Exhibit A
DEFINITIONS AND ACRONYMS

"Addenda/Addendum" means supplemental additions, deletions, and modifications to the provisions of the RFP after the release date of the RFP.

"Adjusted Available Public Funds Amount" has the meaning set forth in ITP Section 1.4.2.

"Alternative Technical Concepts" or **"ATCs"** means the concepts described in ITP Section 3.1.

"Authorized Representative" has the meaning set forth in ITP Section 2.2.1.

"Available Public Funds Amount" has the meaning set forth in ITP Section 1.1.

"Available Public Funds Amount Adjustment" has the meaning set forth in ITP Section 3.3.

"Capital Maintenance" means the portion of the Project Development Plan providing the information requested in Section 4.5 of Exhibit B to the ITP.

"Code" has the meaning set forth in ITP Section 1.6.4.

"Commission" means the Texas Transportation Commission.

"Development Agreement" means the comprehensive development agreement to develop, design and construct the Project, as further set forth in Volume II of the RFP.

"Development Agreement Documents" shall mean the "Contract Documents" defined in Section 1.2 of the Development Agreement.

"Developer" has the meaning set forth in ITP Section 1.1.

"Development Plan Evaluation Subcommittee" or **"DPES"** means the subcommittee that performs the initial review of the Technical Proposal and provides evaluation recommendations to the ESRC as set forth in ITP Section 5.1.

"Development Price" has the meaning set forth in Section 3.2 of Exhibit C to the ITP.

"Disadvantaged Business Enterprise" or **"DBE"** has the meaning set forth in 49 CFR Part 26.

"Capital Maintenance Agreement" or **"CMA"** means the agreement to provide capital maintenance services for the Project for up to 15 years, as further set forth in Volume III of the RFP.

"CMA Documents" shall have the meaning set forth in Section 1.2.1 of the Capital Maintenance Agreement.

"Equity Member" means (a) each entity with a direct interest in the Proposer (whether as a member, partner, joint venture member, or otherwise), (b) each entity proposed to have a direct interest in Developer (whether as a member, partner, joint venture member, or otherwise), and (c) each entity that will have an indirect interest in the Proposer or Developer through one or more intermediaries. Notwithstanding the foregoing, if the Proposer is a publicly traded company, shareholders with less than a 10% interest in the Proposer shall not be considered Equity Members.

"Evaluation and Selection Recommendation Committee" or **"ESRC"** means the committee that will review and evaluate the Proposals and make a recommendation to the Steering Committee as set forth in ITP Section 5.1.

"FHWA" means the Federal Highway Administration.

"Financial Proposal" means the financial information included in a Proposal submitted by a Proposer providing the information requested in Exhibit C-1 of the ITP.

"Instructions to Proposers" or **"ITP"** means the documents, including exhibits and forms, included in the RFP containing directions for the preparation and submittal of information by the Proposers in response to the RFP.
"Intelligent Transportation System" or **"ITS"** means a system for monitoring traffic flow and performance, including vehicle detection equipment that measures vehicle classification, vehicular volume, lane occupancy, and speed information; communications equipment; closed circuit television equipment; and equipment for dynamic messaging capability.
"Key Personnel" means the individuals designated by a Proposer pursuant to Section 3.2.5 of Exhibit B to the ITP.
"Key Subcontractor" means any subcontractor that will (a) fill any of the following key project roles: project management, lead design firm, quality control management, and quality assurance management or (b) serve as a key task leader for geotechnical, hydraulics and hydrology, structural, environmental, utility or right-of-way issues. See Form Q.
"Maintenance Option Price" has the meaning set forth in Section 3.4 of Exhibit C-2 to the ITP.
"Maintenance Price" has the meaning set forth in Section 3.2 of Exhibit C-2 to the ITP.
"Major Participant" means each Equity Member and each member of the Proposer's organization with: (a) primary responsibility for design; (b) primary responsibility for construction; (c) primary responsibility for capital maintenance; or (d) a proposed subcontract with a value greater than or equal to $10 million (excluding subcontracts with Suppliers).
"Major Professional Services Firm" has the meaning set forth in Section 3.2.2 of Exhibit B to the ITP.
"Option(s)" means those certain options contained in each of Work Packages 2 through 4 and as further described in ITP Table 1.1.
"Option Price" has the meaning set forth in Section 3.3of Exhibit C-2 to the ITP.
"Payment for Work Product Agreement" means the agreement between Proposer and TxDOT set forth as ITP Exhibit H that governs the payment for work product and use of the Proposer's work product, if unsuccessful, in accordance with ITP Section 6.3.
"Post-Selection Deliverables" has the meaning set forth in ITP Section 5.12.
"Preliminary Project Baseline Schedule" means the Project schedule required to be submitted with the Proposal and meeting the requirements set forth in Section 4.3.2 of Exhibit B to the ITP and Technical Provisions Section 2.1.1.2.1.
"Preliminary Project Management Plan" means the portion of the Project Development Plan providing the information requested in Section 4.4.1.2 of Exhibit B to the ITP.
"Price Proposal" means the price offer included in the Proposal submitted by a Proposer consisting of the items set forth in Exhibit C-2 to the ITP.
"Price Proposal Due Date" means the deadline for submission of Price Proposals identified in ITP Section 1.5.
"Price Proposal Evaluation Subcommittee" or **"PPES"** means the subcommittee that performs the initial review of the Price Proposal and provides evaluation recommendations to the ESRC as set forth in ITP Sections 5.5 and 5.6.
"Project" means the IH 35E Managed Lanes Project described in ITP Section 1.1.

"Project Development Plan" means the plan submitted with the Technical Proposal providing the information requested in Section 4.0 of Exhibit B to the ITP.
"Project Website" has the meaning set forth in ITP Section 2.2.
"Proposal" means the original documents submitted by a Proposer in response to the RFP.
"Proposal Revisions" have the meaning set forth in ITP Section 5.8.
"Proposal Security" means the proposal bond as described in Section 4.0 of Exhibit C-2 to the ITP.
"Proposer" means the entity submitting a Proposal for the Project in response to this RFP.
"Qualifications Statement" or **"QS"** means the submission made by a Proposer in response to the RFQ, including all clarifications thereto submitted in response to requests by TxDOT.
"Quality Management Plan" means the portion of the Project Development Plan providing the information requested in Section 4.4.2 of Exhibit B to the ITP.
"Quality Program" means the portion of the Project Development Plan providing the information requested in Section 4.3 of Exhibit B to the ITP.
"Reference Information Documents" means the documents and information included in Volume IV and described in ITP Section 1.2.1.
"Request for Qualifications" or **"RFQ"** means TxDOT's Request for Qualifications issued on January 23, 2012, as amended.
"Request for Proposals" or **"RFP"** means the set of documents identifying the Project and the work to be performed and materials to be furnished in response to which a Proposal may be submitted by a Proposer/Developer. The RFP includes the ITP, Development Agreement Documents**,** CMA Documents and Reference Information Documents. The RFP is issued only to Proposers that have been shortlisted following RFQ review.
"RFP Documents" shall mean the documents listed in ITP Section 1.2.1.
"ROW Credit ATC" means an ATC that qualifies for an Available Public Funds Amount Adjustment.
"Schedule" means the portion of the Project Development Plan providing the information requested in Section 4.3 of Exhibit B to the ITP.
"Stakeholder" means parties that may have a stake in the Project by virtue of their location or funding, including the North Texas Tollway Authority, Dallas County, Denton County, local city governments within the jurisdictions of the Project limits, North Central Texas Council of Governments, Dallas Area Rapid Transit, TxDOT, USACE, USDOT and FHWA and their officers, directors and employees. For purposes of ITP Section 2.2.3(d), the Texas Department of Public Safety and any other public law enforcement agency with jurisdiction to provide traffic patrol, traffic law enforcement and other police and public safety services in accordance with applicable Laws and agreements with State and local agencies will not be considered Stakeholders.
"Steering Committee" means the committee described in ITP Section 5.9.
"Surety" means the individual or entity committing to provide any of the bonds identified in the RFP and meeting all of the qualification requirements set forth therein.
"Technical Proposal" means all of the documents, certifications and information required to be submitted pursuant to Exhibit B to the ITP.
"Technical Proposal Due Date" means the deadline for submission of Technical Proposals and Financial Proposals identified in ITP Section 1.5.

"Toll System Integrator Agreement" has the meaning set forth in ITP Section 1.4.5.
"Technical Solutions" means the portion of the Project Development Plan providing the information requested in Section 4.1 of Exhibit B to the ITP.
"Traffic Management During Construction" means the portion of the Project Development Plan providing the information requested in Section 4.2 of Exhibit B to the ITP.
"USDOT" means the United States Department of Transportation.
"Work Package(s)" means, individually or collectively, as applicable, Work Package 1, Work Package 2, Work Package 3 and Work Package 4.
"Work Package 1" means the applicable base scope of Work described in Exhibit I and Table 1-1 of the ITP.
"Work Package 2" means the applicable base scope of Work and Options described in Exhibit I and Table 1-1 of the ITP.
"Work Package 3" means the applicable base scope of Work and Options described in Exhibit I and Table 1-1 of the ITP.
"Work Package 4" means the applicable base scope of Work and Options described in Exhibit I and Table 1-1 of the ITP.
For definitions of other initially capitalized terms, ***see*** the Development Agreement Documents and CMA Documents.

Exhibit B
TECHNICAL PROPOSAL INSTRUCTIONS

1.0 General Instructions

This Exhibit B describes the submission format for Technical Proposals and outlines the required information that will comprise a Technical Proposal for the Development Agreement and CMA.

Proposer shall submit the information required by this Exhibit B in the organization and format specified herein. The Technical Proposal shall be organized in the order listed in Exhibit E, and shall be clearly indexed. Each component of the Technical Proposal shall be clearly titled and identified. A copy of the checklist for the Technical Proposal, provided in Exhibit E, shall be included in the Technical Proposal. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

All forms named herein are found in Exhibit D. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

Evidence of signature authority shall be provided for all individuals signing forms on behalf of each Major Participant. Item B of the section entitled "Additional Information To Be Provided With Proposal Letter" of Form A-1 identifies requirements regarding evidence of signature authorization for the Proposal Letter. Similar authorization shall be provided for all other signatories for Major Participants.

2.0 Format

The Technical Proposal shall be limited to an aggregate of 80 pages (if double-sided, 40 sheets), plus the executive summary, resumes, appendices and exhibits containing required forms, graphs, matrices, schedule, drawings and other pertinent data.

3.0 Contents of the Technical Proposal

~~The required contents and organization of the Technical Proposal are presented in this Exhibit B and summarized in the Proposal checklist provided in Exhibit E. Proposers are to provide all the information set out in this Exhibit B. A copy of the checklist for the Technical Proposal, provided in Exhibit E, shall be included in the Technical Proposal. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.~~

The Technical Proposal shall consist of the following major elements:

(1) Executive Summary;
(2) Proposer Information, Certifications and Documents (including required Forms A-1, B-1 to E, G to J, O, P, Q and S);
(3) Project Development Plan;
(4) Appendices; and
(5) Work Package Identification form (Form T-1)

3.1 Executive Summary

The Executive Summary shall be written in a non technical style and shall contain sufficient information for reviewers with both technical and non technical backgrounds to become familiar with Proposer's Proposal and Proposer's ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall not exceed ten single-sided pages. The Executive Summary shall not include any information regarding pricing. It shall, at a minimum, include the following:

(1) An explanation of the organization and contents of the Proposal.
(2) A summary of any changes to Proposer's QS.

(3) A summary of any changes in Proposer's organization, Equity Members, other Major Participants and Key Personnel since submission of the QS.

(4) A 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 specified people;

(5) A summary of the Project Development Plan including:

(a) A summary of the Technical Solutions,

(b) A summary of the Preliminary Project Management Plan, and

(c) A summary of the Quality Management Plan

(6) A summary of the Proposer's approach to satisfying the DBE requirements;

3.2 Proposer Information, Certifications and Documents

3.2.1 Technical and Financial Proposal Letter

The Proposal shall include the Technical and Financial Proposal Letter (Form A-1). Proposer shall attach to the Proposal Letter the documents and information described in the section entitled "Additional Information To Be Provided With Proposal Letter" of Form A-1, provided however, Proposer may attach to the original Form A-1 an envelope including four certified copies of the required organizational documents in lieu of providing organizational documents with each of the copies of the Technical Proposal.

3.2.2 Information About Proposer, Major Participants and Other Subcontractors

The Proposal shall include a completed chart on Form B-1, including the names, contact information, role in the organization, licensing information, and description of work (if applicable) for Proposer and each Equity Member.

The Proposal shall include completed Form B-2 providing information about Proposer and its team as specified therein.

The Proposal shall include a completed Form B-3 providing information regarding (i) each Major Participant excluding Equity Members; (ii) each firm that will provide engineering, architectural, surveying, planning, quality assurance and/or other professional services for development of the Project valued at $2 million or more ("Major Professional Services Firm"); and (iii) all other subcontractors identified by Proposer as of the Proposal Due Date. Proposer is advised that all Major Professional Services Firms must be identified at the time of the Proposal, and that, as a condition to final award and execution of the Development Agreement and Capital Maintenance Agreement, the successful Proposer must provide evidence that it and its Major Participants hold all necessary licenses and professional registrations.

The Proposal shall include copies of organizational documentation described in the section entitled "Additional Information To Be Provided With Proposal Letter" of Form A-1 for Proposer, Developer and Equity Members, as well as other documentation required by Form B-2. If any modification to the organizational documents for such entity is contemplated prior to award or, if Proposer intends to form an affiliated entity to be the Developer, Proposer shall provide a brief description of the proposed legal structure and draft copies of the underlying organizational documents (described in the section entitled "Additional Information To Be Provided With Proposal Letter" of Form A) for such proposed entity.

3.2.3 Responsible Proposer and Major Participant Questionnaire

The Proposal shall include Form C, the "Responsible Proposer and Major Participant Questionnaire", signed by Proposer, each Major Participant and any other team member identified in the Proposal. As noted on the form, it may be provided by

Proposer on its own behalf and on behalf of the Developer and Equity Members, or it may be provided by Proposer on its own behalf and the individual Equity Members on their own behalf. The form executed by Proposer shall be signed by the same individual(s) who sign the Proposal Letter. The forms signed by Equity Members shall be signed by an authorized representative of such Equity Members and the Proposal shall include evidence of signature authorization for such individual.

3.2.4 Industrial Safety Record for Team Members Performing Installation or Construction work

The Proposal shall include an industrial safety record on Form D for each member of Proposer's team that will perform or supervise installation and/or construction work on the Project, including information for any entity in which such team member holds a substantial interest. If any such entity does not have an industrial safety history (for example if the firm is newly formed), Form D is not required for such entity, but a statement shall be provided explaining why the form is not included. Should any of these parties have been a member of a joint venture on past projects, the safety record of the joint venture in full shall be included as part of Form D.

3.2.5 Key Personnel

3.2.5.1 Designation of Key Personnel Prior to Proposal Due Date

Each Proposer shall submit a package that includes an original and five copies of the information specified in this Section 3.2.5.1 to TxDOT, by the date and time for submittal of changes in Key Personnel specified in ITP Section 1.5 for review and written approval by TxDOT, in its sole discretion. The package shall be delivered to the address set forth in ITP Section 2.2.1, and shall include a list of any proposed changes in Key Personnel from those identified in the QS and any new Key Personnel that were not required to be submitted with the QS falling within any of the categories identified in Section 3.2.5.2, along with copies of resumes for each such person (which must contain the individual's qualifications and relevant work experience) and contact information for three references for each individual.

TxDOT discourages changes in Key Personnel from the individuals listed in the QS and is under no obligation to approve such requests and may disapprove the request at its sole discretion. In addition, if any individual included in the Proposal is also proposed as a Key Personnel or for another position on any other TxDOT procurement, Proposer shall include in the package either: (1) a statement certifying that said individual will be available to assume its designated role on the IH 35E Project if Proposer is the successful Proposer, or (2) the resume of a qualified alternate.

If TxDOT, in its sole discretion, disapproves a proposed Key Personnel or (if applicable) its proposed alternate, Proposer shall submit the information required above for its proposed substitute, for review and approval by TxDOT in accordance with the foregoing process, at least 10 Business Days prior to the Proposal Due Date. The Proposal may not include any Key Personnel previously disapproved by TxDOT in writing.

The Proposal shall identify the pre-approved Key Personnel and shall include Form E identifying personnel work assignments, as well as a statement signed by Proposer and the employer of each designated Key Personnel position, committing to maintain such individual's availability for and active involvement in the Project. The Proposal also shall include copies of the resumes and contact information described in Section 3.2.5.1 for each designated Key Personnel position. Refer to the Development Agreement Documents and CMA Documents, as applicable, for information regarding

time commitment requirements for Key Personnel and TxDOT's rights if it determines that any such personnel are not devoting sufficient time to the prosecution and performance of the work required for the Project. Proposer may not make any changes in its Key Personnel after receipt of TxDOT approval as specified in this Section 3.2.5.1, except as provided in the Development Agreement Documents and CMA Documents, as applicable.

3.2.5.2 General Responsibilities of Key Personnel

(1) Project Manager. ~~Responsible for overall design, construction, operation (if applicable), maintenance and contract administration on behalf of Developer including safety and environmental compliance for the Project, assigned to the Project full time and co-located/on-site until Substantial Completion.~~See definition of "Project Manager" in Exhibit 1 to the Development Agreement for a description of the Project Manager's general responsibilities.

(2) Superintendent. ~~Responsible for ensuring that the Project is constructed in accordance with the Project requirements, assigned to the Project full time and co-located/on-site until Substantial Completion.~~ See definition of "Superintendent" in Exhibit 1 to the Development Agreement for a description of the Superintendent's general responsibilities.

(3) Lead Quality Manager. ~~Responsible for the overall design, construction and life cycle quality of the Project, implementing quality planning and training, and managing Proposer's quality management processes. Reports directly to individual at Lead Contractor who is outside the production team and bears no direct immediate profit and loss responsibility for the Project. Independent of Lead Contractor's production team and has the authority to stop work. May also serve as construction quality manager, but not the Design~~See definition of "Lead Quality Manager" in Exhibit 1 to the Development Agreement for a description of the Lead Quality Manager's general responsibilities. ~~Shall be co-located and on-site until Final Acceptance.~~(4) Environmental Compliance Manager. ~~Responsible for ensuring compliance of all on site activities with the requirements of all permits and regulatory requirements. The~~See definition of "Environmental Compliance Manager" in Exhibit 1 to the Development Agreement for a description of the Environmental Compliance Manager~~ reports directly to the lead individual(s) from the Equity Member. Independent of Lead Contractor's production team and has the authority to stop work.~~ 's general responsibilities.

(5) Design Manager. ~~Responsible for ensuring that the overall Project design is completed and design criteria requirements are met. The Design Manager shall be co-located/on-site whenever design activities are being performed, including design activities related to field design changes.~~ See definition of "Design Manager" in Exhibit 1 to the Development Agreement for a description of the Design Manager's general responsibilities.

(6) Lead Roadway Design Engineer. ~~Responsible for ensuring that the design of the roadway is completed and design criteria requirements are met. The~~ See definition of "Lead Roadway Design Engineer~~ will be the Engineer of Record for the roadway.~~ " in Exhibit 1 to the Development Agreement for a description of the Lead Roadway Design Engineer's general responsibilities.

(7) Lead Bridge Design Engineer. Responsible for ensuring that the design of bridges is completed and design criteria requirements are met. The See definition of "Lead Bridge Design Engineer will be the Engineer of Record for the bridges. " in Exhibit 1 to the Development Agreement for a description of the Lead Bridge Design Engineer's general responsibilities.

(8) Design Quality Manager. Responsible for all aspects of design quality and for implementation of procedures to ensure all design products are accurate and checked before release. The/Professional Services Quality Control Manager. See definition of "Professional Services Quality Control Manager" in Exhibit 1 to the Development Agreement for a description of the Design Quality Manager's general responsibilities. Note that the Design Quality Manager reports directly to Leadis referred to as the Professional Services Quality Control Manager. in the Development Agreement Documents. (9) Maintenance Manager. Responsible for overall design, construction, maintenance and contract administration matters on behalf of the Developer, including safety and environmental compliance following service commencement and interfacing with TxDOT in compliance withSee definitions of "Maintenance Manager" in Exhibit 1 to the Development Agreement and Exhibit 1 to the Capital Maintenance Agreement for descriptions of the Maintenance Manager's general responsibilities under each agreement .

(10) Maintenance QC Manager. Responsibilities include, but are not limited to, creation and execution of Developer's maintenance quality program, appointing quality personnel, assurance activities independent of production, enforcement of quality procedures, and documentation of quality records including public information, and environmental compliance See definitions of "Maintenance QC Manager" in Exhibit 1 to the Development Agreement and Exhibit 1 to the Capital Maintenance Agreement for descriptions of the Maintenance QC Manager's general responsibilities under each agreement. The Maintenance QC Manager shall have at least 10 years of recent experience developing, implementing, and overseeing maintenance quality programs.

(11) Public Information Coordinator. The See definition of "Public Information Coordinator shall lead the Developer's responsibility for public involvement activities on a day-to-day basis throughout the Term." in Exhibit 1 to the Development Agreement for a description of the Public Information Coordinator's general responsibilities. The Public Information Coordinator shall have a minimum of four years of relevant experience on projects of similar type and scope, and the ability to competently perform the responsibilities outlined in the Technical Provisions.

(12) Right of Way Acquisition Manager. See definition of "Right of Way Acquisition Manager" in Exhibit 1 to the Development Agreement for a description of the Right of Way Acquisition Manager's general responsibilities. The Right of Way Acquisition Manager shall have at least five years of experience managing the acquisition of ROW for transportation projects for a condemning authority, be licensed as a real estate salesman or broker pursuant to the Texas Real Estate License Act or rules established by the Texas Real Estate Commission, be familiar with appraisal and appraisal report review pursuant to the Uniform

Standards of Professional Appraisal Practice (USPAP), and be familiar with the Uniform Act and applicable Laws of the State of Texas.

