

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.

“**Additional Scope Component 1**” means the additional scope for the Project described in ITP Section 1.5.1.

“**Additional Scope Component 2**” means the additional scope for the Project described in ITP Section 1.5.1.

“**Additional Scope Component 3**” means the additional scope for the Project described in ITP Section 1.5.1.

“**Additional Scope Component 4**” means the additional scope for the Project described in ITP Section 1.5.1.

“**Additional Scope Components**” means, collectively, Additional Scope Components 1, 2, 3 and 4.

“**Additional Scope O&M Work**” means the additional scope for O&M Work related to Additional Scope Components 1 and 2 for the Project as described in ITP Section 1.5.1.

“**Additional Scope Price**” means the price and payment schedule required to be submitted in Forms M-2, M-2.1 through M-2.4 and M-3.1 through M-3.4.

“**Additional Scope Work**” means, for each Proposer, the design and construction work related to all of the Additional Scope Components not included in the Proposer’s Base Scope.

“**Adjusted Proposal Amount**” means the amount calculated pursuant to ITP Section 5.5.

“**Agreement**” or “**Development Agreement**” means the Development Agreement setting forth terms of a public-private partnership to develop, design, construct, finance, operate and maintain the Project, as further set forth in Volume II of the RFP.

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

“**Available Public Funds Amount**” has the meaning set forth in ITP Section 1.9.

“**ATC Adjustment**” means the costs identified by TxDOT in its ATC approval letters required to be set forth in Form M-4 for the Base Scope or Additional Scope Component, as applicable, and described in Exhibit C-1, Sections 3.1 and 3.3.

“**Base Scope**” means the total amount of scope submitted by each Proposer to be completed for the Available Public Funds Amount, including the Minimum Base Scope and any Additional Scope Components identified in Form M-1 submitted by the Proposer.

“**Base Scope Price**” means the price required to be submitted in Forms M-1 and M-1.1.

“**Benchmark Rate**” has the meaning given to it in ITP Section 5.11.2.

“**Commission**” means the Texas Transportation Commission.

“**Contract Documents**” means the documents described in Section 1.2 of the Agreement.

“**Developer**” has the meaning set forth in ITP Section 1.1.

“**Equity Member**” means (a) each entity with a direct equity interest in the Proposer (whether as a member, partner, joint venture member or otherwise), (b) each entity proposed to have a direct equity interest in Developer, and (c) each entity that will hold a 10% or greater indirect interest in the Proposer. 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.

“**EPDs**” has the meaning set forth in ITP Section 5.12.2(e).

“**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 5.10.

“**FHWA**” means the Federal Highway Administration.

“**Financial Proposal**” means the financial proposal submitted by a Proposer providing the information requested in Exhibit C of the ITP.

“**Guarantor**” means any party required to provide a guaranty as set forth in Exhibit C of the ITP and Section 8 of the Agreement.

“**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 3.2.4 of Exhibit B to the ITP.

“Key Subcontractors” 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 D.

“Lead Contractor” the member of the Proposer team, whether a single entity or joint venture, primarily responsible for the construction of the Project.

“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 providing and/or arranging Project finance; (d) primary responsibility for operations; (e) primary responsibility for maintenance; (f) a proposed subcontract with a value greater than or equal to \$10 million (excluding subcontracts with Suppliers) or (g) a guarantor of any of the foregoing (a) – (f).

“Major Professional Services Firm” has the meaning set forth in Section 3.2.2 of Exhibit B to the ITP.

“Minimum Base Scope” has the meaning set forth in ITP Section 1.5.1, and represents the minimum amount of scope that must be included in each Proposer’s Base Scope.

“O&M Additional Scope Price” means the price and payment schedule required to be submitted in Forms N-1 and N-2.

“O&M Base Scope Price” means the price and payment schedule required to be submitted in Forms N-3, N-4.1 and N-4.2.

“Post-Selection Deliverables” has the meaning set forth in ITP Section 5.14.

“PPP Project Steering Committee” has the meaning set forth in ITP Section 5.10.

“Pre-Proposal Submittal” has the meaning set forth in ITP Section 2.4.

“Price Proposal” means the price proposal submitted by a Proposer providing the information requested in Exhibit C-1 of the ITP.

“Project” means the SH 183 Managed Lanes Project, as described in Section 1.1.1 of the ITP.

“Project Development Plan” means the technical component of the Technical Proposal for the Agreement submitted by a Proposer providing the information requested in Exhibit B-1 of the ITP.

“Project Website” has the meaning set forth in the RFQ.

“Proposal” means the documents submitted by a Proposer in response to the RFP.

“Proposal Due Date” means the deadline for submission of the Proposals identified in ITP Section 1.6.

“Proposal Revisions” have the meaning set forth in ITP Section 5.8.

“Proposal Security” means the proposal bond as described in Section 4 of Exhibit C-1 to the ITP.

“Proposer” means the entity submitting a Proposal for the Project in response to this RFP.

“Qualifications Submittal” 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.

