satisfaction and at FDLLC's expense, or at such earlier time when TxDOT, in its sole judgment is satisfied with the adequacy of FDLLC's performance hereunder, TxDOT shall withdraw the Notice of Default issued on August 16, 2022.
- 8) TxDOT and FDLLC will attempt to reach a formal settlement agreement resolving all of the disputes between TxDOT and FDLLC by the Expiration Date. The formal settlement agreement will also memorialize the agreements outlined in this letter and will supersede this Letter Agreement. Pending a full resolution of all disputes, all rights under the CDA are preserved, include TxDOT's reservation of rights under the Notice of Default.
- 9) Dispute proceedings before the Disputes Board and Disputes Review Panel and all other litigation of disputes shall remain on hold until the Expiration Date or a later date mutually agreed in writing. This includes notifying and requesting the Disputes Board to hold any rulings until after the Expiration Date or a later date mutually agreed in writing.
- 10) On execution of this Letter Agreement, TxDOT shall modify the suspension of work on the New Harbor Bridge that TxDOT issued on July 15, 2022, as necessary and appropriate, consistent with safety concerns, to allow the work described in paragraph (1) to proceed.

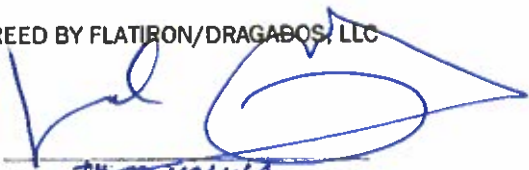
Please confirm that FDLLC is committed to abiding by this Letter Agreement by signing in the space provided below.

Sincerely,



Brian R. Barth, P.E.
Deputy Executive Director-Program Delivery
Texas Department of Transportation

AGREED BY FLATIRON/Dragados, LLC



By: _____
 Name: JUSTO MOLINA
 Title: T. EXECUTIVE
 Date: 10/6/2020

cc: Kurt Knebel, Flatiron Constructors, Inc.

Jose Antonio Lopez-Monis Plaza, Dragados USA
Javier Sevilla, Flatiron Constructors, Inc.
John Couture, Vice President, Flatiron Constructors, Inc.
Jamie Hurtado Cola, Legal Counsel, Dragados, SA
Kyle Bogdan, Legal Counsel, Flatiron Constructors, Inc.
Marc D. Williams, P.E., Executive Director, TxDOT
Valente Olivarez, Jr., P.E., TxDOT

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