(13) Utility Manager. ~~The Utility Manager shall perform all of Developer's obligations with respect to Utility Adjustments.~~See definition of "Utility Manager" for a description of the Utility Manager's general responsibilities. The Utility Manager shall have a bachelor's degree, and have at least four years of relevant experience in coordinating and solving complex utility adjustments on highway improvement projects. ~~The Utility Manager should be authorized by Developer to approve all financial and technical modifications associated with utility adjustments, and modifications to the utility agreement.~~

3.2.6 Letter(s) Approving Key Personnel and Changes in Proposer's Organization

The Proposal shall include a copy of the approval letter(s) issued by TxDOT pursuant to Section 3.2.5.1 approving the Key Personnel. If Proposer's organization has changed since submission of the QS, Proposer shall specifically describe such changes and, if applicable, include a copy of TxDOT's approval letter provided under ITP Section 2.11.

~~3.2.7 Non-Collusion Affidavit~~

~~The Proposal shall include Form F, certifying that the Proposal is not the result of and has not been influenced by collusion.~~

3.2.7 ~~3.2.8~~ Certification Regarding Buy America

The Proposal shall include Form G, regarding Buy America requirements.

3.2.8 ~~3.2.9~~ DBE Requirements

The Proposal shall include a DBE Certification (Form H) confirming that Proposer will obtain DBE commitments equal to or exceeding the DBE participation goal or will exercise good faith efforts to substantiate its attempts to meet the goal.

3.2.9 ~~3.2.10~~ Child Support Statement for State Grants, Loans and Contracts

The Proposal shall include Form I regarding child support obligations, for Proposer and each Major Participant.

3.2.10 ~~3.2.11~~ Organizational Conflict of Interest Disclosure

Attention is directed to TxDOT's rules on conflicts of interest, which are set forth at 43 Texas Administrative Code §27.8. The Proposal shall include a certification on Form J describing potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest.

3.2.11 ~~3.2.12~~ Certification Regarding Equal Employment Opportunity

The Proposal shall include Form P, regarding participation in contracts or subcontracts subject to the equal opportunity clause and the filing of required reports.

3.2.12 ~~3.2.13~~ Guarantor Letter

The Proposal shall include (if a guaranty is required): (a) an irrevocable letter signed by the guarantor in the form of Form U committing to provide a guaranty in the form of Exhibit 13 of the Development Agreement and a guaranty in the form of Exhibit 9 of the CMA, concurrently with execution and delivery of the Development Agreement Documents and CMA Documents by Proposer, (b) evidence of authorization of the signatory to that letter, (c) Form B-1 for the guarantor, (d) financial information described in Section 2.0 of Exhibit C-1; and (e) such other information concerning the guarantor as TxDOT may request. A guaranty of Developer's obligation under the Development Agreement is required under the following circumstances: (i) Proposer

identified a guarantor in its QS or was advised by TxDOT that a guaranty would be required as a condition to the shortlisting of Proposer, (ii) Developer's organization is a newly formed corporation or a limited liability entity, (iii) the combined Tangible Net Worth of Developer and its Equity Members is less than $200,000,000; or (iv) the form of organization of Proposer and/or the financially responsible parties comprising Proposer changes and TxDOT determines, in its sole discretion, to require a guarantor as a condition to approving such change under ITP Section 2.11.1. A guaranty of Maintenance Contractor's obligations under the CMA is required under the circumstances set forth in (i) – (iv) above, provided that the test will apply to the Maintenance Contractor's organization.

If a guaranty is required, the combined Tangible Net Worth of the guarantor, Developer and/or Maintenance Contractor, as applicable, and its Equity Members must be at least $200,000,000. Tangible Net Worth shall be determined based on audited financial statements for the fiscal year most recently ended.

3.2.13 ~~3.2.14~~ Surety Information

The Proposal shall include the following information regarding the Surety for the bonds to be provided in accordance with Section 8 of the Development Agreement and Section 7 of the CMA:

(1) Name of bonding company (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 and address of the agent.

(2) Whether or not the listed bonding company defaulted on any obligation within the past ten years, and the details in the event of such default.

~~**3.2.15 Certification Regarding Use of Contract Funds For Lobbying**~~

~~The Proposal shall include Form R, certifying that no federal appropriated funds have been or will be paid for lobbying activities and no other funds have been paid or will be paid to influence governmental decisions regarding this Project.~~

3.2.14 ~~3.2.16~~ Certification Regarding Ineligible Contractors

The Proposal shall include Form S, certifying that Proposer and its Subcontractors are not declared by the Federal Government, or have not voluntarily declared themselves, debarred, suspended or ineligible from doing transactions with the Federal Government or any of its agencies.

3.2.15 ~~3.2.17~~ Key Subcontractors

The Proposal shall include a list in the form of Form Q of the names of all Key Subcontractors that Proposer intends to use to complete the Work under the Development Agreement.

3.2.16 ~~3.2.18~~ Substantial Completion Deadline

The Proposal shall include Form O. Proposer shall indicate the number of calendar days between NTP1 and its proposed Substantial Completion date from the Preliminary Project Baseline Schedule on Form O.

3.2.17 ~~3.2.19~~ Payment for Work Product Agreement

Proposer, at its option, may submit with the Proposal an executed copy of the Payment for Work Product Agreement in the form of Exhibit H. Although submission of an executed Payment for Work Product Agreement is at the Proposer's election, submission of an executed Payment for Work Product Agreement with the Proposal shall be a condition to eligibility for the payment for work product as provided under Section 6.3 of the ITP. Any failure to submit an executed Payment for Work Product

Agreement with the Proposal will constitute a rejection of the payment for work product and render the Proposer ineligible for such payment.

3.3 Work Package Identification

Proposer shall submit on its own, in a sealed envelope placed inside the container holding the original Technical Proposal, an executed Form T-1 indicating which of the for Work Packages its Proposal is based.

4.0 Project Development Plan

Proposer shall submit a Project Development Plan which shall consist of the following five components:

(1) Technical Solutions (Section 4.1)
(2) Traffic Management During Construction (Section 4.2)
(3) Schedule (Section 4.3)
(4) Quality Program (Section 4.4)
(5) Capital Maintenance (Section 4.5)

The submittal requirements for each component of the Project Development Plan are described in the following sections.

4.1 Technical Solutions

The Proposer shall provide Technical Solutions for the base scope in the Work Package that is included in the Price. The Technical Solutions component of the Project Development Plan shall include separate design and construction plans for the bridge, surface structure and roadway elements of the Project as described below in Sections 4.1.1 and 4.1.2. The design and construction plans shall describe Proposer's approach to implementing the Work with respect to the bridge, surface structure and roadway elements of the Project, as applicable. In addition, the design and construction plans shall include information with respect to any approved ATCs, perceived added value items and the incorporation of new technologies as follows:

(1) Specifically, for all ATCs, the design and construction plans shall:

(a) Specifically state whether any approved ATCs are included in the Proposal, with reference to the ATC identification number assigned by TxDOT; and

(b) Describe how the ATC is used and provide cross-references to other elements of the Proposal that are affected by the ATC.

(2) For perceived added value components of the Proposal, the design and construction plans shall:

(a) Specifically identify characteristics of the Proposal which Proposer considers to improve upon the Project's technical requirements, as set forth in the Development Agreement Documents and the CMA Documents, and which bring additional benefits and/or value to TxDOT and the public; and

(b) Provide a dollar estimate of the value of such benefits.

4.1.1 Design and Construction Plan − Bridges and Surface Structures

The design and construction plan for bridges and surface structures shall include the following:

4.1.1.1 Project Understanding

Include a narrative explaining Proposer~~'~~'s understanding of the widening and rehabilitation Work with respect to the existing bridge elements. The narrative shall describe Proposer's technical solutions to accomplishing each of the following:

(1) Reduce maintenance costs;
(2) Minimize negative impacts to existing facilities;

(3) Maximize the Ultimate Project; and
(4) Minimize future costs of improvements.

In addressing each item above, cite specific references to the applicable concept plan(s) that supports the narrative.

4.1.1.2 Concept Plans

Include concept plans as follows:

(1) New Bridge Concept Plans - Concept plans for new bridges indicating proposed modifications to any bridge plans included in the RFP with sufficient detail to indicate bridge type, foundation type, width, controlling clearances, and span arrangement. Calculated vertical clearances shall be shown in all profile views. Lane configurations and clear zones of crossing roadways and railroads shall be clearly indicated as applicable.

(2) Existing Bridge Concept Plans – Concept plans and associated methodology for modifying existing bridges indicating proposed modifications with sufficient detail to indicate bridge type, foundation type, width, controlling clearances, and span arrangement. Calculated vertical clearances shall be shown in all profile views. Lane configurations and clear zones of crossing roadways and railroads shall be clearly indicated as applicable.

(3) Surface Structure Concept Plans - Concept plans for surface structures (i.e., retaining and noise walls) indicating wall types (including a typical section for each type), proposed locations and limits.

The New Bridge Concept Plans, Existing Bridge Concept Plans and Surface Structure Concept Plans shall include the following:

(1) identification of type, material, appearance and design life considerations;
(2) cross-sectional drawings of all proposed bridge types;
(3) identification of existing bridges proposed to be used in the Phase 1 project; and
(4) a description of the methods of construction for build-out on structures for the ultimate configuration.

4.1.2 Design and Construction Plan − Roadways

The design and construction plan for roadways shall include the following:

4.1.2.1 Project Understanding

Include a narrative explaining Proposer's understanding of the Work with respect to the incorporation of managed lanes, additional general purpose lanes and other roadway improvements associated with the Project. Narrative shall describe Proposer's approach to:

(1) Minimize Right of Way impacts;
(2) Reduce temporary improvements; and
(3) Minimize future costs of improvements.

In addressing each item above, cite specific references to the conceptual roadway plans that supports the narrative.

4.1.2.2 Conceptual Roadway Plans

Include conceptual roadway plans consisting of the following:

(1) Preliminary plan and profile schematic sheets for mainlanes, frontage roads, interchanges and crossing roadways for the Conceptual Plan.
(2) Schematic sheets shall include typical sections and general project roadway information such as right of way and project limits, design speeds and functional classification(s).

(3) Proposed refinements in the horizontal and vertical geometric configuration of the Conceptual Plan.
(4) Roadway and interchange geometry to accommodate the Ultimate Configuration.
(5) A description of all existing roadways and structures to be closed, demolished, left as is, or incorporated into the Project.
(6) A description of the methodology to be used for life cycle cost analysis for the Project over the duration of the Development Agreement and CMA, including the capital maintenance period.

4.2 Traffic Management During Construction

4.2.1 Project Understanding

4.2.1.1 Traffic Control/Traffic Management Plan

Include a narrative describing Proposer's understanding and approach to minimizing impacts and disruptions to the travelling public and surrounding communities during construction. This narrative shall describe Proposer's approach to:

(1) Maximize the number of available lanes and ensure travel time certainty;
(2) Provide adequate shoulders and safety zones;
(3) Minimize ramp closures; and
(4) Minimize the number of traffic control configurations.

In addressing each item above, cite specific references to Proposer's Traffic Control/Traffic Management Plan that supports the narrative.

4.2.1.2 Public Information and Communications

Include a narrative describing Proposer's understanding and approach to effective communications and public outreach during construction. This narrative shall describe Proposer's approach to:

(1) Ensure effective two-way communication with the travelling pubic; and
(2) Ensure effective two-way communication with the surrounding businesses and communities.

In addressing each item above, cite specific references to Proposer's Public Involvement Plan that supports the narrative.

4.2.2 Plans

4.2.2.1 Traffic Control/Traffic Management Plan

Include a Traffic Control/Traffic Management Plan describing Proposer's plan and approach for performing construction and traffic management on the Project. The Traffic Control/Traffic Management Plan shall, at a minimum, include the following:

(1) A narrative description of how Proposer intends to schedule and sequence the construction to minimize impacts on the environment, communities and traveling public while still providing acceptable construction performance.
(2) A description of the intended laydown, recycling, staging, disposal and maintenance locations (with approximate areas) to be used during construction.
(3) A description of how the right of way and adjacent roads and properties will be maintained and protected, including the intended measures to be used to mitigate and minimize noise, vibration, light, dust, erosion/run-off and local road damage.
(4) A description of how Proposer will coordinate its construction work with other projects that are expected to be under construction during the work.

4.2.2.2 Public Involvement Plan

Include a Public Involvement Plan describing Proposer's plan and management approach for public information and communication, including at least the following:

(1) Proposer's approach to positively implement and manage community relations and liaison with Stakeholders during the design, construction and maintenance stages of the Project, including consideration of all outreach activities, impacts on commuter travel and the adjacent community, and other specific aspects, such as air quality, noise impacts, fugitive light, construction traffic, Project marketing and advertising. Proposer shall describe its approach to public information activities, including identification of personnel for such effort and how Proposer will manage interaction with TxDOT, elected officials, public agencies, the communities, and other Stakeholders. Proposer shall address all elements of the proposed public information and communications plan as required in Technical Provisions.

(2) Proposer's preliminary public information and communications plan, which shall specifically address the following:

(a) Qualifications and experience of proposed key staff members who will be engaged for purposes of community outreach.

(b) Adjustments to construction and maintenance activities in response to community and Stakeholder concerns.

(c) Proposed communications strategies, such as, a newsletter, websites, and hotlines.

(d) The proposed methodology for capturing and resolving complaints, concerns or questions from the public.

(e) The proposed methodology for dealing with the news media.

4.3 Schedule

4.3.1 Key Schedule Dates

Proposer shall provide Substantial Completion dates in the Preliminary Project Baseline Schedule and ~~in the~~an accompanying narrative for the following key Project facilities (listed in order of importance):

(1) South Segment Improvements - IH 35E Managed Lanes Project from IH 635 to just north of SH 121 (Station 908+58)

(2) Lake Lewisville Bridge Improvements - IH 35E Managed Lanes Project from Valley Ridge Boulevard to Turbeville Road

(3) IH 35E Managed Lanes Project (remaining Elements)

4.3.2 Preliminary Project Baseline Schedule

Include a ~~(a)~~ Preliminary Project Baseline Schedule ~~and (b)~~prepared in accordance with the requirements for PBS-1 set forth in the Technical Provisions as well as an accompanying narrative for all portions of the Project, and include at least the following:

(1) Narrative which describes the proposed execution of the work for the term of the Development Agreement.

(2) A description of the approach used for preparing, controlling and updating the Preliminary Project Baseline Schedule, for calculating progress performance on a monthly basis, and preparing Payment Requests on a monthly basis;

(3) A description of all major work activities or milestones to the WBS Level ~~V for the design and construction period and WBS Level IV for the maintenance period,~~set forth in Table 2-2 of Section 2 of the Technical

Provisions and as set forth for the respective WBS Level in Attachment 2-2 to the Technical Provisions, provided, however, that no information regarding the utility cost loading required by the cited sections shall be included in the Technical Proposal.

(4) A description of the approach used for preparing and updating the Schedule of Values;

(5) A description of the approach to integrate subcontract activities into the Proposer's scheduling and reporting system;

(6) A description of the approach to managing resources and activities, both its own and subcontractors, and if necessary to recover schedule slippage;

(7) The Preliminary Project Baseline Schedule shall show achievement of Substantial Completion of the Project by no later than:

~~1,278~~1,460 days from NTP1 for Work Package 1;

~~1,278~~1,460 days from NTP1 for Work Package 2;

~~1,278~~1,460 days from NTP1 for Work Package 3; and

1,278 days from NTP1 for Work Package 4.

Proposer shall indicate the number of calendar days between NTP1 and its proposed Substantial Completion date for the Project on Form O.

Proposer's Preliminary Project Baseline Schedule submission shall not limit, modify or alter TxDOT's ability to review and approve the Preliminary Project Baseline Schedule, and selection of a Proposer shall not be deemed to be acceptance or approval of Proposer's Preliminary Project Baseline Schedule.

4.4 Quality Program

4.4.1 Project Management

4.4.1.1 Project Understanding

Include a narrative explaining how Proposer's Preliminary Project Management Plan accomplishes the following:

(1) Integrates specialty subcontractors and subconsultants

(2) Integrates partnering techniques throughout all levels of the organization

(3) Empowers of all levels of the organization to make decisions in coordination with the TxDOT counterparts and, if need be, a system to elevate issues to ensure rapid decisions

(4) A disciplined strategy for design, design quality and design review, safety, risk management and securing third-party approvals

In addressing each item above, cite specific references to the Preliminary Project Management Plan that supports the narrative.

4.4.1.2 Preliminary Project Management Plan

The Preliminary Project Management Plan shall set out Proposer's management approach to design, construction, traffic management, maintenance, handback upon completion of the CMA, documentation, testing and auditing/reporting for the Project, risk, community outreach and organizational structure. The minimum information to be provided within the Preliminary Project Management Plan is detailed in this Section 4.4.1.2 as follows.

(1) General Project Management. The Preliminary Project Management Plan shall describe Proposer's overall Project management plan and approach to the Work (including design, construction, and maintenance), including at least the following:

(a) A description of the methods to be used to assure necessary communication and documentation within Proposer's team, including communication among the sub-organizations and management personnel.

(b) A description of how Proposer intends to: (i) control and coordinate the various Subcontractors; (ii) interface with TxDOT, its consultants and relevant federal, State and local agencies; (iii) interface with applicable railroads and Utility Owners.

(c) A description of Proposer's plan to manage permitting and third-party coordination and approvals.

(d) Identify all Key Personnel Approved by TxDOT as of the Proposal Due Date.

(e) An organization chart outlining the basic structure of Proposer's Project organization identifying Key Personnel (including the design, construction and maintenance sub-organizations) and a description of the roles, responsibilities, contractual arrangements and work to be accomplished by each member of the management team and each sub-organization, including identified Subcontractors and Suppliers (at all tiers).

(f) Information describing how each of the Key Personnel will fit into the organization, including a description of each key person's function and responsibility relative to the Project, and indicating the percent of time that the person will devote to the Project.

(2) Risk Management. The Preliminary Project Management Plan shall describe the approach to identification, management, mitigation, and allocation of Project-specific risks, including a risk matrix which shall identify the following at a minimum:

(a) Significant risk categories during the design, construction and maintenance of the Project.

(b) The potential consequences of the identified risks.

(c) The probability/likelihood of risks.

(d) Proposed procedures and tools to conduct a risk sensitivity analysis.

(e) Risk-mitigation strategies to eliminate or reduce specific risks.

(3) Schedule and Cost Control Management. The Preliminary Project Management Plan shall provide a description of Proposer's plan and management approach for schedule and cost control on the Project, including at least the following:

(a) Describe Proposer's document, cost control and schedule management system to be used to control and coordinate the cost and schedule of the work during the term of the Development Agreement and the CMA, including during design, construction, and maintenance.

(b) Describe the proposed Project schedule methodology and cost control approach and include at least the following:

(i) A description of the system used for preparing and updating the Project schedule.

(ii) A description of the system used for preparing and updating the schedule of values.

(iii) A description of the proposed plan to integrate Subcontractor activities into Proposer's scheduling and reporting system.

(iv) A description of the proposed approach for calculating progress performance on a monthly basis and preparing payment requests.

(v) A description of how Proposer will approach re-scheduling of its work to achieve schedule recovery objectives and how these objectives will be enforced with its work force and Subcontractors.

(vi) The number of full-time equivalent personnel who will perform scheduling, reporting, invoicing and other project controls functions for the Project.

(4) Design Management. The Preliminary Project Management Plan shall provide a description of Proposer's plan and management approach for performing design on the Project, including at least the following:

(a) A description of how Proposer intends to manage the development and coordination of design, including issues such as design of connecting projects, right of way, survey, environmental permitting, utilities, community relations and safety issues.

(b) A description of the proposed approach for delivering the design for the Project, including where the designers will be located, how designs are to be developed by different firms, how offices will be integrated and work coordinated to ensure consistency and quality.

(c) A description of how the design personnel will interface with the construction and maintenance personnel to achieve a quality constructed Project that minimizes long-term maintenance.

(5) Mentoring and Job Training. The Preliminary Project Management Plan shall provide a description of Proposer's plan and management approach for mentoring and job training on the Project, including at least the following:

(a) A description of Proposer's concept to utilize and train DBEs, including:

(i) A description of standard subcontracting methods to effectively manage subcontractor performance as it relate to the Technical Provisions.

(ii) An outline of areas of work where DBEs may be utilized.

(iii) A description of the training program to be utilized to educate and train employees in various job functions as well as training for environmental and site specific issues.

(b) A description of Proposer's plan to mentor DBEs and other small businesses, including:

(i) Eligibility criteria for participation in the program.

(ii) Program goals for mentoring on public private partnerships, design, construction and maintenance.

(iii) A mentoring program for educational workshops, including the following:

- A description of targeted technical disciplines;
- Identification of specific audiences;

- Development of a short term plan;
- Development of a long term plan;
- Identification of workshop administrative procedures; and
- Identification of frequency of the workshops;

(iv) Educational workshops for bonding and insurance requirements.

(v) Procedures and methodologies for dividing work into economically feasible units to encourage small business participation.

(c) Criteria for evaluating the effectiveness of the small business program.

(d) A description of Proposer's individual job training plan to assist with developing women, Blacks, Hispanics and others (including, American Indian, Alaskan, Native, Asian or Pacific Islander) in the "critical crafts" designated annually by TxDOT. The plan shall include training goals for on-Site and off-Site, the cost of training, and a schedule for training. The schedule for training shall include job classifications, number of trainees per classification and the anticipated start times in each classification.

Proposer's Mentoring and Job Training plan, as approved by TxDOT, shall be incorporated into the Development Agreement Documents as Exhibit 8 and into the CMA Documents as Exhibit 5 following award of the Development Agreement and CMA, and shall be subject to TxDOT review, comment and approval.