“Reference Information Documents” means the documents and information included in Volume III and described in ITP Section 1.2.

“Request for Proposals” or **“RFP”** means the set of documents identifying the Project and its 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, Contract Documents, and Reference Information Documents. The RFP is issued only to Proposers that have been shortlisted following RFQ review.

“Request for Qualifications” or **“RFQ”** means TxDOT’s Request for Qualifications issued on February 20, 2013, as amended.

“RFP Website” has the meaning set forth in ITP Section 2.2.

“Schedule Adjustment Amount” has the meaning set forth in ITP Section 5.5.1.

“Stakeholder” means parties that may have a stake in the Project by virtue of their location or funding, including the North Central Texas Council of Governments (“**NCTCOG**”), the County of Dallas, the County of Tarrant, the City of Dallas, the City of Irving, the City of Euless, NTTA, Dallas Area Rapid Transit, USDOT, USACE 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.

“Technical Proposal” means all of the documents, certifications and information required to be submitted pursuant to Exhibits B and B-1 to the ITP, including the Project Development Plan.

“USDOT” means the United States Department of Transportation.

Exhibit B

TECHNICAL PROPOSAL GENERAL INSTRUCTIONS

1.0 General Instructions

This Exhibit B describes the submission format for the Technical Proposal and outlines the required information that will comprise a Technical Proposal, which is to be based on the Base Scope and the Additional Scope Components. Specific requirements for the Project Development Plan are set forth in Exhibit B-1.

The Proposer shall submit the information required by this Exhibit B and Exhibit B-1 in the organization and format specified herein. The Technical Proposal shall be organized in the order set forth in Exhibit E, and shall be clearly indexed. Each component of the Technical Proposal shall be clearly titled and identified.

All forms named herein are found in Exhibit K 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.

Evidence of signature authority shall be provided for all individuals signing forms. Item B on page 6 of Form A identifies requirements regarding evidence of signature authorization for the Proposal Letter. Similar authorization shall be provided for all other signatories.

2.0 Format

The Technical Proposal shall be limited to an aggregate of 100 pages (if double-sided, 50 sheets), plus the executive summary, required forms, resumes and appendices containing graphs, matrices, schedules, drawings and other pertinent data.

Dividing sheets and tabs will not count toward the maximum page limit, provided they do not include any additional qualitative information about the Proposer.

3.0 Contents of the Technical Proposal

The required contents and organization of the Technical Proposal, including the Project Development Plan, are presented in this Exhibit B and Exhibit B-1 and summarized in the Proposal checklist provided in Exhibit E. Proposers are to provide all the information set out in this Exhibit B and Exhibit B-1. A copy of the checklist for the Technical Proposal shall be included in the Technical Proposal. The 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:

- (A) Executive Summary;

(B) Proposer Information, Certifications, and Documents (including required Forms A through E, G through J, O, P, Q and S);

(C) Project Development Plan; and

(D) Appendices.

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 the Proposer's Proposal and the Proposer's ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall not exceed six pages. The Executive Summary shall not include any information regarding pricing. It shall, at a minimum, include the following:

(A) An explanation of the organization and contents of the Proposal;

(B) A summary of any changes to the Proposer's QS;

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

(D) 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 relevant Key Personnel;

(E) A summary of the Project Development Plan, which is to be based on the Base Scope, addressing the following items:

- The Proposer's approach to addressing public information and communications for the Project;
- The Proposer's approach to addressing environmental sensitivity and safety;
- The Proposer's schematic and any innovative concepts and approved ATCs;
- The Proposer's approach to addressing ROW acquisitions;
- The Proposer's approach to addressing Utility Adjustments;
- The Proposer's approach for working with TxDOT and third parties, in conjunction with Proposer's development of the Master Development Plan, including the approach to resolving conflicts;
- The Proposer's Preliminary Project Baseline Schedule, phasing and sequencing, key milestones, anticipated milestones for development, design

and construction and, with respect to the O&M Limits, commencement of operations and maintenance;

- The Proposer's approach for delivering the design and construction components of the Project;
- The Proposer's approach to quality management of the Project throughout the duration of the Agreement;
- The Proposer's approach to construction sequencing, traffic management and mobility during construction; and
- The Proposer's approach to operations, maintenance, Renewal Work and Handback;

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

(G) A summary of the Conceptual Development Plan, Project Management Plan and a general description of their substantive contents.

3.2 Proposer Information, Certifications, and Documents

If a form required hereunder calls for execution or information concerning a Major Participant and that Major Participant is a consortium, partnership or joint venture, the form must be provided for both the consortium, partnership or joint venture entity, as well as the individual members of the consortium, partnership or joint venture; provided, however, that execution of the form, if required, on behalf of the consortium, partnership or joint venture need only be by an authorized signatory of the consortium, partnership or joint venture.