4.4.2 Quality Management Plan

4.4.2.1 Project Understanding

Include a narrative explaining how Proposer's Proposal Stage Quality Management Plan accomplishes the following:

(1) Complies with ISO standards for quality systems, quality plans and quality audits

(2) Integrates TxDOT into the quality management system

(3) Enables TxDOT to monitor, audit and measure Developer's performance in the management of design, construction and capital maintenance.

For each section above, cite specific references to the ~~Preliminary Project~~Proposal Stage Quality Management Plan that supports the narrative.

4.4.2.2 Proposal Stage Quality Management Plan

Include a Proposal Stage Quality Management Plan describing Proposer's plan and approach to quality management during all stages of the Project through mobilization, the design and construction of the Project. The Proposal Stage Quality Management Plan shall outline the systems that will be employed to ensure that the work is executed with minimal requirement for corrective work. The Proposal Stage Quality Management Plan shall detail the systems employed to detect noncompliance, correct the consequences of noncompliance and to prevent the reoccurrence of repeat noncompliance. The Proposal Stage Quality Management Plan shall include at least the following:

(1) A description of the proposed design, construction and maintenance quality program organization, including the name and resume of Key Personnel responsible for quality management.

(2) An organization chart showing the quality management structure, along with a staffing plan by position title.

(3) A description of Proposer's quality management plan, including:

(a) How the quality management staff will be functionally independent so that such individuals will have the authority to effect changes in the event of Developer's failure to comply with the Development Agreement Documents and CMA Documents.

(b) A description of both the formal and the informal process for design submittals, design reviews, design deficiency corrections and change tracking.

(c) Quality assurance and quality control procedures for design, construction and maintenance.

(d) A description of the approach to acceptance testing and inspection.

(e) Proposed quality management documentation procedures.

(f) The approach to implement TxDOT oversight procedures.

(g) Interfacing with third parties and other Stakeholders.

(h) The approach to documenting and curing construction deficiencies and noncompliance issues and ensuring that repeat mistakes are avoided.

4.5 Capital Maintenance

4.5.1 Project Understanding

Include a narrative explaining how Proposer's Proposal Stage Capital Maintenance Plan accomplishes the following:

(1) Ensures compliance with all technical provisions;

(2) Provides safe and efficient responses to capital maintenance needs of the Project, the adjacent communities and the traveling public;

(3) Provides effective interfacing, communication and coordination with separate contractors, Stakeholders and other third parties; and

(4) Provides efficient transition of capital maintenance activities and asset handover from Maintenance Contractor to TxDOT upon completion of capital maintenance obligations.

For each section above, cite specific references to the Proposal Stage Capital Maintenance Plan that supports the narrative.

4.5.2 Proposal Stage Capital Maintenance Plan

The Proposal shall provide a Proposal Stage Capital Maintenance Plan which shall describe how Proposer will meet the performance requirements set forth in the Capital Maintenance Agreement. For the Proposal Stage Capital Maintenance Plan, the Proposal shall address at least the following:

(1) The plan and approach to transitioning and phasing from construction to capital maintenance activities.

(2) The plan and approach to annual capital maintenance and capital maintenance reporting, and how they will be used to manage the Project.

(3) The plan and approach for transfer of capital maintenance responsibility for the Project to TxDOT at the expiration or termination of the CMA, including a preliminary list of specialized maintenance equipment that will be turned over to TxDOT.

(4) Management tools (such as communications, computers, software and equipment).

(5) The approach to traffic control and operations during capital maintenance activities, including lane closures and other traffic restrictions.

(6) Inspection and testing of Project items (including pavements, shoulders, bridges, sound and retaining walls, drainage facilities, embankments and cut slopes) and the identification and classification of defects and inspection failures.

(7) Record and document control plan for as built, inspection, capital maintenance and associated activities.

(8) How defects or faults in any aspect of the Project's infrastructure shall be classified and rectified within appropriate time limits.

(9) The proposed program for the planning, implementation and completion of future capital maintenance repairs, and capital asset replacement activities during the term of the CMA. The information shall describe the approach to programming of works and costing and ensuring that maintenance transition requirements from construction to maintenance of the capital assets will be met.

(10) The plans, policies and procedures for ensuring the health and safety of personnel involved in the Project and the general public affected by the Project for the term of the CMA.

(11) Description of how the Proposer will manage and control traffic during the maintenance period. A description of how the Proposer will manage and control traffic with simultaneous maintenance activities and other ongoing construction projects during the term of the Capital Maintenance Agreement.

(12) The approach to interfacing and coordinating with TxDOT, contractors, consultants, other Governmental Entities and Stakeholders, operators of the main lane facilities and adjacent sections of roads and adjacent landowners.

Exhibit C-1
FINANCIAL PROPOSAL INSTRUCTIONS

1.0 General Instructions

This Exhibit C-1 describes the submission format for Financial Proposals and outlines the required information that will comprise the Financial Proposal for the Development Agreement and CMA.

Proposer shall submit the information required by this Exhibit C-1 in the organization and format specified herein. The Financial Proposal shall be organized in the order listed in Exhibit E, and shall be clearly indexed. Each component of the Financial Proposal shall be clearly titled and identified. A copy of the checklist for the Financial Proposal, provided in Exhibit E, shall be included in the Financial Proposal. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

All forms named herein are found in Exhibit D, unless otherwise noted. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

1.1 Format of Financial Proposal

All price, cost and financial information provided in the Financial Proposal shall be in U.S. Dollar currency only..

If there are any discrepancies between the hard copy and electronic copy of any quantitative information provided in the Financial Proposal, the hard copy version will prevail. If there are any differences between individual line amounts and totals, the individual line amounts will prevail.

1.2 Contents of Financial Proposal

All parts of the Proposal that indicate ~~price and~~ financial information are to be included in the Financial Proposal.

The required contents and organization of the Financial Proposal are presented in this Exhibit C-1 and summarized in the Proposal checklist provided in Exhibit E. Proposers are to provide all the information set out in this Exhibit C-1. A copy of the checklist for the Financial Proposal, provided in Exhibit E, shall be included in the Financial Proposal. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

2.0 Financial Capacity Information

Proposers shall clearly identify any differences between the financial capacity information submitted in the Proposal and the information submitted in the QS.

The Financial Proposal shall include the following information for Proposer, all Equity Members and any required guarantors:

- Audited financial statements (fiscal year end and quarterly) for all periods subsequent to those included in the QS.
- In addition, interim unaudited financial statements for the period since the most recent completed fiscal year or quarter for Proposer, Equity Members and any required guarantors are to be provided.

The financial statements, whether for the most recent completed fiscal year or for the period since the most recent completed fiscal year, must meet the following requirements:

(1) Financial statement information must include:
   - (a) Opinion Letter (Auditor's Report)
   - (b) Balance Sheet
   - (c) Income Statement

(d) Statement of Changes in Cash Flow

(e) Footnotes.

(2) Financial statements must meet the following requirements:

(a) **GAAP –** Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP"). If financial statements are prepared in accordance with principles other than U.S. GAAP, a letter from the certified public accountant of the applicable entity, discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP.

(b) **U.S. Dollars** - Financial statements must be provided in U.S. dollars. If financial statements are not available in U.S. dollars, Proposer must include summaries of the Income Statements, Statement of Cash Flows, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.

(c) **Audited** – Fiscal year end financial statements must be audited by an independent party qualified to render audit opinions (e.g. certified public accountant). If audited financials are not available for an Equity Members and any required guarantors, the Financial Proposal shall include unaudited financial statements for such member, certified as true, correct and accurate by the chief financial officer or treasurer of the entity.

(d) **English** – Financial statement information must be prepared in English. If audited financial statements are prepared in a language other English, translations of all Financial statement information must be accompanied with the original financial statement information.

(3) Other information and requirements:

(a) **Newly Formed Entity** – If Proposer is a newly formed entity and does not have independent financial statements, financial statements for the Equity Members and any required guarantors shall be provided (and Proposer shall expressly state that Proposer is a newly formed entity and does not have independent financial statements).

(b) **Guarantor Letter of Support** – One or more guaranties regarding Maintenance Contractor's obligations under the CMA and one or more guaranties regarding Developer's obligations under the Development Agreement may be required by ITP Exhibit B, Section 3.2.13. The letter from the guarantor must confirm unequivocally that it will guarantee all the obligations of Developer and/or Maintenance Contractor with respect to the CMA or Development Agreement or both, as appropriate. Proposers are advised that TxDOT may, in its discretion based upon the review of the information provided, specify that an acceptable guarantor is required as a condition to eligibility for award.

(c) **SEC Filings** – If the team or any other entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.

(d) **Credit Ratings** – Appropriate credit ratings must be supplied for each Proposer and Equity Member, and guarantor to the extent such entities have credit ratings. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity.

(e) **Material Changes in Financial Condition** – A letter from the chief financial officer or treasurer, providing information on any material changes in financial condition since submission of the QS and those that are pending. Additionally,

Proposers shall be required to provide updated information following the Proposal Due Date as long as the dissemination of such information is permitted by law.

The following list identifies certain items that TxDOT would consider a material change in financial condition. This list is intended to be indicative only. At the discretion of TxDOT, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity shall be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. The affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material adverse changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in the fiscal periods between submission of the QS and the most recent completed periods (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

List of Representative Material Changes

A. An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;
B. A downward change in tangible net worth of 10% of shareholder equity;
C. A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;
D. A downward change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;
E. Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
F. The affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurred a net operating loss; (ii) sustained charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implemented a restructuring/reduction in salaried personnel exceeding 200 positions or involving the disposition of assets exceeding 10% of the then shareholder equity; and
G. Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a

material change in financial condition since submission of the QS or may be pending for the next reporting period.

(f) **Off-Balance Sheet Liabilities** - A letter from the certified public accountant, chief financial officer, treasurer or certified public accountant for each entity for which financial information is submitted, identifying all material off balance sheet liabilities

The information required under this Section 2.0 (for Proposer, all Equity Members and any required guarantors) shall be packaged separately for each separate entity with a cover sheet identifying the name of the organization and its role in Proposer's organization (i.e., Equity Members, lead design firm, subcontractor, etc.).

Exhibit C-2
PRICE PROPOSAL INSTRUCTIONS

1.0 General Instructions

This Exhibit C-2 describes the submission format for Price Proposals and outlines the required information that will comprise the Price Proposal for the Development Agreement and CMA.

All parts of the Proposal that indicate Price information are to be included in the Price Proposal. Proposer shall submit the information required by this Exhibit C-2 in the ~~organization and~~ format specified herein~~. Each component of the Price Proposal shall be clearly titled and identified~~, and shall organize the Price Proposal in the order listed in Exhibit E, and each component of thereof shall be clearly indexed. A copy of the checklist for the Price Proposal, provided in Exhibit E, shall be included in the Price Proposal. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

All forms named herein are found in Exhibit D, unless otherwise noted. Pricing forms are provided in Word and Excel formats. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

1.1 Format of Price Proposal

All price and cost information provided in the Price Proposal shall be in U.S. Dollar currency only and all amounts, except the amounts on Forms N-1, N-1.1. N-2 and N-2.11, shall be stated as nominal dollars. The U.S. Dollar amounts in Forms N-1, N-1.1, N-2 and N-2.1 shall be stated as 2012 dollars as of the Price Proposal Due Date. If there are any discrepancies between the hard copy and electronic copy of any quantitative information provided in the Price Proposal, the hard copy version will prevail. If there are any differences between individual line amounts and totals, the individual line amounts will prevail.

1.2 Contents of Price Proposal

All parts of the Proposal that indicate price are to be included in the Price Proposal.

The required contents and organization of the Price Proposal are presented in this Exhibit C-2 and summarized in the Proposal checklist provided in Exhibit E. Proposers are to provide all the information set out in this Exhibit C-2. A copy of the checklist for the Price Proposal, provided in Exhibit E, shall be included in the Price Proposal. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

The Price Proposal shall consist of the following major elements:

(a) Proposer Information, Certifications and Documents (including Form A-2, F and R);

(b) Price information (including Forms M-1, M-1.1, M-1.2, M-2.1, M-2.2, M-2.3, M-2.4, M-3, M-3.1, M-3.2, N-1, N-1.1, N-2, and N-2.1);

(c) Proposal Security (including Form K); and

(d) Development Price Verification (Form T-2).

2.0 Proposer Information, Certifications and Documents

2.1 Price Proposal Letter

The Proposal shall include the Price Proposal Letter (Form A-2). Proposer shall attach to the Price Proposal Letter the documents and information ("Authorization Documents") described in the section entitled "Additional Information To Be Provided With Proposal Letter" of Form A-2.

2.2 Non-Collusion Affidavit

The Price Proposal shall include Form F, certifying that the Proposal is not the result of and has not been influenced by collusion.

2.3 Certification Regarding Use of Contract Funds For Lobbying

The Price Proposal shall include Form R to be executed by the Proposer, all members or joint venturers of the Proposer and all other Major Participants including Equity Members, certifying that no federal appropriated funds have been or will be paid for lobbying activities and no other funds have been paid or will be paid to influence governmental decisions regarding this Project.

2.4 Surety Letter

The Price Proposal shall include a letter from the Surety indicating that the Surety has reviewed the Development Agreement Documents , and is prepared to issue the Performance Bond(s) and Payment Bond(s) in the form and amount required by the Development Agreement. The letter must specifically state that the Surety has read the RFP (including the ITP) and any addenda and has evaluated the backlog, work in progress, recently awarded and conditionally awarded contracts as of the date of the letter for the entity for which it will provide the bonds in determining its willingness to issue the Performance Bond(s) and Payment Bond(s). Separate letters for one or more of the individual Equity Members, as is a single letter covering all Proposer team members. If more than one letter is provided, each letter shall set forth the portion of the bond amount the surety will be issuing.

3.0 Price Information

3.1 Development Price, Cash Flow Adjustment Table/Maximum Payment Curve and Options

Proposer shall submit a Development Price using (1) Form M-1 to set forth the total price for the work required under the Development Agreement, and (2) Form M-1.1 to set forth an itemized breakdown of the Development Price.

The Financial Proposal shall include a completed Form M-1.2 which shall set forth any ATC adjustment costs identified by TxDOT in its ATC approval letters for ATCs that are incorporated into the Proposal. The Financial Proposal shall also include a completed Form M-2.1, M-2.2, M-2.3 or M-2.4, as applicable for the Work Package selected, setting forth the cash flow corresponding to the anticipated draw requests for the work required under the Development Agreement, which cash flow shall not exceed the maximum payment curve set forth in Form M-2.1, M-2.2, M-2.3 or M-2.4, as applicable for the Work Package selected, at any point in time. The draw requests shall be established by anticipated percentage completed on a monthly basis, and shall be limited to the lesser of the anticipated cash flow and the maximum payment curve set forth in Form M-2.1, M-2.2, M-2.3 or M-2.4, as applicable for the Work Package selected. The maximum payment to Developer prior to NTP2 shall not exceed $25 million.

3.2 Maintenance Price

Proposer shall submit a Maintenance Price using Form N-1 setting forth the annual lump sum price, in year 2012 dollars, for maintenance services for the years 1 through 5, 6 through 10, and 11 through 15 of the CMA, as well as a breakdown of such price into the categories included on Form N-1.1. The services required for each of the major categories are more particularly described in the CMA, including the Maintenance Specifications (see Attachment 2 to the Maintenance Specifications for section references). The CMA provides for the adjustment procedures and index for annual adjustments in the price for maintenance services.

In developing the Maintenance Price, the Proposers shall consider the limitations on private use under Section 141 of the Internal Revenue Code of 1986, as amended, and the management contract rules under Section 1.141-3(b)(4) of the Regulations of the Treasury Department.

3.3 Option Price

Proposer shall submit an Option Price using Form M-3 setting forth a separate price for each Option included in the Work Package selected. For each Option included in the Work Package selected, Proposer shall also submit a Form M-3.1(a) or M-3.1(b), as applicable,, which shall set forth the cash flow corresponding to such Option. The draw requests shall be established by anticipated percentage completed on a monthly basis, and shall be limited to the anticipated cash flow.

The Financial Proposal shall include a completed Form M-3.2 which shall set forth any ATC adjustment costs identified by TxDOT in its ATC approval letters for ATCs that are incorporated into the Proposal relating to Options.

For purposes of clarification, Forms M-3, M-3.1(a) and M-3.1(b) are not required if the Proposer submits Work Package 1.

3.4 Maintenance Option Price

Proposer shall submit a Maintenance Option Price using Form N-2 which shall set forth the annual lump sum price, in year 2012 dollars, for maintenance services for the years 1 through 5, 6 through 10, and 11 through 15 of the CMA, for each Optional Work Item included in the Work Package selected.

Proposer shall also submit Form N-2.1 for each Option included in the Work Package selected detailing the breakdown of the Maintenance Option Price for each such Option. Proposer may refer to the CMA, and the Maintenance Specifications in particular, for the services required for each of the major categories (***see*** Attachment 2 to the Maintenance Specifications for section references). Further, Proposer may refer to the CMA for the adjustment procedures and index for annual adjustments in the price related to the maintenance services.

In developing the Maintenance Option Price, the Proposers shall consider the limitations on private use set forth in Section 141 of the Internal Revenue Code of 1986, as amended, and the management contract rules set forth in Section 1.141-3(b)(4) of the Regulations of the Treasury Department.

For purposes of clarification, Forms N-2 and N-2.1 are not required if the Proposer submits Work Package 1.

3.5 Utility Cost Loading Information

Provide the utility cost loading information associated with the major work activities or milestones to WBS Level V for the design and construction period and WBS Level IV for the maintenance period, as set forth for the respective WBS Level in Attachment 2-2 to the Technical Provisions.

4.0 Proposal Security

The Proposal shall include a proposal bond as specified below.

4.1 Forfeiture of Security

Forfeiture of Proposal Security in accordance with Section 4.7of the ITP will constitute liquidated damages. By submitting its Proposal, Proposer agrees and acknowledges that such liquidated damages are reasonable in order to compensate TxDOT for damages it will incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of TxDOT's transportation improvement program, including the CDA program, with policy makers and with the general public,

delays to the Project and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead and other administrative costs). By submitting its Proposal, Proposer further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages that TxDOT would incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal, and do not constitute a penalty. By submitting its Proposal, Proposer agrees to such liquidated damages in order to fix and limit Proposer's costs and to avoid later Disputes over what amounts of damages are properly chargeable to Proposer.

4.2 Form of Proposal Bond

A proposal bond in the amount of $50 million and in the form of Form K shall be provided by a Surety 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. The proposal bond shall be subject to forfeiture in accordance with ITP Section 4.7. Each proposal bond will be retained until the Development Agreement Documents and CMA Documents have been fully executed, after which the proposal bond for each unsuccessful Proposer, except those proposal bonds which have been forfeited, will be returned to the respective Proposers. The proposal bond for the successful Proposer shall be returned at such time as Proposer has satisfied all conditions of execution and award set forth in ITP Section 6.1. If the next best value Proposer is notified during the 180-day period that it is selected for negotiations, such Proposer shall obtain an extension of the Proposal Bond for the period until 270 days after the Proposal Due Date

5.0 Development Price Verification

Proposer shall submit on its own, in a sealed envelope placed inside the container holding the original Price Proposal, an executed Form T-2 indicating whether or not Proposer's Development Price is less than or equal to the Adjusted Available Public Funds Amount for the Proposer's Work Package selection.