3.2.1 Proposal Letter and Additional Documentation

The Proposal shall include the Proposal Letter (Form A). The Proposer shall attach to the Proposal Letter the documents and information described on pages 5 and 6 of Form A and shall identify its authorized representative for all purposes relating to the Proposal, including the Proposer's rights and obligations under the RFP, negotiation of the Agreement, and receipt of any documents returned to the Proposer, including the Proposal Security. If Proposer is a consortium, partnership or any other form of joint venture, then the Equity Members of Proposer may each execute a single document authorizing a nominated and identified representative to execute documents on each of their behalf in respect of the Proposer.

3.2.2 Information About the Proposer, Major Participants, and Other Subcontractors

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

The Proposal shall include completed Form B-2 providing information about the 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 that do not fall into categories (a) through (g) of the definition of Major Participants); (ii) each firm that will provide engineering, architectural, surveying, planning, quality assurance and/or other professional services for development of the Project valued at \$2,000,000 or more (“**Major Professional Services Firms**”); and (iii) all other subcontractors identified by the Proposer as of the Proposal Due Date. The 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 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 pages 5 and 6 of Form A for the Proposer, Developer and Equity Members, as well as other documentation required by Form B-2.

If Proposer is a consortium, partnership or any other form of joint venture, the Proposal shall contain an executed teaming agreement or, if the entities making up the Proposer have not yet executed a teaming agreement, draft teaming agreements or heads of terms for such teaming agreement shall be submitted with the Proposal

The Proposal shall include copies of all executed Subcontracts with Subcontractors identified in the Proposal, or if such Subcontracts have not yet been executed, draft Subcontracts or a heads of terms for such Subcontracts shall be submitted with the Proposal.

If the Developer is to be a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the Proposal shall contain a letter signed by each Equity Member and any other member who will make up the Developer indicating they will accept joint and several liability for the Developer’s obligations under the Agreement. If the Developer is not a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, such a letter shall not be required.

3.2.3 Responsible Proposer Questionnaire

The Proposal shall include Form C, the “Responsible Proposer Questionnaire,” signed by the Proposer, each Major Participant and any other team member identified in the Proposal. As noted on the form, it may be provided by the Proposer on its own behalf and on behalf of Developer and Equity Members, or it may be provided by the Proposer on its own behalf and the individual Equity Members on their own behalf. The form executed by the 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 Member and the Proposal shall include evidence of signature authorization for such individual.

3.2.4 Key Personnel

3.2.4.1 Designation of Key Personnel Prior to Proposal Due Date

Each Proposer shall submit 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 3.2.4.2 in accordance with ITP Section 2.14. Proposer may not make any changes in its Key Personnel after receipt of TxDOT approval as specified in ITP Section 2.14, except as provided in the Contract Documents. The Proposal may not include any Key Personnel previously disapproved by TxDOT in writing, except as provided in ITP Section 2.14. Any Key Personnel that are required to be a registered Professional Engineer in the State of Texas and are not a registered Professional Engineer in the State of Texas as of the Effective Date shall have become a registered Professional Engineer in the State of Texas no later than 90 days after the Effective Date for all Key Personnel except the O&M Project Manager, for which this requirement shall be satisfied no later than 60 days prior to the Substantial Completion Date.

3.2.4.2 Information Regarding Key Personnel for Agreement in Proposal

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 ITP Section 2.14 for each designated Key Personnel position. Refer to the Contract Documents 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.

- (1) D&C Project Manager. See definition of "D&C Project Manager" in Exhibit 1 to the Agreement for a description of the D&C Project Manager's general responsibilities.
- (2) O&M Project Manager. See definition of "O&M Project Manager" in Exhibit 1 to the Agreement for a description of the O&M Project Manager's general responsibilities. The O&M Project Manager shall be a registered Professional Engineer in the State of Texas at the time required in Section 3.2.4.1.
- (3) Superintendent. See definition of "Superintendent" in Exhibit 1 to the Agreement for a description of the Superintendent's general responsibilities.
- (4) Lead Quality Manager. See definition of "Lead Quality Manager" in Exhibit 1 to the Agreement for a description of the Lead Quality Manager's general responsibilities.

The Lead Quality Manager shall be a registered Professional Engineer in the State of Texas at the time required in Section 3.2.4.1.

- (5) Environmental Compliance Manager. See definition of “Environmental Compliance Manager” in Exhibit 1 to the Agreement for a description of the Environmental Compliance Manager’s general responsibilities.
- (6) Design Manager. See definition of “Design Manager” in Exhibit 1 to the Agreement for a description of the Design Manager’s general responsibilities. The Design Manager shall be a registered Professional Engineer in the State of Texas at the time required in Section 3.2.4.1.
- (7) Lead Roadway Design Engineer. See definition of “Lead Roadway Design Engineer” in Exhibit 1 to the Agreement for a description of the Lead Roadway Design Engineer’s general responsibilities. The Lead Roadway Design Engineer shall be a registered Professional Engineer in the State of Texas at the time required in Section 3.2.4.1.
- (8) Lead Bridge Design Engineer. See definition of “Lead Bridge Design Engineer” in Exhibit 1 to the Agreement for a description of the Lead Bridge Design Engineer’s general responsibilities. The Lead Bridge Design Engineer shall be a registered Professional Engineer in the State of Texas at the time required in Section 3.2.4.1.
- (9) Professional Services Quality Control Manager. See definition of “Professional Services Quality Control Manager” in Exhibit 1 to the Agreement for a description of the Professional Services Quality Control Manager’s general responsibilities. The Professional Services Quality Control Manager shall be a registered Professional Engineer in the State of Texas at the time required in Section 3.2.4.1.
- (10) Maintenance Manager. See definitions of “Maintenance Manager” in Exhibit 1 to the Agreement for descriptions of the Maintenance Manager’s general responsibilities under each agreement.
- (11) Maintenance QC Manager. See definitions of “Maintenance QC Manager” in Exhibit 1 to the 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.
- (12) Public Information Coordinator. See definition of “Public Information Coordinator” in Exhibit 1 to the 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.

- (13) Right of Way Acquisition Manager. See definition of “Right of Way Acquisition Manager” in Exhibit 1 to the 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 at the time required in Section 3.2.4.1.
- (14) Utility Manager. See definition of “Utility Manager” in Exhibit 1 to the Agreement for a description of the Right of Way Acquisition 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.
- (15) D&C Safety Manager. See definition of “D&C Safety Manager” in Exhibit 1 to the Agreement for a description of the D&C Safety Manager’s general responsibilities. See Section 2.3 of the Technical Provisions for the minimum qualification requirements of the D&C Safety Manager. The D&C Safety Manager shall report directly to the D&C Project Manager and have the authority to stop Work.
- (16) O&M Safety Manager. See definition of “O&M Safety Manager” in Exhibit 1 to the Agreement for a description of the O&M Safety Manager’s general responsibilities. See Section 2.3 of the Technical Provisions for the minimum qualification requirements of the O&M Safety Manager. The O&M Safety Manager shall report directly to the O&M Project Manager and have the authority to stop Work.

3.2.5 Letter 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 ITP Section 2.14 approving the Key Personnel. If the Proposer’s organization has changed since submission of the QS, the Proposer shall specifically describe such changes and, if applicable, include a copy of TxDOT’s approval letter provided under ITP Section 2.12.

3.2.6 Certification Regarding Buy America

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

3.2.7 DBE Requirements

The Proposal shall include a Certification of DBE Goal Attainment or Good Faith Efforts (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.

3.2.8 Child Support Statement for State Grants, Loans and Contracts

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

3.2.9 Organizational Conflict of Interest Disclosure

Attention is directed to Section 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.

3.2.10 Certification Regarding NTTA Communications

The Proposal shall include Form O, certifying that from September 3, 2013 through the Proposal Due Date, the Proposer has not had any communications with the NTTA regarding the Project, including the procurement and services potentially to be provided by NTTA, except as expressly authorized under Section 2.2.3 of the ITP.

3.2.11 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 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.

3.2.13 Key Subcontractors

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

3.2.14 Guarantor Letter

The Proposal shall include (if a guaranty is required): (a) an irrevocable letter signed by the guarantor in the form of Form Q committing to provide a guaranty in the form of Exhibit 13 of

the Agreement; (b) evidence of authorization of the signatory to that letter; (c) Form B-1 for each guarantor; (d) financial information described in Section 2.0 of Exhibit C; and (e) such other information concerning the guarantor as TxDOT may request.

A guaranty of Developer's obligations during the D&C Period and for the D&C Work under the Agreement (the "D&C Guaranty") is required under the following circumstances: (i) if Proposer identified a guarantor in its QS; (ii) Developer's organization is a newly formed corporation or a limited liability entity; (iii) the Tangible Net Worth of Developer 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 discretion, to require a guarantor as a condition to approving such change under ITP Section 2.12. The D&C Guaranty must guarantee obligations with respect to the O&M Work solely until the O&M Security and, as applicable, the O&M Guaranty have been provided by Developer as required in accordance with Section 8.2 and Section 8.5 of the Agreement.

If one or more guaranty is required, the combined Tangible Net Worth of the guarantors and Developer 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.

3.2.15 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 J. 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.

Exhibit B-1

PROJECT DEVELOPMENT PLAN INSTRUCTIONS

1.0 Project Development Plan

Proposer shall present a Project Development Plan, which shall be based on the Base Scope and shall consist of four components:

- General Project Management (Section 1.1),
- Operations and Maintenance Management and Technical Solutions (Section 1.2),
- Design-Build Management and Technical Solutions (Section 1.3), and
- Quality Program (Section 1.4).

The Project Development Plan shall describe the project management philosophy, the plan and schedule for executing the project and any related contract administration, and how Proposer plans to achieve and satisfy the project requirements.

1.1 General Project Management

The General Project Management Plan shall set out Proposer's organizational structure and management approach to coordination of all project activities including design, construction, operations, maintenance (routine and capital), quality, handback, documentation, scheduling, testing and auditing/reporting for the project, risk analysis and mitigation, and community outreach. Information presented shall apply to the Base Scope and the Additional Scope Components. The General Project Management Plan approach shall address the information requested in Sections 1.1.1 through 1.1.3.