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Exhibit D

REQUIRED FORMS

(see attached)

Exhibit E

SUMMARY AND ORDER OF PROPOSAL CONTENTS

Proposal Component	Form (if any)	ITP Section Cross-Reference
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 Development Agreement and CMA.		
A. Executive Summary		
1. Executive Summary **(Exclude price information)**	No forms are provided	Exhibit B, Section 3.1
B. Proposer Information, Certifications & Documents		
1. Technical and Financial Proposal Letter	Form A-1	Exhibit B, Section 3.2.1
2. Authorization Documents	No forms are provided	Exhibit B, Section 3.2.1
3. Identification of Proposer and Equity Members	Form B-1	Exhibit B, Section 3.2.2
4. Information About Proposer Organization	Form B-2	Exhibit B, Section 3.2.2
5. Information About Major Participants, Major Professional Services Firms and Identified Subcontractors	Form B-3	Exhibit B, Section 3.2.2
6. Responsible Proposer and Major Participant Questionnaire	Form C	Exhibit B, Section 3.2.3
7. Industrial Safety Record for Team Members Performing Installation or Construction Work	Form D	Exhibit B, Section 3.2.4
8. Personnel Work Assignment Form	Form E	Exhibit B, Section 3.2.5
9. Key Personnel statement of availability	No forms are provided	Exhibit B, Section 3.2.5
10. Letter(s) Approving Key Personnel	No forms are provided	Exhibit B, Section 3.2.6
11. Letter(s) Approving Changes in Proposer's Organization	No forms are provided	Exhibit B, Section 3.2.6
12. Buy America Certification	Form G	Exhibit B, Section ~~3.2.8~~3.2.7
13. DBE Certification	Form H	Exhibit B, Section ~~3.2.9~~3.2.8
14. Child Support Statement for State Grants, Loans and Contracts	Form I	Exhibit B, Section ~~3.2.10~~3.2.9

Proposal Component	Form (if any)	ITP Section Cross-Reference
15. Conflict of Interest Disclosure Statement	Form J	Exhibit B, Section ~~3.2.11~~3.2.10
16. Equal Employment Opportunity Certification	Form P	Exhibit B, Section ~~3.2.12~~3.2.11
17. Surety Information	No forms are provided.	Exhibit B, Section ~~3.2.14~~3.2.13
18. Certification Regarding Ineligible Contractors	Form S	Exhibit B, Section ~~3.2.16~~3.2.14
19. Key Subcontractors	Form Q	Exhibit B, Section ~~3.2.17~~3.2.15
20. Substantial Completion Deadline	Form O	Exhibit B, Section ~~3.2.18~~3.2.16
21. Payment for Work Product Agreement **(Optional)**	Exhibit H	Exhibit B, Section ~~3.2.19~~3.2.17
C. Project Development Plan		
1. Technical Solutions	No forms are provided	Exhibit B, Section 4.1
a. Design and Construction Plan − Bridges and Surface Structures	No forms are provided	Exhibit B, Section 4.1.1
b. Design and Construction Plan − Roadways	No forms are provided	Exhibit B, Section 4.1.2
2. Traffic Management During Construction	No forms are provided	Exhibit B, Section 4.2
a. Traffic Control / Traffic Management	No forms are provided	Exhibit B, Section 4.2.1.1
b. Public Information and Communications	No forms are provided	Exhibit B, Section 4.2.1.2
c. Traffic Control/Traffic Management Plan	No forms are provided	Exhibit B, Section 4.2.2.1
d. Public Involvement Plan	No forms are provided	Exhibit B, Section 4.2.2.2
3. Schedule	No forms are provided	Exhibit B, Section 4.3
a. Key Schedule Dates	No forms are provided	Exhibit B, Section 4.3.1
4. Quality Program	No forms are provided	Exhibit B, Section 4.4
a. Project Management	No forms are provided	Exhibit B, Section 4.4.1
b. Quality Management Plan	No forms are provided	Exhibit B, Section 4.4.2
5. Capital Maintenance	No forms are provided	Exhibit B, Section 4.5
a. Project Understanding	No forms are provided	Exhibit B, Section 4.5.1
b. Proposal Stage Capital Maintenance Plan	No forms are provided	Exhibit B, Section 4.5.2
D. Appendices		

Proposal Component	Form (if any)	ITP Section Cross-Reference
1. Key Personnel Resumes and References	No forms are provided	Exhibit B, Section 3.2.5.1
2. Technical Drawings, Graphs and Data	No forms are provided	Exhibit B, Section 4.1
3. Preliminary Project Baseline Schedule	No forms are provided	Exhibit B, Sections 4.3.2(a) and (b)
E. Work Package Identification		
Work Package Identification **(Place in a separate sealed envelope inside container with original Technical Proposal)**	Form T-1	Exhibit B, Section 3.3
Financial Proposal		
Proposers shall follow the order of this checklist in their submissions. A referenced copy of this document shall be submitted with the Financial Proposal.		
A. Updated Financial Information		
1. Audited fiscal financial statements for all periods subsequent to the QS and unaudited interim financial statements	No forms are provided	Exhibit C-1, Section 2.0
2. Guarantor Letter (if required)	Form U, Form B-1 is also required for the guarantor	Exhibit B, Section ~~3.2.13~~3.2.12 Exhibit C-1, Section 2.0
3. For publicly held companies, most recent SEC 10-K and 10-Q reports and any 8-Ks filed since the QS	No forms are provided	Exhibit C-1, Section 2.0
4. Credit ratings	No forms are provided	Exhibit C-1, Section 2.0
5. Letter regarding material change in financial condition since submission of the QS and for next reporting period	No forms are provided	Exhibit C-1, Section 2.0
6. Letter disclosing all material off balance sheet liabilities	No forms are provided	Exhibit C-1, Section 2.0
Price Proposal		
Proposers shall follow the order of this checklist in their submissions. A referenced copy of this document shall be submitted with the Price Proposal.		
A. Proposer Information, Certification and Documents		
1. Price Proposal Letter	Form A-2	Exhibit C-2, Section 2.1

Proposal Component	Form (if any)	ITP Section Cross-Reference
2. Non-Collusion Affidavit	Form F	Exhibit C-2, Section 2.2
3. Certification Regarding Use of Contract Funds for Lobbying	Form R	Exhibit C-2, Section 2.3
4. Surety Letter	No forms are provided	Exhibit C-2, Section 2.4
B. Price Information		
1. Development Price	Form M-1	Exhibit C-2, Section 3.1
2. Development Price Breakdown	Form M-1.1	Exhibit C-2, Section 3.1
3. ATC Adjustments	Form M-1.2	Exhibit C-2, Section 3.1
4. Cash Flow Adjustment Tables / Maximum Payment Curve (Work Package 1)	Form M-2.1	Exhibit C-2, Section 3.1
5. Cash Flow Adjustment Tables / Maximum Payment Curve (Work Package 2)	Form M-2.2	Exhibit C-2, Section 3.1
6. Cash Flow Adjustment Tables / Maximum Payment Curve (Work Package 3)	Form M-2.3	Exhibit C-2, Section 3.1
7. Cash Flow Adjustment Tables / Maximum Payment Curve (Work Package 4)	Form M-2.4	Exhibit C-2, Section 3.1
8. Options Price	Form M-3	Exhibit C-2, Section 3.3
9. Developer Draws / Cash Flow Tables (Options Price for Work Packages 2 or 3)	Form M-3.1(a)	Exhibit C-2, Section 3.3
10. Developer Draws / Cash Flow Tables (Options Price for Work Package 4)	Form M-3.1(b)	Exhibit C-2, Section 3.3
11. ATCs Adjustments/Options	Form M-3.2	Exhibit C-2, Section 3.3
12. Maintenance Price	Form N-1	Exhibit C-2, Section 3.2
13. Maintenance Price Breakdown	Form N-1.1	Exhibit C-2, Section 3.2
14. Maintenance Option Price	Form N-2	Exhibit C-2, Section 3.4
15. Maintenance Option Price Breakdown	Form N-2.1	Exhibit C-2, Section 3.4
16. Utility Cost Loading Information	No forms are provided	Exhibit C-2, Section 3.5
C. Proposal Security		
1. Proposal Bond	Form K	Exhibit C-2, Section 4.2
D. Development Price Verification		

Proposal Component	Form (if any)	ITP Section Cross-Reference
1. Development price Verification **(Place in a separate sealed envelope inside container with original Price Proposal)**	Form T-2	Exhibit C-2, Section 5.0

Exhibit F

RIGHT OF ENTRY PROCESS

Exhibit F-1

RIGHT OF ENTRY PROCESS FOR NON-STATE-OWNED PROPERTY

Proposers desiring to obtain access during the procurement to property that is not owned by the State along the IH 35 Right of Way shall submit a request to TxDOT that includes the parcel numbers and reasons for access. TxDOT shall be responsible for contacting the relevant property owner(s) and negotiating a right of entry for use by all Proposers.

Proposers are advised that the process of obtaining rights of entry from property owners other than TxDOT may take a minimum of 2-4 weeks. Proposers shall be responsible for providing timely requests to TxDOT.

Proposers shall comply with any requirements, conditions and restrictions of the property owner. The form of Right of Entry Agreement to be signed by the respective property owner is attached as Appendix A to this Exhibit F-1.

Appendix A to Exhibit F-1

IH 35E Managed Lanes Project
Right of Entry
Parcel No. _____ROW CSJ No. _____
Segment _____

The Owner, or authorized representative known to be _____, hereby grants a Right of Entry to TxDOT, its contractors, consultants, agents, and all others TxDOT deems necessary, including prospective design-builders, to perform work necessary for the completion of the design, surveying, geotechnical evaluation, sounding, environmental studies, utility investigation, and other examination required to be performed in anticipation of the final design of the project and/or prior to the acquisition of property necessary for the Project.

- The Owners reserve all rights, title, and interest in and to the property, and this Right of Entry shall in no way prejudice Owner's right to contest the acquisition of the property or to receive full and just compensation as allowed by law for any interest in and to the property that may be needed by the State of Texas, and damages, if any, to the remainder of the Owner's interest to and in the property.

- This Right of Entry shall not prejudice Owner's rights to any relocation benefits for which the Owner would be eligible.

- The Owner, or authorized representative, grants TxDOT, its contractors, consultants, agents, and all others necessary to perform work required, at its own risk and expense, the right of ingress and egress over and across the property for the purpose of accessing the proposed Right of Way.

- TxDOT and all others sharing in the Right of Entry granted hereunder will attempt to utilize only non-destructive testing methods but, if necessary, will restore the property to prior condition for any damage or make reimbursement to the owner for any damage to the property.

- The Right of Entry shall be effective the date this document is executed and shall remain in effect until the sooner of (1) the date that this Right of Entry is revoked in writing by Owner, or (2) the date that the proposed right of way is acquired in the name of the State of Texas.

- The Owner, or authorized representative, shall have the right to accompany any or all operations being performed as a result of the use of this document.

- If there are any tenants or lessees on the property who must be contacted, the Owner, or authorized representative, agrees to contact them or to provide TxDOT, and upon request, any party sharing in this Right of Entry, the names and contact numbers so that TxDOT and others sharing in this Right of Entry may give them proper notice prior to entering the property.

- The Right of Entry, unless revoked or terminated, shall extend to and bind the parties, their heirs, executors, administrators, legal representatives, successors, and assigns, including the contractors, consultants, agents and all others TxDOT has deemed necessary to share in this Right of Entry.

- If Owner is other than an individual, the undersigned representative of the Owner warrants and represents that he or she is duly authorized and empowered to enter into and to execute this Right of Entry on behalf of the Owner.

The IH 35E Managed Lanes Project is progressing to the next level. TxDOT appreciates previous Right of Entry's but now requires additional access for highway design activities. If there are any questions, please contact Varuna Singh at 214-320-6629.

This Right of Entry is in addition to any prior right of entry granted to TxDOT by the Owner in respect of the parcel identified at the top of page one, is for specific purposes described in the introductory paragraph for the benefit of the persons identified in that paragraph and is subject to the terms of the Owner's grant of this Right of Entry. Should the Owner have any concerns or questions regarding the activities of any person sharing or claiming to share in this Right of Entry, the Owner shall be entitled to enlist the assistance of TxDOT as follows:

Keith Sliger at keith.sliger@txdot.gov and 817-508-7653.

IN WITNESS WHEREFORE, this instrument is executed on and shall be effective as of this _____ day of _____, 2012.

_____	_____
OWNER	Telephone Number
_____	_____
PRINT NAME	Cell Number

Exhibit F-2

RIGHT OF ENTRY PROCESS FOR STATE-OWNED ROW

Proposers must comply with the following steps in order to obtain a right of entry from TxDOT to the IH 35E Right of Way at various locations prior to execution of the Development Agreement.

1. The Proposer shall complete the Agreement for Engineering Investigations on State Highway Right of Way and forward a signed original agreement and Exhibit B, TxDOT Form 1560, Certificate of Insurance, to John Hudspeth, P.E..
2. Exhibit A, Development Agreement Site Investigation on Highway Right of Way in the Dallas District, shall be completed by the Proposer for each request for right of entry upon State highway Right of Way. One Exhibit A can cover a request for multiple days of access. Exhibit A may be turned in with the signed original Agreement for Engineering Investigations on State Highway Right of Way and Exhibit B, or may be turned in subsequent to the Proposer's receipt of the fully executed copy of the agreement.
3. Dependant upon the location of the Right of Way for which the Proposer seeks entry, the Proposer shall submit Exhibit A to John Hudspeth, P.E.
4. Prior to a Proposer's entry onto State Highway Right of Way, the Proposer must receive Approval from the appropriate area office.
5. The Proposer may perform investigations in areas only as requested in each Exhibit A.

*** Note: Exhibit A may be faxed, e-mailed or submitted in hard copy. Approval of Exhibit A shall occur in written format which may include e-mail.

*** Appendix A preparation:
In addition to location and general description of investigations to be performed, if the investigations require closure of a lane(s) of traffic for any reason, the Proposer shall submit a traffic control plan for TxDOT review and approval with the appropriate Exhibit A.

AGREEMENT FOR
ENGINEERING INVESTIGATIONS
ON STATE HIGHWAY RIGHT OF WAY

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS AGREEMENT made this _____day of _____ by the State of Texas, acting by and through the Texas Department of Transportation, referred to as "TxDOT," party of the first part, and _____, hereinafter referred to as the "Requestor," party of the second part.

WITNESSETH

WHEREAS, TxDOT owns and operates a system of highways for public use and benefit, including IH 35E in Dallas and Denton Counties; and

WHEREAS, the Requestor has requested permission from TxDOT to use the IH 35E Right of Way at various locations to be determined based on submittal of Exhibit A for each instance of access requested. Exhibit A is attached hereto and made a part of this Agreement, for the purpose of asset assessment, engineering studies and site investigations; and

WHEREAS, in accordance with Tex. Adm. Code, § 27, TxDOT seeks to enter into a Development Agreement with a private sector partner and desires the private sector partner to have access to the proposed Project limits for performance of due diligence work in preparation of its Proposal; and

WHEREAS, this Agreement is intended to encourage and facilitate access to TxDOT highway facilities and their adjacent Right of Way for the promotion of that goal

while protecting the safety of the traveling public and the integrity of state highway facilities and Right of Way.

AGREEMENT

1. The Requestor's description of the activities, including the placement of people and equipment on TxDOT highway Right of Way, will be submitted in writing as outlined in Exhibit A and shall be made part of this Agreement upon approval of TxDOT.
2. It is expressly understood that TxDOT does not purport hereby to grant any right, claim, title, or easement in or upon its Right of Way. Furthermore, approval of this Agreement by TxDOT does not constitute approval by any other Texas State agency.
3. The Requestor agrees to accept full responsibility for coordinating and making arrangements with the local law enforcement personnel to provide adequate and safe traffic control during the above referenced activity. If, during the activity, the local law enforcement personnel determine that the above referenced use of the Right of Way is creating a traffic hazard, the Right of Way will be opened to traffic and the activity will be rescheduled to a time agreeable to TxDOT, the Requestor, and the local law enforcement personnel.
4. The Requestor shall provide necessary safeguards to protect the public during the above referenced activity, including adequate insurance for payment of any damages which might result from activities during occupation of the Right of Way, and shall save TxDOT and the State of Texas harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so.

5. The Requestor agrees to indemnify and save harmless TxDOT and the State of Texas and its officers, agents, contractors, and employees from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property as a consequence of any neglect in the performance of the above referenced activity and any related activity by the Requestor and from any claims or amounts arising or recovered under the "Workers' Compensation Laws"; V.T.C.S., Civil Practice &Remedies Code 101.021, 101.051; or any other laws.

6. The Requestor shall further indemnify TxDOT and the State of Texas and accept responsibility for all damages or injury to property of any character occurring during the prosecution of the activity resulting from any act, omission, neglect or misconduct on the part of the Requestor in the manner or method of executing the activity. The Requestor assumes all costs associated with the inspections, investigations and assessments.

7. TxDOT, having the legal right to occupy TxDOT highway Right of Way, will not be responsible or liable for damages to the Requestor's property or operations. The Requestor's attention is directed to the fact that utility installations owned by others exist in the Right of Way. The Requestor shall save harmless TxDOT and the State of Texas from any and all suits or claims resulting from damage to any utility installation due to the above referenced activity.

8. The Requestor shall restore the Right of Way to its original condition, free of any damage to the roadway and drainage structures, signs, and pavement and, to the extent practicable, restore the natural environment, including landscape

features. The Requestor will avoid or minimize damage outside the Right of Way and will, at its own expense, restore or repair damage outside the Right of Way. The Requestor's performance shall be in compliance with all federal, State and local laws, ordinances, and regulations including:

- the Endangered Species Act of 1973, 16 USC § 1531 et seq. and the regulations there under as amended;
- TxDOT's erosion and sedimentation control standards and TxDOT's Vegetation Management Standards, which may in any way regulate or control the activity;
- all State and federal environmental laws and any conditions required by TxDOT to protect the environment.
- Any costs incurred by TxDOT for repairs to highway facilities, for the removal of debris, or for any other necessary restoration work performed by TxDOT as a result of the activity will be billed to the Requestor at cost. The Requestor shall make full and complete payment to TxDOT within thirty (30) days from receipt of TxDOT's written notification.

9. Any action by the Requestor that indicates a commencing of the activity in the Right of Way will signify that the Requestor agrees to abide by the above requirements.

10. Any changes in the time frame, character, or responsibilities of the parties as outlined on the appropriate previously approved Exhibit A shall be enacted by a written approval by TxDOT.

11. It is mutually agreed and understood that if the above referenced section of paved Right of Way is to be partially or totally temporarily closed, it will be closed in accordance with a "Traffic Control Plan" provided as part of the appropriate Exhibit A and subject to approval by TxDOT. The Requestor hereby agrees to immediately reopen any partially or totally closed section of Right of Way to emergency vehicles, law enforcement personnel, or others in case of emergency. The traffic control shall be provided by the Requester through cooperation with the appropriate law enforcement personnel at no cost to TxDOT. Each Traffic Control Plan shall be provided by the Requestor, at no cost to TxDOT, and approved by TxDOT, and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices, latest edition. The Requestor hereby agrees to accept full responsibility for the complete planning, design and implementation of each Traffic Control Plan. Each Traffic Control Plan shall include a traffic enforcement plan, including a letter by mail or facsimile from the law enforcement agency that will be providing the traffic control for the event or a contact name and telephone number of the responsible law enforcement agency. Law enforcement will be present at all times during a closure unless stated otherwise in the Traffic Control Plan.

12. The Requestor has provided TxDOT with Exhibit B, covering the below listed insurance limits for the duration of the activity. Exhibit B is attached hereto and made a part of this Agreement.

    A. Worker's Compensation Insurance Amount – Statutory Endorsed with a Waiver of Subrogation in favor of TxDOT and the State of Texas.

B. Comprehensive General Liability Insurance

Amounts –

Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 each occurrence

OR

Commercial General Liability Insurance

Amount - $600,000 combined single limit each occurrence and in the aggregate which includes Contractual Coverage; and, endorsed with a Waiver of Subrogation in favor of those parties named in paragraph A above, and endorsed with TxDOT and the State of Texas as an additional insured.

C. Comprehensive Automobile Liability

Amounts –

Bodily Injury	$250,000 each person
	$500,000 each occurrence
Property Damage	$100,000 each occurrence

Endorsed with a Waiver of Subrogation in favor of those parties named in paragraph A above, and endorsed with TxDOT and the State of Texas as an additional insured.

13. This Agreement shall terminate upon execution of a Comprehensive Development Agreement, unless terminated by:

- Mutual agreement and written consent of both parties,
- TxDOT upon written notice to the Requestor as consequence of the Requestor's failure to perform the responsibilities set forth herein (TxDOT

may grant allowances for circumstances beyond the control of the Requestor),

- TxDOT for reasons of its own and not subject to mutual consent of the Requestor upon not less that fifteen (15) days written notice to the Requestor, or
- By satisfactory completion of the Requestor's temporary use of the highway Right of Way.

The termination of this agreement and payment of any amount in settlement as prescribed herein shall extinguish all rights, duties, and obligations of TxDOT and the Requestor. Upon termination of this Agreement, the Requestor shall vacate the highway Right of Way and restore it to the original condition in a manner described herein within two days from the termination date of this Agreement.

14. Should disputes arise between the parties regarding the obligations and responsibilities established herein, TxDOT's decision shall be final and binding.

15. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. This Agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings and/or written or oral agreements between TxDOT and the Requestor respecting the within subject matter.

17. The undersigned for the Requestor represents and warrants that he or she is an officer of the Requestor for which he or she has executed this Agreement and that he or she has the full and complete authority to enter into this Agreement on behalf of the Requestor.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed on the dates shown below stated.

REQUESTOR NAME:

_____

By:_____

(Signature)

Name:_____

(Typed)

_____

(Title)

Date:_____

Address:_____

_____

_____

_____

Phone:_____

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs hereto fore approved and authorized by the Texas Transportation Commission

By:_____

District Engineer

Dallas District

Date:_____

LIST OF ATTACHED EXHIBITS

Exhibit	Description
A	Development Agreement Site Investigation on Highway Right of Way in the Dallas District
B	TxDOT Form 1560, Certificate of Insurance

Exhibit A

DEVELOPMENT AGREEMENT SITE INVESTIGATION ON HIGHWAY RIGHT OF WAY IN THE DALLAS DISTRICT

_____ is giving written notice of proposed Work to take place within the IH 35E right of way of in Dallas and Denton Counties, TX as follows:
(Give general written description of location and work to take place- Do not write "See Attached")

The Work listed above **is not to include** the following: The destructive testing of any in place pavement or structure, or other work that may be considered harmful to assets already in place. This Work is limited to Site investigations and Engineering Studies for the purposes of preparing a Proposal for the IH 35E Managed Lanes Development Agreement and Capital Maintenance Agreement. This may include reviewing in place Work along the Project Right of Way, gathering pavement condition score information, subsurface soils investigations and other investigations as required in preparation of a Proposal in response to the TxDOT issued RFP.

At no time shall any Work activity that involves digging take place any closer than three feet from the edge of pavement or back of curb.

The Requestor will use best management practices to minimize erosion and sedimentation resulting from the proposed Work, and will revegetate the Work area as indicated under "Revegetation Special Provisions."

The Requestor will ensure that traffic control measures complying with applicable portions of the ***Texas Manual of Uniform Traffic Control Devices*** will be installed and maintained for the duration of this Work. (Approval of traffic control plans is required by area/maintenance office.)

Refer to attached location map and drawing for a more specific location and a description of the Work activity. The undersigned agrees to comply with the terms and conditions set forth in this notice.

The proposed Work will begin on the _____ day of _____ , 20 ____.

Requestor Party_____

By (Print) _____

Signature _____

Address _____

_____

Phone_____

Texas Department of Transportation

_____

Director of Strategic Project Office

Signature:_____

_____

Date

COPY OF THIS DOCUMENT MUST BE KEPT ON JOBSITE
If Approved via e-mail, retain printed copy of e-mail approval on jobsite as well.

Exhibit B

TXDOT FORM 1560, CERTIFICATE OF INSURANCE

TxDOT Form 1560 (Rev 04/2002) Previous editions of this form may not be used.
Page 1 of 2

Texas Department of Transportation (TxDOT)
CERTIFICATE OF INSURANCE

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on the back of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: _____

Street/Mailing Address: _____

City/State/Zip: _____

Phone Number: Area Code ( ) _____

WORKERS' COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			**Carrier Phone #:**	
Address:			**City, State, Zip:**	
Type of Insurance	**Policy Number**	**Effective Date**	**Expiration Date**	**Limits of Liability:**
Workers' Compensation				Not Less Than: Statutory – Texas

COMPREHENSIVE GENERAL LIABILITY INSURANCE:
Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			**Carrier Phone #:**	
Address:			**City, State, Zip:**	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Comprehensive General Liability Insurance Bodily Injury Property Damage *OR* Commercial General Liability Insurance				Not Less Than: $ 500,000 each occurrence $ 100,000 each occurrence $ 100,000 for aggregate ***OR*** $ 600,000 combined single limit

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:
Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			**Carrier Phone #:**	
Address:			**City, State, Zip:**	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Comprehensive Automobile Liability Insurance *OR* Texas Business Automobile Policy Bodily Injury Property Damage				Not Less Than: $ 250,000 each person $ 500,000 each occurrence $ 100,000 each occurrence

UMBRELLA POLICY (if applicable):

Carrier Name:			**Carrier Phone #:**	
Address:			**City, State, Zip:**	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Umbrella Policy				

Agency Name **Address** **City, State Zip Code**

_____

Area Code ( ) _____ _____ _____
Authorized Agent's Phone Number **Authorized Agent Original Signature** **Date**

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Exhibit G

MINUTE ORDER

(see attached)

TEXAS TRANSPORTATION COMMISSION

DALLAS AND DENTON Counties **MINUTE ORDER** Page 1 of 2

DALLAS District

Transportation Code, Chapter 223, Subchapter E, prescribes the process by which the Texas Department of Transportation (department) may enter into a comprehensive development agreement (CDA) with a private entity that provides for the design, construction, financing, maintenance, or operation of a toll project on the state highway system.

Transportation Code, § 223.203, prescribes requirements for a solicited proposal and requires the department to publish a request for qualifications (RFQ) in the *Texas Register* that includes the criteria that will be used to evaluate any received qualifications statements, the relative weight given to the criteria, and a deadline by which qualifications statements must be received.

On September 29, 2011, by Minute Order 112840, the Texas Transportation Commission (commission) authorized the department to issue a RFQ for the development of the I-35E Managed Lanes Project from I-635 in Dallas County to US 380 in Denton County. The department issued the RFQ on January 23, 2012, and subsequently determined that four of the five teams submitting qualifications statements in response to the RFQ were qualified to be on the short list of teams that will be requested to submit detailed proposals to develop, design, construct, and, potentially, maintain the project.

Transportation Code, § 223.203 and 43 TAC § 27.4 provide that, if authorized by the commission, the department will issue a request for proposals (RFP) from all private entities qualified for the short list. The department intends to issue an RFP for the I-35E Managed Lanes Project and request detailed proposals from the four short-listed teams to develop, design, construct, and, potentially, maintain the project.

Transportation Code,§ 223.203(m) and 43 TAC § 27.4(f) authorize the department to pay an unsuccessful private entity who submits a detailed proposal that is responsive to the requirements of the RFP a stipulated amount in exchange for the work product contained in that proposal. The stipulated amount must be stated in the RFP and may not exceed the value of any work product contained in the proposal that can, as determined by the department, be used by the department in the performance of its functions. Payment for this work product would allow the department to use the work product for the benefit of the I-35E Managed Lanes Project or other department projects without further payment to the unsuccessful proposer.

IT IS THEREFORE ORDERED that the department is authorized and directed to issue an RFP to develop, design, construct, and, potentially, maintain the I-35E Managed Lanes Project from I-635 in Dallas County to US 380 in Denton County.

TEXAS TRANSPORTATION COMMISSION

DALLAS AND DENTON Counties **MINUTE ORDER** Page 2 of 2

DALLAS District

IT IS FURTHER ORDERED that the department is authorized to pay each proposer who submits a responsive, but unsuccessful, proposal for the I-35E Managed Lanes Project an amount based upon the value of the work product provided in the proposal that can, as determined by the department, be used by the department in the performance of its functions, up to a maximum amount per proposer of $1 million.

IT IS FURTHER ORDERED that payment for work product may only be paid to the extent that the work product submitted meets the minimum criteria and other conditions of payment identified by the department in the I-35E Managed Lane Project procurement documents.

Submitted and reviewed by:

Director, Strategic Projects Division

Recommended by:

Executive Director

113136 JUN 28 12

Minute Number Date Passed

Exhibit H
FORM OF PAYMENT FOR WORK PRODUCT AGREEMENT
PAYMENT FOR WORK PRODUCT AGREEMENT
(IH 35E Managed Lanes Project)

THIS PAYMENT FOR WORK PRODUCT AGREEMENT is made and entered into as of this_____ day of 2012, by and between the Texas Department of Transportation ("TxDOT") and _____, a _____duly authorized to conduct business in the State of Texas ("Proposer"), with reference to the following facts:

A. Proposer is one of the shortlisted proposers eligible to submit Proposals for the IH 35E Managed Lanes Project (the "Project"), and wishes to submit a Proposal in response to the Request for Proposals for the Project issued by TxDOT on July 13, 2012 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

B. The RFP requires each shortlisted proposer to execute and deliver a Payment for Work Product Agreement to TxDOT with the Proposal by the date specified in the RFP, as a condition to the proposer's eligiblity to receive a payment for work product in accordance with Section 6.3 of the Instructions to Proposers ("ITP").

NOW, THEREFORE, the Proposer hereby agrees as follows:

1.0 SERVICES AND PERFORMANCE

(a) The Proposer shall prepare a responsive Proposal in response to the RFP. A "responsive" Proposal means a Proposal submitted by a shortlisted proposer which conforms in all material respects to the requirements of the RFP, as determined by TxDOT, in its sole discretion, and is timely received by TxDOT.

(b) Subject to the provisions of the RFP Documents regarding ownership of EPDs, all work performed by Proposer and its team members pursuant to this Payment for Work Product Agreement and in connection with the Proposal shall be considered work for hire, and the products of such work shall become the property of TxDOT without restriction or limitation on their use. Neither Proposer nor any of its team members shall copyright any of the material developed under this Payment for Work Product Agreement.

2.0 TERM

Unless otherwise provided herein, the provisions of this Payment for Work Product Agreement shall remain in full force and effect until the earlier to occur of (a) eighteen (18) months from the date of the execution of this Agreement or (b) the date payment is delivered hereunder. The work product is due no later than the Proposal Due Date.

3.0 COMPENSATION AND PAYMENT

(a) If, following receipt of Proposals as requested by the RFP, the Agreement is awarded by TxDOT to a proposer other than the Proposer or the procurement is cancelled, then, subject to the terms of Section 6.3 of the ITP and this Payment for Work Product Agreement (including, without limitation, Proposer's full compliance therewith), TxDOT agrees to pay Proposer for the herein described services a lump sum in an amount equal to the lesser of (i) the value of the work product provided in the Proposal that can, as determined by TxDOT, be used by TxDOT in the performance of its functions and (ii) $1,000,000. Proposer will not be compensated if the Proposal,

including, without limitation, the Price Proposal, is determined by TxDOT to be non-responsive, and/or fails to achieve a passing score on any of the pass/fail criteria in Section 5.3 of the ITP, or if TxDOT withdraws the RFP prior to the due date for Proposals.

(b) In no event shall any Proposer that is selected for award but fails to satisfy the award conditions set forth in Section 6.1 of the ITP be entitled to receive compensation hereunder, including, without limitation, payments under Section 3(a). In addition, if TxDOT awards the Agreement to Proposer, Proposer will not be entitled to compensation hereunder, including, without limitation, payments under Section 3(a).

(c) Payment will be made within thirty (30) days after receipt of a proper invoice submitted to TxDOT under this Section 3(c). The invoice may be submitted no earlier than 45 days after notice of final award, including execution of the Development Agreement and CMA, is posted on the Project Website, or, if final award is not made, not earlier than 30 days after cancellation of the procurement or expiration of the time period for award stated in the RFP (as such time period may be extended by mutual agreement of the apparent best value Proposer and TxDOT), as applicable. All Proposers eligible to receive a payment for work product shall be required to submit an invoice to TxDOT in a form acceptable to TxDOT in order to receive such payment.

(d) This Payment for Work Product Agreement involves the submission of a Proposal by Proposer that must be received by the due date(s) set forth in the RFP and determined responsive by TxDOT as a condition of Proposer's eligibility for the payment set forth in Section 3(a).

4.0 INDEMNITIES AND SURETYSHIP

(a) INDEMNITY. Proposer agrees that it will indemnify, defend, and hold harmless TxDOT and all of TxDOT's commission members, officers, agents, representatives, and employees from any claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including attorneys' fees and costs) arising out of any acts, actions, neglect, omissions, fault, willful misconduct, violation of law or breach by Proposer, its agents, employees, or Subcontractors during the performance of this Payment for Work Product Agreement, whether direct or indirect, and whether to any person or property to which TxDOT or said parties may be subject, except that neither Proposer nor any of its Subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of TxDOT or any of its commission members, officers, agents, or employees.

(b) Proposer's obligation to indemnify, defend, and pay for the defense or, at TxDOT's option, to participate and associate with TxDOT in defense of any claim and any related settlement negotiations, shall be triggered by TxDOT's notice of claim for indemnification to Proposer. Only a final and unappealable adjudication or judgment specifically finding TxDOT solely negligent shall excuse performance of this provision. Proposer shall pay all costs and fees related to this obligation and its enforcement by TxDOT. TxDOT's failure to notify Proposer of a claim shall not release Proposer of the above duty to defend.

5.0 COMPLIANCE WITH LAWS

(a) Proposer acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to TxDOT during this procurement process, excluding only the

EPDs, are, upon their receipt by TxDOT, the property of TxDOT and are subject to the Public Information Act (Texas Government Code Section 552.001 ***et seq.***).

(b) Proposer shall comply with all federal, state, and local laws; ordinances; rules; and regulations applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Payment for Work Product Agreement.

(c) Proposer covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to work performed under this Payment for Work Product Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Payment for Work Product Agreement.

6.0 EARLY TERMINATION

This Payment for Work Product Agreement may be terminated by TxDOT, in its sole discretion, in whole or in part, at any time. No payment will be owing by TxDOT in the event of any such termination, except as provided in Section 3(a), above.

7.0 ASSIGNMENT

Proposer shall not assign, transfer, pledge, sell, or otherwise convey this Payment for Work Product Agreement without TxDOT's prior written consent, in its sole discretion. Any assignment of this Payment for Work Product Agreement without such consent shall be null and void and may, in TxDOT's sole discretion, disqualify Proposer from further consideration for the procurement and Project.

8.0 MISCELLANEOUS

(a) Proposer and TxDOT agree that Proposer, its equity owners, team members, and their respective employees are not agents or representatives of TxDOT as a result of this Payment for Work Product Agreement.

(b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

(c) This Payment for Work Product Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Payment for Work Product Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.

(d) It is understood and agreed by the parties hereto that if any part, term, or provision of this Payment for Work Product Agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Payment for Work Product Agreement did not contain the particular part, term, or provisions to be invalid.

(e) This Payment for Work Product Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue for any proceeding relating to this Payment for Work Product Agreement shall be the courts in Travis County, Texas.

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

IN WITNESS WHEREOF, this Payment for Work Product Agreement has been executed and delivered as of the day and year first above written.

TEXAS DEPARTMENT OF
TRANSPORTATION

By: _____
Name:_____
Title:_____

_____[insert Proposer's name]

By: _____
Name:_____
Title:_____

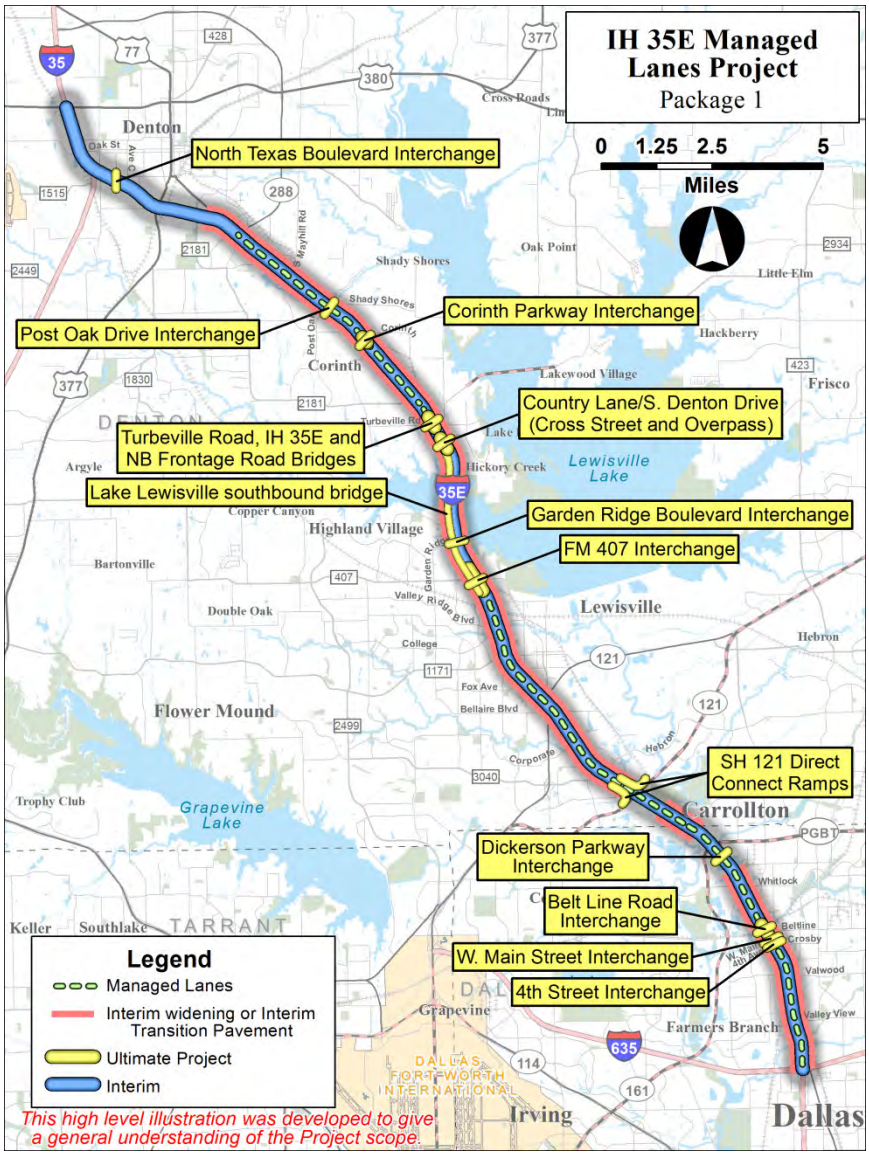
Exhibit I
WORK PACKAGE DESCRIPTIONS

Section 1.2 of the Technical Provisions, Facility Description, will be revised to include the base scope and Options, if any, included in the Work Package for the best value Proposal. A description of the base scope and Options, if any, for each Work Package is provided below.

WORK PACKAGE 1

The Project consists of general improvements along the IH 35E corridor from IH 635 to US 380. Unless otherwise specified below, the Work listed shall meet all the requirements of the Technical Provisions and shall be constructed generally consistent with the Draft Interim Schematic. Certain elements of the Ultimate Project shall be implemented in this Project Scope. These areas where the Ultimate Project shall be implemented are shown below in Figure 1-1. All other areas are described as interim.

Figure 1-1
IH 35E Managed Lanes Project – Work Package 1



Ultimate Areas

A further description of the areas where the Ultimate Project shall be implemented is as follows:

- 4th Street, including new bridges over the frontage roads, from Station 10+00 to Station 15+09.
- West Main Street, including new bridges over the frontage roads, from Station 10+00 to Station 15+07.
- Belt Line Road, including multi-level interchange and railroad re-alignment, from Station 99+00 to Station 127+00.

- IH 35E general purpose and managed lanes at Belt Line Road intersection from Station 741+65 to Station 762+35 and associated ramps.
- Dickerson Parkway, including interchange, from Station 10+00 to Station 60+81.
- Direct connector ramps on the north side of the interchange between IH 35E and SH 121, except as necessary to tie horizontally and vertically into the Project, or interim, edge of pavement.
- The Ultimate Project bridge over Lake Lewisville and associated roadway approaches from Station 1302+00 to Station 1515+15 to a width that accommodates four southbound general purpose lanes, two southbound frontage road lanes, two reversible managed lanes, and an eight-foot-wide shared use path alongside and barrier separated from the frontage roads.
- FM 407, including interchange, from Station 100+00 to Station 112+99.
- IH 35E general purpose and managed lanes bridges over FM 407 from Station 1310+21 to Station 1314+19 and associated ramps.
- Garden Ridge Boulevard, including interchange, from Station 100+82 to Station 112+50, excluding turnarounds.
- Country Lane / South Denton Drive, including interchange, from Station 101+75 to Station 110+14 excluding turnarounds.
- IH 35E general purpose and managed lanes bridge over Country Lane / South Denton Drive from Station 1467+13 to Station 1470+91 and associated ramps.
- Turbeville Road, including interchange, from Station 100+00 to Station 112+74.
- IH 35E general purpose and managed lanes bridge and IH 35E northbound frontage road bridge over Turbeville Road from Station 1507+63 to Station 1510+05 and associated ramps.
- Corinth Parkway, including interchange, from Station 10+89 to Station 21+45.
- IH 35E general purpose and managed lanes bridge over Corinth Parkway from Station 1637+93 to Station 1641+34 and associated ramps.
- Post Oak Drive, including interchange and new bridge over IH 35E, from Station 10+96 to Station 20+69.
- North Texas Boulevard, including new bridge over IH 35E, from Station 11+00 to Station 23+42. Ultimate improvements at this location shall also include the connecting street from North Texas Boulevard to Underwood Street and IH 35E general purpose lanes from Station 1984+00 to Station 1997+00.

General Project Description

A general description of the proposed improvements is as follows:

Base Scope

- Design and construct two reversible managed lanes plus exit/entrance ramps generally consistent with the Draft Interim Schematic from Pike Street to Post Oak Road, approximately from station 630+00 to 1704+00. Minor changes to the exit/entrance ramps may occur during final design, but in no way shall affect the traffic and or revenue projected for the Project. South of station 630+00, design and construct connections to the proposed managed lanes system to be built by others south of IH 635. The IH 635 northbound and southbound managed lane ramps shall be coordinated with proposed design for the IH 635 LBJ Project and generally consistent with the Draft Interim Schematic. At the northern terminus of the managed lanes, the two reversible lanes shall be reduced to one reversible lane north of Post Oak Road, approximately station 1704+00, and shall terminate north of Loop 288, approximately station 1835+00, and transition to the general purpose lanes generally consistent with the Draft Interim Schematic.

  Managed lanes construction shall be generally located along the center of the general purpose lanes. The managed lanes shall be separated from the general purpose lanes by concrete traffic barrier and access control systems to prevent entering or exiting the managed lanes into opposing traffic.

- Reconfigure and/or widen where applicable general purpose lanes to accommodate one additional general purpose lane in each direction from the IH 635 interchange northward to US 380, except for between Station 885+00 to Station 967+50 where three general purpose lanes shall be maintained in each direction in the area of the collector distributor system. Full depth widening of the existing pavement shall be performed as needed to accommodate the general purpose and managed lanes.

- Retain and rehabilitate, per the pavement rehabilitation plan described in Section 8, existing general purpose lane capacity, generally described as three lanes in each direction from IH 635, approximately Station 586+00, to Corinth Parkway, approximately Station 1639+62, transition to two lanes in each direction from Corinth Parkway to US 380, approximately station 2120+00, plus auxiliary lanes and exit/entrance ramps.

- Design and construct frontage roads as necessary to accommodate new interchange construction, managed lanes and general purpose lanes.

- Design and construct full deck replacement for existing bridges at the following locations:

  - IH35 NBML over Bonnie Brae
  - IH35 SBML over Bonnie Brae
  - IH35 NBML over Mayhill/State School Road
  - IH35 SBML over Mayhill/State School Road
  - IH35 NBML over Sandy Lake Road
  - IH35 SBML over Sandy Lake Road

- IH35 NBML over US77

- Rehabilitate or replace as necessary bridge beams/girders and substructures to support the new bridge deck load in combination with live load specified in Section 13.2.2 of the Technical Provisions.
- Adjust signing at the Harry Hines Boulevard interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Harry Hines Boulevard interchange shall remain in place. Design and construct bridge at IH 35E from Station 597+63 to Station 599+68 allowing northbound IH 35E general purpose lanes and managed lanes to pass over Harry Hines Boulevard generally consistent with the Draft Interim Schematic.
- Adjust signal timing and signing at the Valley View Lane interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Valley View Lane interchange shall remain in place.
- Adjust signal timing and signing at the Valwood Parkway interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Valwood Parkway interchange shall remain in place.
- Perform minor rehabilitation of the Crosby Drive interchange. Adjust radii at frontage road to accommodate truck turning movements.
- Design and construct 4th Street interchange from Station 10+00 to Station 15+09 generally consistent with the Draft Interim Schematic. Elevate 4th Street at the frontage roads allowing the frontage road lanes to pass underneath 4th Street.
- Design and construct West Main Street interchange from Station 10+00 to Station 15+07 generally consistent with the Draft Interim Schematic. Elevate West Main Street at the frontage roads allowing the frontage road lanes to pass underneath West Main Street.
- Design and construct Belt Line Road interchange from Station 99+00 to Station 127+00 and IH 35E from 730+00 to 780+00 generally consistent with the Draft Interim Schematic. Design and construct associated ramp improvements and realignment of the existing railroad tracks. New interchange shall consist of three levels and shall remove all at-grade railroad crossings with Belt Line Road being relocated to the lowest level, IH 35E relocated to the highest level and the railroad crossing relocated to the middle level. This interchange shall be constructed in accordance with the Ultimate Project as shown in the environmental assessment. Belt Line Road improvements shall include construction of the Broadway Street intersection improvements and new bridge over Belt Line Road.
- IH 35E bridge beginning at Station 741+65 and ending at Station 762+35 and connecting frontage roads shall accommodate Elk Street at Station 760+23 to be designed and constructed by others.