1.1.1 Safety, Schedule, Cost Control, and Risk Management

1.1.1.1 Safety and Health Plan

The Project Management Plan shall provide a description of Proposer's Project-specific preliminary safety and health plan for ensuring safety throughout the entire Term (including the Construction Period and O&M Period), meeting the requirements set forth in the Technical Provisions and including at least the following:

- a. A description of the role and responsibilities of the D&C Safety Manager and the O&M Safety Manager and safety staff, the hierarchical relationship between each of the D&C Safety Manager and the O&M Safety Manager and other managers, supervisors and employees, and how responsibility and accountability for safety will be incorporated at all levels.
- b. A description of Proposer's approach to identifying, developing and providing relevant training for employees and supervisors.

- c. A description of Proposer’s approach to safety procedures, including incident response plans and systems for reporting and responding to hazardous conditions, and how such procedures will ensure the safety and health of personnel involved in the Project and the general public affected by the Project.
- d. The procedures Proposer will use to immediately notify TxDOT of all incidents arising out of the performance of the Work, and Proposer’s approach to communication and coordination of incident response and emergency management with TxDOT and other involved agencies.
- e. A description of how Proposer’s approach to safety will account for the unique attributes of this Project, including but not limited to, the urban environment, the heavy traffic conditions and the size and scope of the Project.
- f. A description of Proposer’s safety goals and its approach to evaluating the effectiveness of policies and measuring success in meeting the goals.

1.1.1.2 Schedule

The General Project Management approach shall describe the proposed Project schedule methodology and include at least the following:

- a. A description of the approach used for preparing, controlling and updating the Project Schedule, for calculating progress performance on a monthly basis and preparing Payment Requests on a quarterly basis;
- b. A description of all major work activities or milestones to the WBS Level set forth in Table 2-3 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 cost loading required by the cited sections shall be included in the Technical Proposal except for utility relocations. For purpose of the proposal, Proposers may add additional activities to the levels in Attachment 2-2 of the Technical Provisions, but such additions will require TxDOT’s written approval to include in the detailed WBS after execution of the Agreement;
- c. A description of the approach used for preparing and updating the Schedule of Values;
- d. A description of the approach to integrate subcontract activities into the Proposer’s scheduling and reporting system;
- e. A description of the approach to managing resources and activities, both its own and subcontractors, in order to achieve Project Schedules, and if necessary to recover schedule slippage; and
- f. A Preliminary Project Baseline Schedule (PBS-1) and narrative for all portions of the Project based on the Base Scope (the “Preliminary Project Baseline

Schedule”). The Preliminary Project Baseline Schedule shall be a high level Critical Path Method schedule representing the Proposer’s plan for completing the Work between NTP1 and Final Acceptance. The Preliminary Project Baseline Schedule shall be the foundation for the Project Baseline Schedule. The Preliminary Project Baseline Schedule shall show achievement of Substantial Completion of the project no later than 1540 days from NTP1. Proposer shall indicate the number of calendar days from NTP1 and its proposed substantial completion date for the Project on Form M-1. 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.

- g. This section shall include:
 - i. A narrative which describes the proposed execution of the Work for the term of the Agreement.
 - ii. Schedule activities representing all Design and Construction Work during the DB phase at least meeting the WBS level requirements defined in section (b) above except as may be amended by the Proposer per Section 1.1.2.1.b.
 - iii. Schedule activities representing all O&M Work during O&M phase at least meeting the WBS level requirements defined in section (b) above except as may be amended by the Proposer per Section 1.1.2.1.b.
- h. A Preliminary Renewal Work Schedule. The schedule shall show the Proposer’s approach to scheduling the renewal work to indicate the timing of period maintenance activities, rehabilitation activities and other renewal work, and planned upgrades from Final Acceptance until the end of the Term of the Agreement.

1.1.1.3 Cost Control

The General Project Management approach shall describe Proposer’s document, cost control and schedule management system to be used to control, review and coordinate the cost and schedule of the Work including Additional Scope Work during the term of the Agreement, including during design, construction, installation, operations and maintenance.

1.1.1.4 Risk Management

The General Project Management approach shall describe the approach to identify, assess, manage, mitigate and allocate Project-specific risks. The Proposal shall include at a minimum:

- a. Identify significant risk categories, such as capacity, planning, design, construction completion, operations, maintenance, demand, inflation, financing, legislative policy, technology and residual value;

- b. Describe the potential consequences of the identified risks;
- c. Describe the probability of identified risks;
- d. Propose procedures and tools to conduct a risk sensitivity analysis; and
- e. Provide a proposed or desirable allocation of risks among Proposer and its team members.