- Perform minor rehabilitation of the Century Drive intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Adjust signing at the Luna Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Luna Road interchange shall remain in place.
- Adjust signal timing and signing at the Whitlock Lane / Sandy Lake Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Whitlock Lane / Sandy Lake Road interchange shall remain in place.
- Design and construct the Dickerson Parkway interchange from Station 10+00 to Station 60+81 generally consistent with the Draft Interim Schematic. Dickerson Parkway shall overpass IH 35E and adjacent frontage roads.
- Design and construct a collector-distributor system from Dickerson Parkway, approximately station 857+00, to south of Round Grove Road, approximately station 1009+00, consisting of one to three lanes in each direction generally between the frontage roads and general purpose lanes and connecting PGBT and SH 121 generally consistent with the Draft Interim Schematic. At the southern and northern terminus, the collector distributor system shall be provided as an auxiliary lane to the general purpose lanes generally consistent with the Draft Interim Schematic. Ingress/egress points to the collector-distributor systems at its southern limits will be accessible via the ramps leading to the PGBT direct connector ramps at Dickerson Parkway. Ingress / egress points to the collector-distributor systems at its northern limits will be accessible via the ramps leading to the SH 121 direct connector ramps near Round Grove Road.
- Adjust signal timing and signing at the Frankford Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Frankford Road interchange shall remain in place.
- Design and construct four direct connector ramps on the north side of the interchange between IH 35E and SH 121 in the Ultimate Project location, except as necessary to tie horizontally and vertically into the Project, or interim, edge of pavement as shown in the Draft Interim Schematic: One ramp connecting westbound SH 121 to northbound IH 35E, one from eastbound SH 121 to northbound IH 35E, one from southbound IH 35E to eastbound SH 121 and one from southbound IH 35E to westbound SH 121.
- Design and construct the Round Grove Road interchange from Station 106+91 to Station 108+82 generally consistent with the Draft Interim Schematic. Round Grove Road bridge shall be lengthened to accommodate the Project.
- Design and construct the Corporate Drive interchange from Station 105+97 to Station 107+82 generally consistent with the Draft Interim Schematic. Corporate Drive bridge shall be lengthened to accommodate the Project.

- Adjust signal timing and signing at the SH 121 Business interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. SH 121 Business interchange shall remain in place.
- Design and construct the Fox Avenue interchange from Station 103+67 to Station 111+57 generally consistent with the Draft Interim Schematic. Fox Avenue bridge shall be replaced as needed to accommodate the Project.
- Design and construct the FM1171 / Main Street interchange from Station 105+26 to Station 107+26 generally consistent with the Draft Interim Schematic. FM 1171 bridge shall be replaced as needed to accommodate the Project.
- Adjust signal timing and signing at the Valley Ridge Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Valley Ridge Road interchange shall remain in place.
- Design and construct retaining wall system along the western abutment of the existing KCS Railroad bridge crossing at Station 1270+00 to accommodate two southbound frontage road lanes generally consistent with the Draft Interim Schematic.
- Construct the FM 407 / Lake Park Road interchange from Station 100+00 to Station 112+99 per the design shown in the 100% signed and sealed plans, specifications, and aesthetic requirements as provided in the Reference Information Documents to convert the existing interchange from an underpass to an overpass. Lower FM 407 to grade and construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over FM 407. FM 407 design and construction shall accommodate the Utility Adjustments for the following Utilities as provided in the Reference Information Documents: Brazos Electric (U13765) and Oncor Electric Transmission (U13815 and U13816).
- Perform minor rehabilitation of the Bogard Lane intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Design and construct the Garden Ridge Boulevard interchange from Station 100+82 to Station 112+50 generally consistent with the Draft Interim Schematic in order to convert the interchange from an underpass to an overpass. Lower Garden Ridge Boulevard to grade allowing IH 35E general purpose lanes and managed lanes to pass over Garden Ridge Boulevard.
- Design and construct Highland Village intersection from Station 10+00 to Station 106+00 generally consistent with the Draft Interim Schematic.
- Design and construct the Copperas Branch Park Road generally consistent with the Parks Mitigation Master Plan.
- Design and construct a portion of the Ultimate Project bridge over Lake Lewisville and associated roadway approaches from Station 1302+00 to Station 1515+15 generally consistent with the Draft Interim Schematic to accommodate four southbound general purpose lanes, two southbound frontage road lanes barrier

separated from the general purpose lanes, two reversible managed lanes, and an eight-foot-wide shared use path which is barrier separated from the frontage roads.

- Re-purpose, and rehabilitate the existing bridge over Lake Lewisville generally consistent with the Draft Interim Schematic to accommodate four northbound general purpose lanes, two frontage road lanes barrier separated from the general purpose lanes, and a fourteen-foot-wide shared use path which is barrier separated from the frontage roads.
- Design, construct, widen or rehabilitate existing pavement as necessary to accommodate two northbound frontage roads from Eagle Point Road, Station 1352+00, Denton Drive/Country Lane, and Station 1470+00 generally consistent with the Draft Interim Schematic.
- Design and construct Country Lane / Denton Drive interchange from Station 101+75 to Station 110+15 generally consistent with the Draft Interim Schematic. Construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over Country Lane / Denton Drive.
- Design and construct Turbeville Road/Hundley Drive interchange from Station 100+00 to Station 112+74 generally consistent with the Draft Interim Schematic.
- Perform minor rehabilitation of the FM 2181 / Swisher Road interchange. Adjust radii at frontage road to accommodate truck turning movements.
- Perform minor rehabilitation of the Quail Run intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Adjust signal timing and signing at the Meadow Oaks / Dobbs Lane intersection per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Meadow Oaks / Dobbs Lane intersection shall remain in place.
- Design and construct Corinth Parkway interchange from Station 10+89 to Station 21+45 to convert the existing interchange from an underpass to an overpass as needed to accommodate the Ultimate Project. Lower Corinth Parkway to grade and construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over Corinth Parkway.
- Design and construct Post Oak Drive interchange, including new bridge over IH 35E, from Station 10+96 to Station 20+68 generally consistent with the Draft Interim Schematic and as needed to accommodate the Ultimate Project.
- Adjust signal timing and signing at the Mayhill Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Mayhill Road interchange shall remain in place.
- Adjust signal timing and signing at the Loop 288 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Loop 288 interchange shall remain in place.
- Adjust signal timing and signing at the Pennsylvania Drive / San Jacinto Boulevard intersection per Section 16.3 of the Technical Provisions. Maintain facilities and

traffic control per Sections 18 and 19 of the Technical Provisions. Pennsylvania Drive / San Jacinto Boulevard intersection shall remain in place.

- Adjust signal timing and signing at the Teasley Drive / FM 2181 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Teasley Drive / FM 2181 interchange shall remain in place.
- Adjust signal timing and signing at the Fort Worth Drive interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Fort Worth Drive interchange shall remain in place.
- Adjust signal timing and signing at the McCormick / Avenue A interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. McCormick / Avenue A interchange shall remain in place.
- Design and construct bridge at IH 35E from Station 1969+82 to Station 1971+60 allowing IH 35E general purpose lanes and managed lanes to pass over McCormick / Avenue A generally consistent with the Draft Interim Schematic.
- Design and construct North Texas Boulevard interchange, including new bridge over IH 35E, from Station 10+99 to Station 23+42 generally consistent with the Draft Interim Schematic and as needed to accommodate the Ultimate Project. Improvements at this location shall also include the connecting street from North Texas Boulevard to Underwood Street and IH 35E general purpose lanes from Station 1984+00 to Station 1997+00.
- Perform minor rehabilitation of the Collier Street / Knight Street intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Perform minor rehabilitation of the Avenue C intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Adjust signal timing and signing at the Bonnie Brae interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Bonnie Brae interchange shall remain in place.
- Adjust signal timing and signing at the Oak Street interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Oak Street interchange shall remain in place.
- Adjust signal timing and signing at the US 380 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. US 380 interchange shall remain in place.
- Rehabilitate existing bridges that are to be reused or widened.
- Maintain managed lanes, general purpose lanes, frontage roads, bridges and other drainage structures and other facility appurtenances within the Project right of way and transition areas during the construction period until substantial completion.

- The Project does not include design and construction of the University of North Texas (UNT) pedestrian overpass which will be performed by others under a separate contract. Final plans are provided in the Reference Information Documents.
- Bridges and bridge class structures identified as “Bridges not in Project” in the IH 35E Bridge Condition Summary, as provided in the Reference Information Documents, shall not be included in the scope of this Project.

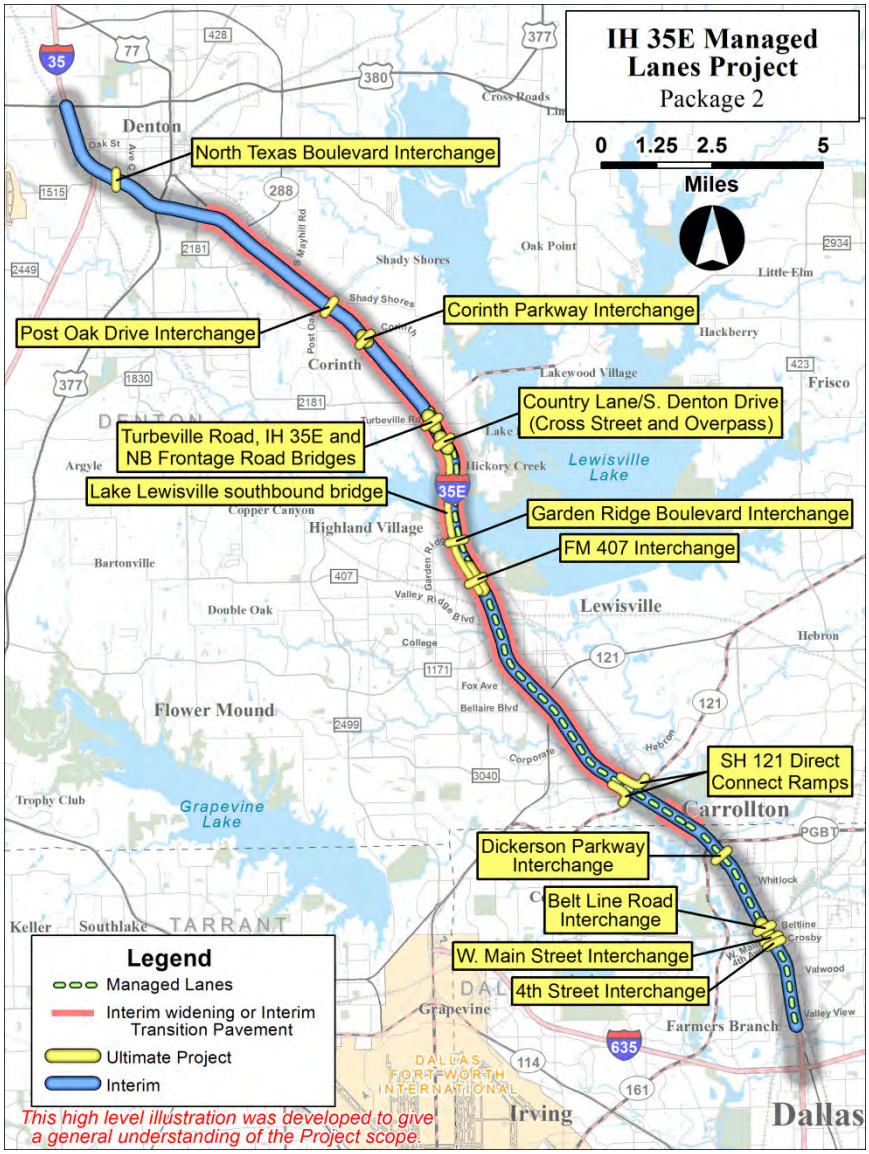
Options Scope

- Not applicable

WORK PACKAGE 2

The Project consists of general improvements along the IH 35E corridor from IH 635 to US 380. Unless otherwise specified below, the Work listed shall meet all the requirements of the Technical Provisions and shall be constructed generally consistent with the Draft Interim Schematic. Certain elements of the Ultimate Project shall be implemented in this Project Scope. These areas where the Ultimate Project shall be implemented are shown in Figure 1-2. All other areas are described as interim.

Figure 1-2
IH 35E Managed Lanes Project − Work Package 2



Ultimate Areas

A further description of the areas where the Ultimate Project shall be implemented is as follows:

- 4th Street, including new bridges over the frontage roads, from Station 10+00 to Station 15+09.
- West Main Street, including new bridges over the frontage roads, from Station 10+00 to Station 15+07.
- Belt Line Road, including multi-level interchange and railroad re-alignment, from Station 99+00 to Station 127+00.
- IH 35E general purpose and managed lanes at Belt Line Road intersection from Station 741+65 to Station 762+35 and associated ramps.
- Dickerson Parkway, including interchange, from Station 10+00 to Station 60+81.
- Direct connector ramps on the north side of the interchange between IH 35E and SH 121, except as necessary to tie horizontally and vertically into the Project, or interim, edge of pavement.
- The Ultimate Project bridge over Lake Lewisville and associated roadway approaches from Station 1302+00 to Station 1515+15 to a width that accommodates four southbound general purpose lanes, two southbound frontage road lanes, two reversible managed lanes, and an eight-foot-wide shared use path alongside and barrier separated from the frontage roads.
- FM 407, including interchange, from Station 100+00 to Station 112+99.
- IH 35E general purpose and managed lanes bridges over FM 407 from Station 1310+21 to Station 1314+19 and associated ramps.
- Garden Ridge Boulevard, including interchange, from Station 100+82 to Station 112+50, excluding turnarounds.
- Country Lane / South Denton Drive, including interchange, from Station 101+75 to Station 110+14 excluding turnarounds.
- IH 35E general purpose and managed lanes bridge over Country Lane / South Denton Drive from Station 1467+12 to Station 1470+91 and associated ramps.
- Turbeville Road, including interchange, from Station 100+00 to Station 112+74.
- IH 35E general purpose and managed lanes bridge and IH 35E northbound frontage road bridge over Turbeville Road from Station 1507+63 to Station 1510+05 and associated ramps.
- Corinth Parkway, including interchange, from Station 10+89 to Station 21+45.
- IH 35E general purpose and managed lanes bridge over Corinth Parkway from Station 1637+93 to Station 1641+34 and associated ramps.
- Post Oak Drive, including interchange and new bridge over IH 35E, from Station 10+96 to Station 20+69.

- North Texas Boulevard, including new bridge over IH 35E, from Station 11+00 to Station 23+42. Ultimate improvements at this location shall also include the connecting street from North Texas Boulevard to Underwood Street and IH 35E general purpose lanes from Station 1984+00 to Station 1997+00.

General Project Description

A general description of the proposed improvements is as follows:

Base Scope

- Design and construct two reversible managed lanes plus exit/entrance ramps generally consistent with the Draft Interim Schematic from Pike Street, Station 630+00, continuing northward to Turbeville Road, approximately station 1508+00. Minor changes to the exit/entrance ramps may occur during final design, but in no way shall affect the traffic and or revenue projected for the Project. At the southern limits, the two managed lanes will be transitioned back into the general purpose lanes south of station 630+00. The termination of the managed lanes in the north shall consist of add/dropping one reversible managed lane at the access point near Country Lane/South Denton Drive, continuing northward with one reversible managed lane until Turbeville Road, approximately station 1508+00, at which point the managed lane shall terminate.

  Managed lanes construction shall be generally located along the center of the general purpose lanes. The managed lanes shall be separated from the general purpose lanes by concrete traffic barrier and access control systems to prevent entering or exiting the managed lanes into opposing traffic.

- Reconfigure and/or widen where applicable general purpose lanes to accommodate one additional general purpose lane in each direction from north of SH 121 continuing northward to US 380. Full depth widening of the existing pavement shall be performed as needed to accommodate the general purpose and managed lanes. The southern termination of these lanes shall consist of add/dropping a lane at the ramps at Station 1017+00. The northern termination of these lanes shall consist of add/dropping a lane at the ramps south of US 380, approximately station 2120+00.

- Retain and rehabilitate existing general purpose lane capacity, generally described as three lanes in each direction from north of Dickerson Parkway, approximately station 630+00, to Corinth Parkway, approximately Station 1639+62, transition to two lanes in each direction from Corinth Parkway to US 380, approximately station 2120+00, plus auxiliary lanes and exit/entrance ramps.

- Design and construct frontage roads as necessary to accommodate new interchange construction, managed lanes and general purpose lanes.

- Design and construct full deck replacement for existing bridges at the following locations:

  - IH35 NBML over Bonnie Brae

  - IH35 SBML over Bonnie Brae

  - IH35 NBML over Mayhill/State School Road

- IH35 SBML over Mayhill/State School Road
- IH35 NBML over Sandy Lake Road
- IH35 SBML over Sandy Lake Road
- IH35 NBML over US77

- Rehabilitate or replace as necessary bridge beams/girders and substructures to support the new bridge deck load in combination with live load specified in Section 13.2.2.
- Adjust signal timing and signing at the Valley View Lane interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Valley View Lane interchange shall remain in place.
- Adjust signal timing and signing at the Valwood Parkway interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Valwood Parkway interchange shall remain in place.
- Perform minor rehabilitation of the Crosby Drive interchange. Adjust radii at frontage road to accommodate truck turning movements.
- Design and construct 4th Street interchange from Station 10+00 to Station 15+09 generally consistent with the Draft Interim Schematic. Elevate 4th Street at the frontage roads allowing the frontage road lanes to pass underneath 4th Street.
- Design and construct West Main Street interchange from Station 10+00 to Station 15+07 generally consistent with the Draft Interim Schematic. Elevate West Main Street at the frontage roads allowing the frontage road lanes to pass underneath West Main Street.
- Design and construct Belt Line Road interchange from Station 99+00 to Station 127+00 and IH 35E from 730+00 to 780+00 generally consistent with the Draft Interim Schematic. Design and construct associated ramp improvements and realignment of the existing railroad tracks. New interchange shall consist of three levels and shall remove all at-grade railroad crossings with Belt Line Road being relocated to the lowest level, IH 35E relocated to the highest level and the railroad crossing relocated to the middle level. This interchange shall be constructed in accordance with the Ultimate Project as shown in the environmental assessment. Belt Line Road improvements shall include construction of the Broadway Street intersection improvements and new bridge over Belt Line Road.
- IH 35E bridge beginning at Station 741+65 and ending at Station 762+35 and connecting frontage roads shall accommodate Elk Street at Station 760+23 to be designed and constructed by others.
- Perform minor rehabilitation of the Century Drive intersection. Adjust radii at frontage road to accommodate truck turning movements.

- Adjust signing at the Luna Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Luna Road interchange shall remain in place.
- Adjust signal timing and signing at the Whitlock Lane / Sandy Lake Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Whitlock Lane / Sandy Lake Road interchange shall remain in place.
- Design and construct the Dickerson Parkway interchange from Station 10+00 to Station 60+81 generally consistent with the Draft Interim Schematic. Dickerson Parkway shall overpass IH 35E and adjacent frontage roads.
- Design and construct a collector-distributor system from Dickerson Parkway, approximately station 857+00, to south of Round Grove Road, approximately station 1009+00, consisting of one to three lanes in each direction generally between the frontage roads and general purpose lanes and connecting PGBT and SH 121 generally consistent with the Draft Interim Schematic. At the southern and northern terminus, the collector distributor system shall be provided as an auxiliary lane to the general purpose lanes generally consistent with the Draft Interim Schematic. Ingress/egress points to the collector-distributor systems at its southern limits will be accessible via the ramps leading to the PGBT direct connector ramps at Dickerson Parkway. Ingress / egress points to the collector-distributor systems at its northern limits will be accessible via the ramps leading to the SH 121 direct connector ramps near Round Grove Road.
- Adjust signal timing and signing at the Frankford Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Frankford Road interchange shall remain in place.
- Design and construct four direct connector ramps on the north side of the interchange between IH 35E and SH 121 in the Ultimate Project location, except as necessary to tie horizontally and vertically into the Project, or interim, edge of pavement as shown in the Draft Interim Schematic: One ramp connecting westbound SH 121 to northbound IH 35E, one from eastbound SH 121 to northbound IH 35E, one from southbound IH 35E to eastbound SH 121 and one from southbound IH 35E to westbound SH 121.
- Design and construct the Round Grove Road interchange from Station 106+91 to Station 108+82 generally consistent with the Draft Interim Schematic. Round Grove Road bridge shall be lengthened to accommodate the Project.
- Design and construct the Corporate Drive interchange from Station 105+97 to Station 107+82 generally consistent with the Draft Interim Schematic. Corporate Drive bridge shall be lengthened to accommodate the Project.
- Adjust signal timing and signing at the SH 121 Business interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. SH 121 Business interchange shall remain in place.

- Design and construct the Fox Avenue interchange from Station 103+67 to Station 111+57 generally consistent with the Draft Interim Schematic. Fox Avenue bridge shall be replaced as needed to accommodate the Project.
- Design and construct the FM1171 / Main Street interchange from Station 105+26 to Station 107+26 generally consistent with the Draft Interim Schematic. FM 1171 bridge shall be replaced as needed to accommodate the Project.
- Adjust signal timing and signing at the Valley Ridge Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Valley Ridge Road interchange shall remain in place.
- Design and construct retaining wall system along the western abutment of the existing KCS Railroad bridge crossing at Station 1270+00 to accommodate two southbound frontage road lanes generally consistent with the Draft Interim Schematic.
- Construct the FM 407 / Lake Park Road interchange from Station 100+00 to Station 112+99 per the design shown in the 100% signed and sealed plans, specifications, and aesthetic requirements as provided in the Reference Information Documents to convert the existing interchange from an underpass to an overpass. Lower FM 407 to grade and construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over FM 407. FM 407 design and construction shall accommodate the Utility Adjustments for the following Utilities as provided in the Reference Information Documents: Brazos Electric (U13765) and Oncor Electric Transmission (U13815 and U13816).
- Perform minor rehabilitation of the Bogard Lane intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Design and construct the Garden Ridge Boulevard interchange from Station 100+82 to Station 112+50 generally consistent with the Draft Interim Schematic in order to convert the interchange from an underpass to an overpass. Lower Garden Ridge Boulevard to grade allowing IH 35E general purpose lanes and managed lanes to pass over Garden Ridge Boulevard.
- Design and construct Highland Village intersection from Station 10+00 to Station 106+00 generally consistent with the Draft Interim Schematic.
- Design and construct the Copperas Branch Park Road generally consistent with the Parks Mitigation Master Plan.
- Design and construct a portion of the Ultimate Project bridge over Lake Lewisville and associated roadway approaches from Station 1302+00 to Station 1515+15 generally consistent with the Draft Interim Schematic to accommodate four southbound general purpose lanes, two southbound frontage road lanes barrier separated from the general purpose lanes, two reversible managed lanes, and an eight-foot-wide shared use path which is barrier separated from the frontage roads.
- Re-purpose, and rehabilitate the existing bridge over Lake Lewisville generally consistent with the Draft Interim Schematic to accommodate four northbound general purpose lanes, two frontage road lanes barrier separated from the general

purpose lanes, and a fourteen-foot-wide shared use path which is barrier separated from the frontage roads.