1.1.2 Management Structure, Personnel, and Internal Organizational Systems

1.1.2.1 Management Structure and Personnel

The General Project Management approach shall describe the proposed overall project management organization, identifying participating firms/organizations and individuals. It shall include:

- a. An organization chart outlining the structure of Proposer’s project management organization (including the design, construction, operations, maintenance, safety and quality sub-organizations) and a description of the roles allocated, responsibilities, interrelation and Work to be accomplished by each member of the management team and each sub-organization, including identified subcontractors and suppliers (at all tiers);
- b. 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 he/she will devote to the project;
- c. Qualifications and experience required for task managers in each sub-organization reporting to the Key Personnel; and
- d. Information regarding the current and projected workload and backlog of Proposer team (including all Major Participants), and a description of Proposer’s plan and overall ability to provide the experienced personnel, equipment and facilities required to successfully complete all aspects of the Project on a timely basis and within any applicable time frames set forth in the Agreement and/or the Technical Provisions.

1.1.2.2 Internal Organization Systems

The General Project Management approach shall describe the organizational systems to be used by the Proposer, and shall include:

- a. A detailed description of how the Proposer’s team members will work together to provide a unified design, construction, operations, maintenance and quality approach to all elements of the Work and Additional Scope Work;

- b. A description of the Proposer’s team decision-making process, how internal disputes between team members will be resolved, and how the Proposer will avoid adverse impacts to the Project (cost, schedule or quality) in the event of such disputes;
- c. A description of the methods to be used to establish lines of communication and documentation within the Proposer’s team, including communication among the sub-organizations and management personnel;
- d. A description of how the quality process will be structured for the Project, and how the quality process will function independently of design, construction, operations and maintenance; and
- e. A description of how the Proposer intends to interface with TxDOT, its consultants, applicable third parties and relevant federal, State and local agencies on all matters including planned transportation and utility infrastructure in the project area.

1.1.3 Environmental Management, Public Information & Communications Management and Job Training

The General Project Management approach shall describe the management approach to environmental compliance and permitting, public information and communications management and job training.

1.1.3.1 Environmental Management

The environmental management component of the General Project Management approach shall include:

1. Describe applicable qualifications and experience of the Environmental Compliance Manager and the Environmental Team described in the Technical Provisions;
2. Describe the approach to develop the component parts of the Comprehensive Environmental Protection Program described in the Technical Provisions;
3. Identify applicable laws, rules and regulations and describe the approach to meeting these requirements;
4. Identify the environmental commitments, permits, mitigation, potential reevaluations and documentation necessary to complete the Project;
5. Describe Proposer’s methods to develop Environmental Permit, Issues and Commitment (EPIC) sheets and ensure those permits, issues and commitments are integrated into design, construction, operations and maintenance; and

6. Identify potential environmental risk and describe the approach to mitigate, eliminate or reduce those risks.

1.1.3.2 Public Information and Communications Management

The public information and communications component of the General Project Management approach shall include:

1. Qualifications and experience of proposed staff members who will be engaged for purposes of public information and community outreach; and
2. A preliminary Public Information and Communications Plan (PICP) which presents the approach to addressing all items of the PICP as referred to in the Technical Provisions.

1.1.3.3 Job Training

The General Project Management approach shall also include:

1. A description of Proposer's concept to utilize and train DBEs, including:
 - a. A description of standard subcontracting methods to effectively manage subcontractor performance as they relate to the Technical Provisions;
 - b. An outline of areas of work where DBEs may be utilized; and
 - c. 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.
2. A description of the Proposer's approach to DBEs and other small businesses, including:
 - a. Eligibility criteria for participation in the program;
 - b. Program goals for DBE and other small business partnership on Public Private Partnerships, design, construction, operations and maintenance;
 - c. A program for educational workshops, including the following:
 - i. A description of targeted technical disciplines;
 - ii. Identification of specific audiences;
 - iii. Development of a short-term plan;
 - iv. Development of a long-term plan;
 - v. Identification of workshop administrative procedures; and

- vi. Identification of frequency of the workshops;
 - d. Educational workshops for bonding and insurance requirements;
 - e. Procedures and methodologies for dividing work into economically feasible units to encourage small business participation; and
 - f. Criteria for evaluating effectiveness of the small business program.
3. A description of Proposer's individual job training programs to be utilized to educate and train women and minorities (including Blacks, Hispanics, American Indians/Alaskan Natives and Asians/Pacific Islanders) in efforts to increase the participation by such individuals in the "critical crafts" designated annually by TxDOT. The program 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.
4. A plan to comply with on the job training for Design-Build and Comprehensive Development Agreements as defined in Exhibit 1 of the Development Agreement.
5. All other major training program(s) to ensure that continuous improvement practices are being implemented.

The Proposer's Job Training Plan and Small Business Opportunity Plan shall be incorporated into the Contract Documents as Exhibit 8 following award of the Agreement, and shall be subject to TxDOT review, comment and approval.

1.2 Operations and Maintenance Management and Technical Solutions

Operations and Maintenance Management and Technical Solutions shall present the Proposer's approach to Operations and Maintenance Management and the Proposer's Operations and Maintenance Technical Solutions as required in Sections 1.2.1 and 1.2.2.