- Design, construct, widen or rehabilitate existing pavement as necessary to accommodate two northbound frontage roads from Eagle Point Road, Station 1352+00, Denton Drive/Country Lane, and Station 1470+00 generally consistent with the Draft Interim Schematic.
- Design and construct Country Lane / Denton Drive interchange from Station 101+75 to Station 110+15 generally consistent with the Draft Interim Schematic. Construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over Country Lane / Denton Drive.
- Design and construct Turbeville Road/Hundley Drive interchange from Station 100+00 to Station 112+74 generally consistent with the Draft Interim Schematic.
- Perform minor rehabilitation of the FM 2181 / Swisher Road interchange. Adjust radii at frontage road to accommodate truck turning movements.
- Perform minor rehabilitation of the Quail Run Intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Adjust signal timing and signing at the Meadow Oaks / Dobbs Lane intersection per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Meadow Oaks / Dobbs Lane intersection shall remain in place.
- Design and construct Corinth Parkway interchange from Station 10+89 to Station 21+45 to convert the existing interchange from an underpass to an overpass as needed to accommodate the Ultimate Project. Lower Corinth Parkway to grade and construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over Corinth Parkway.
- Design and construct Post Oak Drive interchange, including new bridge over IH 35E, from Station 10+96 to Station 20+68 generally consistent with the Draft Interim Schematic and as needed to accommodate the Ultimate Project.
- Adjust signal timing and signing at the Mayhill Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Mayhill Road interchange shall remain in place.
- Adjust signal timing and signing at the Loop 288 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Loop 288 interchange shall remain in place.
- Adjust signal timing and signing at the Pennsylvania Drive / San Jacinto Boulevard intersection per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Pennsylvania Drive / San Jacinto Boulevard intersection shall remain in place.
- Adjust signal timing and signing at the Teasley Drive / FM 2181 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Teasley Drive / FM 2181 interchange shall remain in place.

- Adjust signal timing and signing at the Fort Worth Drive interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Fort Worth Drive interchange shall remain in place.
- Adjust signal timing and signing at the McCormick / Avenue A interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. McCormick / Avenue A interchange shall remain in place.
- Design and construct bridge at IH 35E from Station 1969+82 to Station 1971+60 allowing IH 35E general purpose lanes and managed lanes to pass over McCormick / Avenue A generally consistent with the Draft Interim Schematic.
- Design and construct North Texas Boulevard interchange, including new bridge over IH 35E, from Station 10+99 to Station 23+42 generally consistent with the Draft Interim Schematic and as needed to accommodate the Ultimate Project. Improvements at this location shall also include the connecting street from North Texas Boulevard to Underwood Street and IH 35E general purpose lanes from Station 1984+00 to Station 1997+00.
- Perform minor rehabilitation of the Collier Street / Knight Street intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Perform minor rehabilitation of the Avenue C intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Adjust signal timing and signing at the Bonnie Brae interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Bonnie Brae interchange shall remain in place.
- Adjust signal timing and signing at the Oak Street interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Oak Street interchange shall remain in place.
- Adjust signal timing and signing at the US 380 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. US 380 interchange shall remain in place.
- Rehabilitate existing bridges that are to be reused or widened.
- Maintain managed lanes, general purpose lanes, frontage roads, bridges and other drainage structures and other facility appurtenances within the Project right of way and transition areas during the construction period until substantial completion.
- The Project does not include Design and construction of the University of North Texas (UNT) pedestrian overpass which will be performed by others under a separate contract. Final plans are provided in the Reference Information Documents.
- Bridges and bridge class structures identified as “Bridges not in Project” in the IH 35E Bridge Condition Summary, as provided in the Reference Information Documents, shall not be included in the scope of this Project.

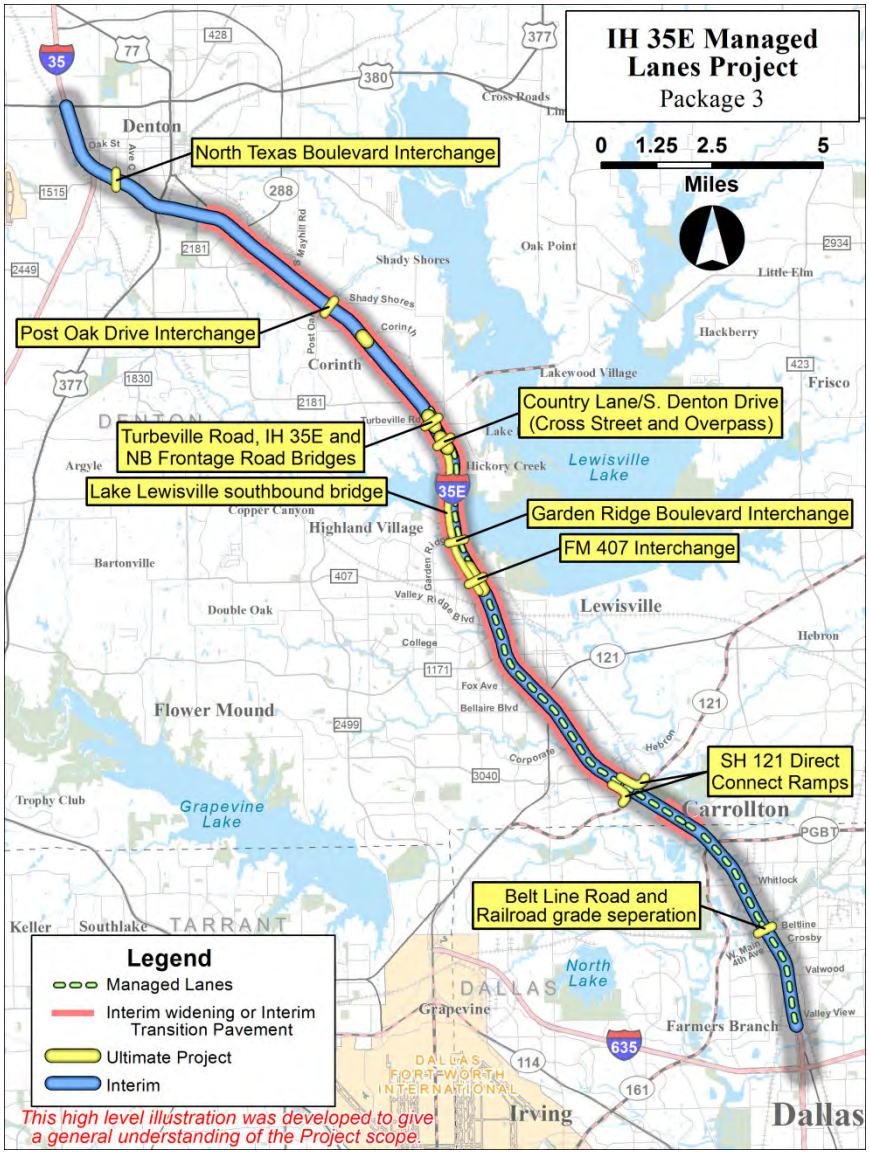
Options Scope

- Option 1 - South of station 630+00, design and construct connections to the proposed managed lanes system to be built by others south of IH 635. The IH 635 northbound and southbound managed lane ramps shall be coordinated with proposed design for the IH 635 LBJ Project and generally consistent with the Draft Interim Schematic. Connect to the proposed reversible managed lanes north of station 630+00 described in Package 2, above.
- Option 2 – Design and construct two reversible managed lanes from Turbeville Road to Loop 288. At the northern terminus of the managed lanes, the two reversible lanes shall be reduced to one reversible lane north of Post Oak Road, approximately station 1704+00, and shall terminate north of Loop 288, approximately station 1835+00, and transition to the general purpose lanes generally consistent with the Draft Interim Schematic. Connect to the proposed reversible managed lanes at Turbeville Road at approximately station 1508+00 described in Package 2, above.
- Option 3 – Design and construct one additional general purpose lane in each direction from north of the IH 635 interchange northward to north of SH 121, tying into the additional general purpose lane described in Package 2 above, generally consistent with the Draft Interim Schematic. Full depth widening of the existing pavement shall be performed as needed to accommodate the general purpose and managed lanes.

WORK PACKAGE 3

The Project consists of general improvements along the IH 35E corridor from IH 635 to US 380. Unless otherwise specified below, the Work listed shall meet all the requirements of the Technical Provisions and shall be constructed generally consistent with the Draft Interim Schematic. Certain elements of the Ultimate Project shall be implemented in this Project Scope. These areas where the Ultimate Project shall be implemented are shown in Figure 1-3. All other areas are described as interim.

Figure 1-3
IH 35E Managed Lanes Project – Work Package 3



Ultimate Areas

A further description of the areas where the Ultimate Project shall be implemented is as follows:

- West Main Street, including new bridges over the frontage roads, from Station 10+00 to Station 15+07.
- Belt Line Road, including associated frontage roads (excluding the turnarounds), from Station 99+00 to Station 127+00.
- Direct connector ramps on the north side of the interchange between IH 35E and SH 121, except as necessary to tie horizontally and vertically into the Project, or interim, edge of pavement.
- The Ultimate Project bridge over Lake Lewisville and associated roadway approaches from Station 1302+00 to Station 1515+15 to a width that accommodates four southbound general purpose lanes, two southbound frontage road lanes, two reversible managed lanes, and an eight-foot-wide shared use path alongside and barrier separated from the frontage roads.
- FM 407, including interchange, from Station 100+00 to Station 112+99.
- IH 35E general purpose and managed lanes bridges over FM 407 from Station 1310+21 to Station 1314+19 and associated ramps.
- Garden Ridge Boulevard, including interchange, from Station 100+82 to Station 112+50, excluding turnarounds.
- Country Lane / South Denton Drive, including interchange, from Station 101+75 to Station 110+14 excluding turnarounds.
- IH 35E general purpose and managed lanes bridge over Country Lane / South Denton Drive from Station 1467+13 to Station 1470+91 and associated ramps.
- Turbeville Road, including interchange, from Station 100+00 to Station 112+74.
- IH 35E general purpose and managed lanes bridge and IH 35E northbound frontage road bridge over Turbeville Road from Station 1507+63 to Station 1510+05 and associated ramps.
- Post Oak Drive, including interchange and new bridge over IH 35E, from Station 10+96 to Station 20+69.
- North Texas Boulevard, including new bridge over IH 35E, from Station 11+00 to Station 23+42. Ultimate improvements at this location shall also include the connecting street from North Texas Boulevard to Underwood Street and IH 35E general purpose lanes from Station 1984+00 to Station 1997+00.

General Project Description

A general description of the proposed improvements is as follows:

Base Scope

- Design and construct two reversible managed lanes plus exit/entrance ramps at locations generally consistent with the Draft Interim Schematic from Pike Street,

Station 630+00, continuing northward to Turbeville Road, approximately station 1508+00. Minor changes to the exit/entrance ramps may occur during final design, but in no way shall affect the traffic and or revenue projected for the Project. At the southern limits, the two managed lanes will be transitioned back into the general purpose lanes south of station 630+00. The termination of the managed lanes in the north shall consist of add/dropping one reversible managed lane at the access point near Country Lane/South Denton Drive, continuing northward with one reversible managed lane until Turbeville Road, approximately station 1508+00, at which point the managed lane shall terminate.

Managed lanes construction shall be generally located along the center of the general purpose lanes. The managed lanes shall be separated from the general purpose lanes by concrete traffic barrier and access control systems to prevent entering and exiting the managed lanes into opposing traffic.

- Reconfigure and/or widen where applicable general purpose lanes to accommodate one additional general purpose lane in each direction from north of SH 121. Full depth widening of the existing pavement shall be performed as needed to accommodate the general purpose and managed lanes. The southern termination of these lanes shall consist of add/dropping a lane at the at Station 1017+00. The northern termination of these lanes shall consist of add/dropping a lane at the ramps south of US 380, approximately station 2120+00.
- Retain and rehabilitate existing general purpose lane capacity, generally described as three lanes in each direction from north of station 630+00, to Corinth Parkway, approximately Station 1639+62, transition to two lanes in each direction from Corinth Parkway to US 380, approximately station 2120+00, plus auxiliary lanes and exit/entrance ramps.
- Design and construct frontage roads as necessary to accommodate new interchange construction, managed lanes and general purpose lanes.
- Design and construct full deck replacement for existing bridges at the following locations:
    - IH35 NBML over Bonnie Brae
    - IH35 SBML over Bonnie Brae
    - IH35 NBML over Mayhill/State School Road
    - IH35 SBML over Mayhill/State School Road
    - IH35 NBML over Sandy Lake Road
    - IH35 SBML over Sandy Lake Road
    - IH35 NBML over US77
- Rehabilitate or replace as necessary bridge beams/girders and substructures to support the new bridge deck load in combination with live load specified in Section 13.2.2.

- Adjust signal timing and signing at the Valley View Lane interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Valley View Lane interchange shall remain in place.
- Adjust signal timing and signing at the Valwood Parkway interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Valwood Parkway interchange shall remain in place.
- Perform minor rehabilitation of the Crosby Drive interchange. Adjust radii at frontage road to accommodate truck turning movements.
- Design and construct West Main Street interchange from Station 10+00 to Station 15+07 generally consistent with the Draft Interim Schematic. Elevate West Main Street at the frontage roads allowing the frontage road lanes to pass underneath West Main Street.
- Construct frontage road and Belt Line Road intersection improvements excluding U-turns and U-turn lanes on the frontage roads. Railroad facility to remain in place. Railroad alignment shall be converted to bridge in areas to accommodate new frontage road and Belt Line Road alignments. Construct railroad overpasses to accommodate frontage road and Belt Line Road improvements. The IH 35E mainline improvements at Belt Line as shown in the Draft Interim Schematic shall not be constructed as part of the base scope of this package. Belt Line Road improvements shall include construction of the Broadway Street intersection improvements and new bridge over Belt Line Road.
- Perform minor rehabilitation of the Century Drive intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Adjust signing at the Luna Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Luna Road interchange shall remain in place.
- Adjust signal timing and signing at the Whitlock Lane / Sandy Lake Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Whitlock Lane / Sandy Lake Road interchange shall remain in place.
- Design and construct a collector-distributor system from approximately station 857+00, to south of Round Grove Road, approximately station 1009+00, consisting of one to three lanes in each direction generally between the frontage roads and general purpose lanes and connecting PGBT and SH 121 generally consistent with the Draft Interim Schematic. At the southern and northern terminus, the collector distributor system shall be provided as an auxiliary lane to the general purpose lanes generally consistent with the Draft Interim Schematic. Ingress/egress points to the collector-distributor systems at its southern limits will be accessible via the ramps leading to the PGBT direct connector ramps at approximate station 850+00. Ingress / egress points to the collector-distributor systems at its northern limits will be accessible via the ramps leading to the SH 121 direct connector ramps near Round Grove Road.

- Adjust signal timing and signing at the Frankford Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Frankford Road interchange shall remain in place.
- Design and construct four direct connector ramps on the north side of the interchange between IH 35E and SH 121 in the Ultimate Project location, except as necessary to tie horizontally and vertically into the Project, or interim, edge of pavement as shown in the Draft Interim Schematic: One ramp connecting westbound SH 121 to northbound IH 35E, one from eastbound SH 121 to northbound IH 35E, one from southbound IH 35E to eastbound SH 121 and one from southbound IH 35E to westbound SH 121.
- Design and construct the Round Grove Road interchange from Station 106+91 to Station 108+82 generally consistent with the Draft Interim Schematic. Round Grove Road bridge shall be lengthened to accommodate the Project.
- Design and construct the Corporate Drive interchange from Station 105+97 to Station 107+82 generally consistent with the Draft Interim Schematic. Corporate Drive bridge shall be lengthened to accommodate the Project.
- Adjust signal timing and signing at the SH 121 Business interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. SH 121 Business interchange shall remain in place.
- Design and construct the Fox Avenue interchange from Station 103+67 to Station 111+57 generally consistent with the Draft Interim Schematic. Fox Avenue bridge shall be replaced as needed to accommodate the Project.
- Design and construct the FM1171 / Main Street interchange from Station 105+26 to Station 107+26 generally consistent with the Draft Interim Schematic. FM 1171 bridge shall be replaced as needed to accommodate the Project.
- Adjust signal timing and signing at the Valley Ridge Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Valley Ridge Road interchange shall remain in place.
- Design and construct retaining wall system along the western abutment of the existing KCS Railroad bridge crossing at Station 1270+00 to accommodate two southbound frontage road lanes generally consistent with the Draft Interim Schematic.
- Construct the FM 407 / Lake Park Road interchange from Station 100+00 to Station 112+99 per the design shown in the 100% signed and sealed plans, specifications, and aesthetic requirements as provided in the Reference Information Documents to convert the existing interchange from an underpass to an overpass. Lower FM 407 to grade and construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over FM 407. FM 407 design and construction shall accommodate the Utility Adjustments for the following Utilities as provided in the Reference Information Documents: Brazos Electric (U13765) and Oncor Electric Transmission (U13815 and U13816).

- Perform minor rehabilitation of the Bogard Lane intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Design and construct the Garden Ridge Boulevard interchange from Station 100+82 to Station 112+50 generally consistent with the Draft Interim Schematic in order to convert the interchange from an underpass to an overpass. Lower Garden Ridge Boulevard to grade allowing IH 35E general purpose lanes and managed lanes to pass over Garden Ridge Boulevard.
- Design and construct Highland Village intersection from Station 10+00 to Station 106+00 generally consistent with the Draft Interim Schematic.
- Design and construct the Copperas Branch Park Road generally consistent with the Parks Mitigation Master Plan.
- Design and construct a portion of the Ultimate Project bridge over Lake Lewisville and associated roadway approaches from Station 1302+00 to Station 1515+15 generally consistent with the Draft Interim Schematic to accommodate four southbound general purpose lanes, two southbound frontage road lanes barrier separated from the general purpose lanes, two reversible managed lanes, and an eight-foot-wide shared use path which is barrier separated from the frontage roads.
- Re-purpose, and rehabilitate the existing bridge over Lake Lewisville generally consistent with the Draft Interim Schematic to accommodate four northbound general purpose lanes, two frontage road lanes barrier separated from the general purpose lanes, and a fourteen-foot-wide shared use path which is barrier separated from the frontage roads.
- Design, construct, widen or rehabilitate existing pavement as necessary to accommodate two northbound frontage roads from Eagle Point Road, Station 1352+00, Denton Drive/Country Lane, and Station 1470+00 generally consistent with the Draft Interim Schematic.
- Design and construct Country Lane / Denton Drive interchange from Station 101+75 to Station 110+15 generally consistent with the Draft Interim Schematic. Construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over Country Lane / Denton Drive.
- Design and construct Turbeville Road/Hundley Drive interchange from Station 100+00 to Station 112+74 generally consistent with the Draft Interim Schematic.
- Perform minor rehabilitation of the FM 2181 / Swisher Road interchange. Adjust radii at frontage road to accommodate truck turning movements.
- Perform minor rehabilitation of the Quail Run Intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Adjust signal timing and signing at the Meadow Oaks / Dobbs Lane intersection per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Meadow Oaks / Dobbs Lane intersection shall remain in place.
- Design and construct Post Oak Drive interchange, including new bridge over IH 35E, from Station 10+96 to Station 20+68 generally consistent with the Draft Interim Schematic and as needed to accommodate the Ultimate Project.

- Adjust signal timing and signing at the Mayhill Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Mayhill Road interchange shall remain in place.
- Adjust signal timing and signing at the Loop 288 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Loop 288 interchange shall remain in place.
- Adjust signal timing and signing at the Pennsylvania Drive / San Jacinto Boulevard intersection per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Pennsylvania Drive / San Jacinto Boulevard intersection shall remain in place.
- Adjust signal timing and signing at the Teasley Drive / FM 2181 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Teasley Drive / FM 2181 interchange shall remain in place.
- Adjust signal timing and signing at the Fort Worth Drive interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Fort Worth Drive interchange shall remain in place.
- Adjust signal timing and signing at the McCormick / Avenue A interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. McCormick / Avenue A interchange shall remain in place.
- Design and construct bridge at IH 35E from Station 1969+82 to Station 1971+60 allowing IH 35E general purpose lanes and managed lanes to pass over McCormick / Avenue A generally consistent with the Draft Interim Schematic.
- Design and construct North Texas Boulevard interchange, including new bridge over IH 35E, from Station 10+99 to Station 23+42 generally consistent with the Draft Interim Schematic and as needed to accommodate the Ultimate Project. Improvements at this location shall also include the connecting street from North Texas Boulevard to Underwood Street and IH 35E general purpose lanes from Station 1984+00 to Station 1997+00.
- Perform minor rehabilitation of the Collier Street / Knight Street intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Adjust signal timing and signing at the Bonnie Brae interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Bonnie Brae interchange shall remain in place.
- Adjust signal timing and signing at the Oak Street interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Oak Street interchange shall remain in place.
- Adjust signal timing and signing at the US 380 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. US 380 interchange shall remain in place.
- Rehabilitate existing bridges that are to be reused or widened.