1.2.1 Operations and Maintenance Management

The Operations and Maintenance Management approach shall provide a description of the proposed approach to operating and maintaining the Project, including at least the following:

- (a) The approach to providing safe and efficient responses to maintenance needs of the Project, the adjacent communities and the traveling public.
- (b) A preliminary Operations Management Plan, which presents the Proposer's approach to meeting the Project's operations obligations as described in the Technical Provisions, and a description of the procedures to be established for monitoring the condition and operational performance of the Project.

- (c) A preliminary Maintenance Management Plan, which presents the Proposer’s approach to meeting the Project’s maintenance obligations as described in the Technical Provisions, and the approach to processes and procedures for the maintenance of the Project over the Term of the Agreement. This preliminary Plan shall include: (i) a description of the Work to be performed, (ii) a schedule of the Work to be performed, (iii) the quantity of Work to be performed, and (iv) the value of the Work to be performed. This preliminary Maintenance Management Plan shall be consistent with the schedule and related payments for such Work submitted in Forms N-2.2 through N-2.4 and Forms N-4.3 through N-4.8 for Additional Scope Components 1 and 2 to the extent such components are not included the Base Scope. This preliminary Plan shall be attached to the Agreement as a Proposal Commitment.
- (d) The approach to operations and maintenance prior to and following Substantial Completion, and specifically during transition from the beginning of the O&M Period.
- (e) The approach to the maintenance of existing assets during the Construction Period.
- (f) A description of the self-monitoring processes, including a list of procedures that will be used to monitor compliance with minimum performance criteria.
- (g) A description of the method of tracking and reporting Noncompliance Points during the O&M Period.

1.2.2 Operations and Maintenance Technical Solutions

The Operations and Maintenance Technical Solutions shall include information identified herein relevant to the Proposer’s approach to roadway operations, routine maintenance and renewal work as set forth in Sections 1.2.2.1 through 1.2.2.3.

1.2.2.1 Operations and Maintenance Technical Solutions - Roadway Operations

The Proposal shall describe how the daily roadway operations functions will be handled including:

- a. The approach for detecting and safely and efficiently responding to emergencies, hazardous weather, breakdowns, accidents and incidents;
- b. The approach for liaising and handling emergency services;
- c. The approach to traffic management and operation of ITS systems;
- d. A description of the approach to accident analysis and implementation of improvements to user safety; and

- e. The approach to police and emergency service access to the roadway, communications with police and emergency services.

1.2.2.2 Operations and Maintenance Technical Solutions - Routine Maintenance

For routine maintenance, the following maintenance items shall be addressed, including:

- a. A description of the approach used for life cycle cost analysis over the duration of the Agreement, including how material durability will be determined and price variation (i.e. future energy costs, future labor costs, etc.) will be assessed;
- b. Details and locations of maintenance yard(s) and facilities;
- c. A preliminary list of specialized maintenance equipment proposed for use throughout the life of the Project;
- d. A description of the approach to supply and management of maintenance spare parts;
- e. The approach to general sweeping, cleaning and removal of debris, abandoned vehicles and graffiti;
- f. The approach to traffic management and safety of project personnel and the traveling public while maintenance work is ongoing;
- g. The approach to inspection and testing of Project items, and the identification, classification and rectification of defects and inspection failures; and
- h. A description of the system to be used for maintaining accurate as-built records, and records of inspections and maintenance activities.

1.2.2.3 Operations and Maintenance Technical Solutions - Renewal Work

The Proposal shall describe the approach to Renewal Work, including the processes that will be employed for developing a rolling program of major maintenance including pavement and other repairs and/or replacements. The information shall describe the approach to programming of works and costing and ensuring that Handback Requirements will be met.

1.3 Design-Build Management and Technical Solutions.

Design-Build Management and Technical Solutions shall present Proposer's approach to Design-Build Management, Design-Build Quality Management, and Proposer's Design-Build Technical Solutions as required in Section 1.3.1 and Section 1.3.2.

1.3.1 Design-Build Management

The Design-Build Management approach shall provide a description of Proposer's approach for performing design and construction on the Project, including at minimum the following:

1. A description of the management approach for development and coordination of design, including integrating related issues such as right of way, survey, environmental permitting, utilities and community relations;
2. A description of the proposed approach for delivering the design for the Project, including where the designers will be located and how designs developed by different firms and offices will be integrated and coordinated to ensure consistency and quality;
3. A description of the management approach for construction, including how design will be integrated with construction, how the Work will be divided and controlled, how Proposer will manage staged construction and how Proposer will simultaneously manage construction with ongoing operation and maintenance activities.

1.3.2 Design-Build Technical Solutions

The Design-Build Technical Solutions shall include information identified herein relevant to the Proposer's schematic and proposed approach to construction sequencing and traffic management, drainage and utilities, subsurface elements, roadways, bridges and surface structures, managed lane tolling system, Intelligent Transportation Systems (ITS), signing, delineation, pavement markings, signalization and lighting, building and enclosed facilities and aesthetics that meet the requirements set forth in Sections 1.3.2.1 through 1.3.2.4.