- Maintain managed lanes, general purpose lanes, frontage roads, bridges and other drainage structures and other facility appurtenances within the Project right of way and transition areas during the construction period until substantial completion.
- The Project does not include Design and construction of the University of North Texas (UNT) pedestrian overpass which will be performed by others under a separate contract. Final plans are provided in the Reference Information Documents.
- Bridges and bridge class structures identified as "Bridges not in Project" in the IH 35E Bridge Condition Summary, as provided in the Reference Information Documents, shall not be included in the scope of this Project.

Options Scope

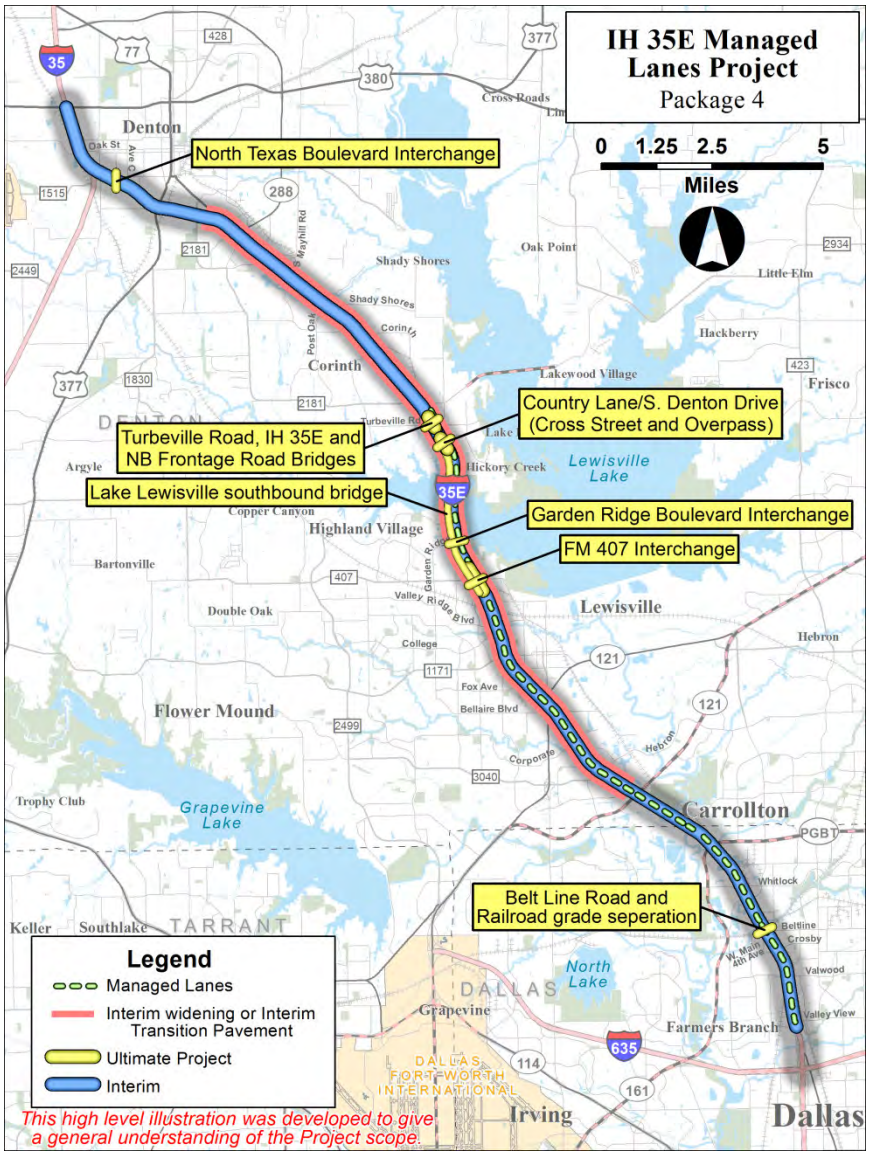
- Option 1 - South of station 630+00, design and construct connections to the proposed managed lanes system to be built by others south of IH 635. The IH 635 northbound and southbound managed lane ramps shall be coordinated with proposed design for the IH 635 LBJ Project and generally consistent with the Draft Interim Schematic. Connect to the proposed reversible managed lanes north of station 630+00 described in Package 3, above.
- Option 2 – Design and construct two reversible managed lanes from Turbeville Road to Loop 288. At the northern terminus of the managed lanes, the two reversible lanes shall be reduced to one reversible lane north of Post Oak Road, approximately station 1704+00, and shall terminate north of Loop 288, approximately station 1835+00, and transition to the general purpose lanes generally consistent with the Draft Interim Schematic. Connect to the proposed reversible managed lanes at Turbeville Road at approximately station 1508+00 described in Package 3, above.
- Option 3 – Design and construct one additional general purpose lane in each direction from north of the IH 635 interchange northward to north of SH 121, tying into the additional general purpose lane described in Package 3 above, generally consistent with the Draft Interim Schematic. Full depth widening of the existing pavement shall be performed as needed to accommodate the general purpose and managed lanes.
- Option 4 – Design and construct the IH 35E general purpose and managed lanes realignment, including U-turns and frontage road U-turn lanes, at Belt Line Road interchange and realignment of the existing railroad tracks generally consistent with the Draft Interim Schematic. Design and construct 4th Street interchange at from Station 10+00 to Station 15+09 generally consistent with the Draft Interim Schematic. Elevate 4th Street at the frontage roads allowing the frontage road lanes to pass underneath 4th Street. Design and construct Elk Street at Station 760+23 generally consistent with the Draft Interim Schematic.
- Option 5 – Design and construct the Dickerson Parkway interchange from Station 10+00 to Station 60+81 generally consistent with the Draft Interim Schematic. Dickerson Parkway shall overpass IH 35E and adjacent frontage roads.
- Option 6 - Design and construct Corinth Parkway interchange from Station 10+89 to Station 21+45 to convert the existing interchange from an underpass to an overpass

as needed to accommodate the Ultimate Project. Lower Corinth Parkway to grade and construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over Corinth Parkway.

WORK PACKAGE 4

The Project consists of general improvements along the IH 35E corridor from IH 635 to US 380. Unless otherwise specified below, the Work listed shall meet all the requirements of the Technical Provisions and shall be constructed generally consistent with the Draft Interim Schematic. Certain elements of the Ultimate Project shall be implemented in this Project Scope. These areas where the Ultimate Project shall be implemented are shown in Figure 1-4. All other areas are described as interim.

Figure 1-4
IH 35E Managed Lanes Project – Work Package 4



Ultimate Areas

A further description of the areas where the Ultimate Project shall be implemented is as follows:

- West Main Street, including new bridges over the frontage roads, from Station 10+00 to Station 15+07.
- Belt Line Road, including associated frontage roads (excluding the turnarounds), from Station 99+00 to Station 127+00.
- The Ultimate Project bridge over Lake Lewisville and associated roadway approaches from Station 1302+00 to Station 1515+15 to a width that accommodates four southbound general purpose lanes, two southbound frontage road lanes, two reversible managed lanes, and an eight-foot-wide shared use path alongside and barrier separated from the frontage roads.
- FM 407, including interchange, from Station 100+00 to Station 112+99.
- IH 35E general purpose and managed lanes bridges over FM 407 from Station 1310+21 to Station 1314+19 and associated ramps.
- Garden Ridge Boulevard, including interchange, from Station 100+82 to Station 112+50, excluding turnarounds.
- Country Lane / South Denton Drive, including interchange, from Station 101+75 to Station 110+14 excluding turnarounds.
- IH 35E general purpose and managed lanes bridge over Country Lane / South Denton Drive from Station 1467+13 to Station 1470+91 and associated ramps.
- Turbeville Road, including interchange, from Station 100+00 to Station 112+74.
- IH 35E general purpose and managed lanes bridge and IH 35E northbound frontage road bridge over Turbeville Road from Station 1507+63 to Station 1510+05 and associated ramps.
- North Texas Boulevard, including new bridge over IH 35E, from Station 11+00 to Station 23+42. Ultimate improvements at this location shall also include the connecting street from North Texas Boulevard to Underwood Street and IH 35E general purpose lanes from Station 1984+00 to Station 1997+00.

General Project Description

A general description of the proposed improvements is as follows:

Base Scope

- Design and construct two reversible managed lanes plus exit/entrance ramps generally consistent with the Draft Interim Schematic from Pike Street, Station 630+00, continuing northward to Turbeville Road, approximately station 1508+00. Minor changes to the exit/entrance ramps may occur during final design, but in no way shall affect the traffic and or revenue projected for the Project. At the southern limits, the two managed lanes will be transitioned back into the general purpose lanes south of station 630+00. The termination of the managed lanes in the north shall consist of add/dropping one reversible managed lane at the access point near Country Lane/South Denton Drive, continuing northward with one reversible managed lane until Turbeville Road, approximately station 1508+00, at which point the managed lane shall terminate.

Managed lanes construction shall be generally located along the center of the general purpose lanes. The managed lanes shall be separated from the general purpose lanes by concrete traffic barrier and access control systems to prevent entering and exiting the managed lanes into opposing traffic.

- Reconfigure and/or widen where applicable general purpose lanes to accommodate one additional general purpose lane in each direction from north of SH 121 continuing northward to US 380. Full depth widening of the existing pavement shall be performed as needed to accommodate the general purpose and managed lanes. The southern termination of these lanes shall consist of add/dropping a lane at the ramps at Station 1017+00. The northern termination of these lanes shall consist of add/dropping a lane at the ramps south of US 380, approximately station 2120+00.
- Retain and rehabilitate existing general purpose lane capacity, generally described as three lanes in each direction from approximately station 630+00, to Corinth Parkway, approximately Station 1639+62, transition to two lanes in each direction from Corinth Parkway to US 380, approximately station 2120+00, plus auxiliary lanes and exit/entrance ramps.
- Design and construct frontage roads as necessary to accommodate new interchange construction, managed lanes and general purpose lanes.
- Design and construct full deck replacement for existing bridges at the following locations:
    - IH35 NBML over Bonnie Brae
    - IH35 SBML over Bonnie Brae
    - IH35 NBML over Mayhill/State School Road
    - IH35 SBML over Mayhill/State School Road
    - IH35 NBML over Sandy Lake Road
    - IH35 SBML over Sandy Lake Road
    - IH35 NBML over US77
- Rehabilitate or replace as necessary bridge beams/girders and substructures to support the new bridge deck load in combination with live load specified in Section 13.2.2 of the Technical Provisions.
- Adjust signal timing and signing at the Valley View Lane interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Valley View Lane interchange shall remain in place.
- Adjust signal timing and signing at the Valwood Parkway interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Valwood Parkway interchange shall remain in place.

- Perform minor rehabilitation of the Crosby Drive interchange. Adjust radii at frontage road to accommodate truck turning movements.
- Design and construct West Main Street interchange at from Station 10+00 to Station 15+07 generally consistent with the Draft Interim Schematic. Elevate West Main Street at the frontage roads allowing the frontage road lanes to pass underneath West Main Street.
- Construct frontage road and Belt Line Road intersection improvements excluding U-turns turns and U-turn lanes on the frontage roads. Railroad facility to remain in place. Railroad alignment shall be converted to bridge in areas to accommodate new frontage road and Belt Line Road alignments. Construct railroad overpasses to accommodate frontage road and Belt Line Road improvements. The IH 35E mainline improvements at Belt Line as shown in the Draft Interim Schematic shall not be constructed as part of the base scope of this package. Belt Line Road improvements shall include construction of the Broadway Street intersection improvements and new bridge over Belt Line Road.
- Perform minor rehabilitation of the Century Drive intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Adjust signing at the Luna Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Luna Road interchange shall remain in place.
- Adjust signal timing and signing at the Whitlock Lane / Sandy Lake Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Whitlock Lane / Sandy Lake Road interchange shall remain in place.
- Adjust signal timing and signing at the Frankford Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Frankford Road interchange shall remain in place.
- Design and construct the Round Grove Road interchange from Station 106+91 to Station 108+82 generally consistent with the Draft Interim Schematic. Round Grove Road bridge shall be lengthened to accommodate the Project.
- Design and construct the Corporate Drive interchange from Station 105+97 to Station 107+82 generally consistent with the Draft Interim Schematic. Corporate Drive bridge shall be lengthened to accommodate the Project.
- Adjust signal timing and signing at the SH 121 Business interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. SH 121 Business interchange shall remain in place.
- Design and construct the Fox Avenue interchange from Station 103+67 to Station 111+57 generally consistent with the Draft Interim Schematic. Fox Avenue bridge shall be replaced as needed to accommodate the Project.
- Design and construct the FM1171 / Main Street interchange from Station 105+26 to Station 107+26 generally consistent with the Draft Interim Schematic. FM 1171 bridge shall be replaced as needed to accommodate the Project.

- Adjust signal timing and signing at the Valley Ridge Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 13.2, 18, and 19 of the Technical Provisions. Valley Ridge Road interchange shall remain in place.
- Design and construct retaining wall system along the western abutment of the existing KCS Railroad bridge crossing at Station 1270+00 to accommodate two southbound frontage road lanes generally consistent with the Draft Interim Schematic.
- Construct the FM 407 / Lake Park Road interchange from Station 100+00 to Station 112+99 per the design shown in the 100% signed and sealed plans, specifications, and aesthetic requirements as provided in the Reference Information Documents to convert the existing interchange from an underpass to an overpass. Lower FM 407 to grade and construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over FM 407. FM 407 design and construction shall accommodate the Utility Adjustments for the following Utilities as provided in the Reference Information Documents: Brazos Electric (U13765) and Oncor Electric Transmission (U13815 and U13816).
- Perform minor rehabilitation of the Bogard Lane intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Design and construct the Garden Ridge Boulevard interchange from Station 100+82 to Station 112+50 generally consistent with the Draft Interim Schematic in order to convert the interchange from an underpass to an overpass. Lower Garden Ridge Boulevard to grade allowing IH 35E general purpose lanes and managed lanes to pass over Garden Ridge Boulevard.
- Design and construct Highland Village intersection from Station 10+00 to Station 106+00 generally consistent with the Draft Interim Schematic.
- Design and construct the Copperas Branch Park Road generally consistent with the Parks Mitigation Master Plan.
- Design and construct a portion of the Ultimate Project bridge over Lake Lewisville and associated roadway approaches from Station 1302+00 to Station 1515+15 generally consistent with the Draft Interim Schematic to accommodate four southbound general purpose lanes, two southbound frontage road lanes barrier separated from the general purpose lanes, two reversible managed lanes, and an eight-foot-wide shared use path which is barrier separated from the frontage roads.
- Re-purpose, and rehabilitate the existing bridge over Lake Lewisville generally consistent with the Draft Interim Schematic to accommodate four northbound general purpose lanes, two frontage road lanes barrier separated from the general purpose lanes, and a fourteen-foot-wide shared use path which is barrier separated from the frontage roads.
- Design, construct, widen or rehabilitate existing pavement as necessary to accommodate two northbound frontage roads from Eagle Point Road, Station 1352+00, Denton Drive/Country Lane, and Station 1470+00 generally consistent with the Draft Interim Schematic.

- Design and construct Country Lane / Denton Drive interchange from Station 101+75 to Station 110+15 generally consistent with the Draft Interim Schematic. Construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over Country Lane / Denton Drive.
- Design and construct Turbeville Road/Hundley Drive interchange from Station 100+00 to Station 112+74 generally consistent with the Draft Interim Schematic.
- Perform minor rehabilitation of the FM 2181 / Swisher Road interchange. Adjust radii at frontage road to accommodate truck turning movements.
- Perform minor rehabilitation of the Quail Run Intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Adjust signal timing and signing at the Meadow Oaks / Dobbs Lane intersection per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Meadow Oaks / Dobbs Lane intersection shall remain in place.
- Adjust signal timing and signing at the Mayhill Road interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Mayhill Road interchange shall remain in place.
- Adjust signal timing and signing at the Loop 288 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Loop 288 interchange shall remain in place.
- Adjust signal timing and signing at the Pennsylvania Drive / San Jacinto Boulevard intersection per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Pennsylvania Drive / San Jacinto Boulevard intersection shall remain in place.
- Adjust signal timing and signing at the Teasley Drive / FM 2181 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Teasley Drive / FM 2181 interchange shall remain in place.
- Adjust signal timing and signing at the Fort Worth Drive interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Fort Worth Drive interchange shall remain in place.
- Adjust signal timing and signing at the McCormick / Avenue A interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. McCormick / Avenue A interchange shall remain in place.
- Design and construct bridge at IH 35E from Station 1969+82 to Station 1971+60 allowing IH 35E general purpose lanes and managed lanes to pass over McCormick / Avenue A generally consistent with the Draft Interim Schematic.
- Design and construct North Texas Boulevard interchange, including new bridge over IH 35E, from Station 10+99 to Station 23+42 generally consistent with the Draft Interim Schematic and as needed to accommodate the Ultimate Project. Improvements at this location shall also include the connecting street from North

Texas Boulevard to Underwood Street and IH 35E general purpose lanes from Station 1984+00 to Station 1997+00.

- Perform minor rehabilitation of the Collier Street / Knight Street intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Perform minor rehabilitation of the Avenue C intersection. Adjust radii at frontage road to accommodate truck turning movements.
- Adjust signal timing and signing at the Bonnie Brae interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Bonnie Brae interchange shall remain in place.
- Adjust signal timing and signing at the Oak Street interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. Oak Street interchange shall remain in place.
- Adjust signal timing and signing at the US 380 interchange per Section 16.3 of the Technical Provisions. Maintain facilities and traffic control per Sections 18 and 19 of the Technical Provisions. US 380 interchange shall remain in place.
- Rehabilitate existing bridges that are to be reused or widened.
- Maintain managed lanes, general purpose lanes, frontage roads, bridges and other drainage structures and other facility appurtenances within the Project right of way and transition areas during the construction period until substantial completion.
- The Project does not include Design and construction of the University of North Texas (UNT) pedestrian overpass which will be performed by others under a separate contract. Final plans are provided in the Reference Information Documents.
- Bridges and bridge class structures identified as “Bridges not in Project” in the IH 35E Bridge Condition Summary, as provided in the Reference Information Documents, shall not be included in the scope of this Project.

Options Scope

- Option 1 - South of station 630+00, design and construct connections to the proposed managed lanes system to be built by others south of IH 635. The IH 635 northbound and southbound managed lane ramps shall be coordinated with proposed design for the IH 635 LBJ Project and generally consistent with the Draft Interim Schematic. Connect to the proposed reversible managed lanes north of station 630+00 described in Package 4, above.
- Option 2 – Design and construct two reversible managed lanes from Turbeville Road to Loop 288. At the northern terminus of the managed lanes, the two reversible lanes shall be reduced to one reversible lane north of Post Oak Road, approximately station 1704+00, and shall terminate north of Loop 288, approximately station 1835+00, and transition to the general purpose lanes generally consistent with the Draft Interim Schematic. Connect to the proposed reversible managed lanes at Turbeville Road at approximately station 1508+00 described in Package 4, above.

- Option 3 – Design and construct one additional general purpose lane in each direction from north of the IH 635 interchange northward to north of SH 121, tying into the additional general purpose lane described in Package 4 above, generally consistent with the Draft Interim Schematic. Full depth widening of the existing pavement shall be performed as needed to accommodate the general purpose and managed lanes.
- Option 4 – Design and construct the IH 35E general purpose and managed lanes realignment, including U-turns and frontage road U-turn lanes, at Belt Line Road interchange and realignment of the existing railroad tracks generally consistent with the Draft Interim Schematic. Design and construct 4th Street interchange at from Station 10+00 to Station 15+09 generally consistent with the Draft Interim Schematic. Elevate 4th Street at the frontage roads allowing the frontage road lanes to pass underneath 4th Street. Design and construct Elk Street at Station 760+23 generally consistent with the Draft Interim Schematic.
- Option 5 – Design and construct the Dickerson Parkway interchange from Station 10+00 to Station 60+81 generally consistent with the Draft Interim Schematic. Dickerson Parkway shall overpass IH 35E and adjacent frontage roads.
- Option 6 - Design and construct Corinth Parkway interchange from Station 10+89 to Station 21+45 to convert the existing interchange from an underpass to an overpass as needed to accommodate the Ultimate Project. Lower Corinth Parkway to grade and construct bridge at IH 35E allowing IH 35E general purpose lanes and managed lanes to pass over Corinth Parkway.
- Option 7 – Design and construct a collector-distributor system from approximately station 857+00, to south of Round Grove Road, approximately station 1009+00, consisting of one to three lanes in each direction generally between the frontage roads and general purpose lanes and connecting PGBT and SH 121 generally consistent with the Draft Interim Schematic. At the southern and northern terminus, the collector distributor system shall be provided as an auxiliary lane to the general purpose lanes generally consistent with the Draft Interim Schematic. Ingress / egress points to the collector-distributor systems at its southern limits will be accessible via the ramps leading to the PGBT direct connector ramps at approximate station 850+00. Ingress/egress points to the collector-distributor systems at its northern limits will be accessible via the ramps leading to the SH 121 direct connector ramps near Round Grove Road.
- Option 8 – Design and construct four direct connector ramps on the north side of the interchange between IH 35E and SH 121 in the Ultimate Project location, except as necessary to tie horizontally and vertically into the Project, or interim, edge of pavement as shown in the Draft Interim Schematic: One ramp connecting westbound SH 121 to northbound IH 35E, one from eastbound SH 121 to northbound IH 35E, one from southbound IH 35E to eastbound SH 121 and one from southbound IH 35E to westbound SH 121.
- Option 9 – Design and construct Post Oak Drive interchange, including new bridge over IH 35E, from Station 10+96 to Station 20+68 generally consistent with the Draft Interim Schematic and as needed to accommodate the Ultimate Project.

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