1.3.2.1 Design-Build Technical Solutions - Traffic Control / Traffic Management Plan

The Proposal shall include a description of the construction staging and traffic control and sequencing proposed to accommodate traffic during the construction of the Project. The construction traffic control shall include the following:

- a. The overall traffic management and control and sequencing approach, including overall plan for safety of personnel and the traveling public;
- b. Conceptual construction staging diagrams including proposed treatment of ramps and staging of major drainage trunk line(s) while maximizing number of available lanes and minimizing number of traffic control configurations;
- c. A narrative description of how the Proposer intends to schedule and sequence the construction to maintain traffic flow, including a description of how business and residential accesses will be provided;
- d. A narrative description of how the Proposer's approach to traffic control/traffic management will minimize impacts on the environment, communities and traveling public while still providing acceptable construction performance;

- e. A description of the intended laydown, recycling, staging, disposal and maintenance locations to be used during construction; and
- f. 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.

1.3.2.2 Design-Build Technical Solutions - Design and Construction Plan Bridges and Surface Structures

The Proposal shall provide a description of the bridges and surface structures (representative retaining and noise walls) for the Project. The information shall include at least the following:

- a. A description of the Proposer’s approach to widening and rehabilitation work, including the selection of materials that will meet the requirements of the Technical Provisions, including the Handback Requirements at the end of the Term.
- b. The Proposer’s schematic depicting bridges, retaining walls and other surface structure types and locations.
 - i. Shall include sufficient detail to indicate bridge locations and limits, bridge types, foundation types, controlling vertical clearances and typical span arrangements;
 - ii. Shall include preliminary wall types, proposed locations and limits for retaining and noise walls.
- c. A description of how the Proposer’s plan for structures including type and materials will minimize future maintenance costs.
- d. A narrative describing how Proposer’s structures plan will minimize negative impacts to existing structures and roadway elements.
- e. A description of how the Proposers structural plan will maximize the scope of this project while minimizing any demolition and reconstruction and therefore costs needed to accommodate future improvements.

1.3.2.3 Design-Build Technical Solutions - Design and Construction Plan Roadways

The Proposer shall submit a preliminary roadway schematic for the Base Scope and for any of the Additional Scope Components not included in the Base Scope. The Proposer’s schematic shall be presented in English units on 18-inch wide by no longer than 120-inch long scroll plots at a scale of 1 inch = 200 feet and shall clearly identify the Work to be completed. The Proposer must specifically state whether any approved ATCs are included, with reference to the ATC identification number assigned by TxDOT, and shall describe how the ATC is used and provide cross-references to other elements of the Proposal that are affected by the ATC. Each Proposer

shall also identify characteristics of its Proposal and schematic that vary from TxDOT's Schematic (provided in the Reference Information Documents) or that exceed project requirements. Further, the Proposer may provide supporting documentation for the change outlining the overall benefits to the Project. Changes in alignments or other elements proposed by the Proposer's schematic to the extent they will require an evaluation for compliance with the NEPA Approvals and possibly re-evaluations and delays associated with such re-evaluations will be at the Proposer's risk.

- a. Roadway concepts shall include:
 - i. The Proposer's approach to design of managed lanes, general purpose lanes and other roadway improvements, including details of the proposed design method, material types, roadway classifications, traffic loading and design life considerations; and
 - ii. A description of all existing roadways and structures to be closed, demolished, left as is or incorporated into the Project.
- b. Proposer's schematic shall be for the Base Scope and for any of the Additional Scope Components not included in the Base Scope.
- c. Proposer's schematic shall include:
 - i. General project roadway information including Project limits, design speeds, functional classification(s) and minimum design values met for the Elements included in the Minimum Base Scope and Additional Scope Components;
 - ii. Concept drawings and description of the Minimum Base Scope and Additional Scope Components described in the Technical Provisions;
 - iii. Horizontal alignments including PI station/location, degree of curve, radius, length of curve, PC and PT (graphical location) and bearings. Horizontal alignments shall include transitions from permanent Project improvements to tie into the existing roadways;
 - iv. Planimetrics including curbs and barriers, driveways, edge of pavement, and surface roadways' edge of shoulders;
 - v. Directional arrows indicating the number of lanes;
 - vi. Proposed right-of-way (ROW) limits and control of access limits;
 - vii. Existing/natural ground and project profiles including vertical clearance, grades, VPI station, vertical curve length and K-values;
 - viii. Typical sections including existing ground, pavement cross slope, super elevation, lane and shoulder widths, and slope ratio for fills and cuts; and

- ix. The location and text of the general purpose and managed lanes guide signs.

The Proposer shall provide a narrative describing how the proposed roadway plan:

- i. Maximizes the scope of the Project; and
- ii. Minimizes the demolition and reconstruction and therefore cost of roadway elements required to accommodate future improvements.

1.3.2.4 Design-Build Technical Solutions - Other Technical Components

(A) Drainage

The Proposal shall provide a description of the drainage for the Project. The information shall include at least the following:

- i. A description of the overall surface water collection system identifying the proposed location of major drainage trunk lines and outfall locations to accommodate the Project and ultimate configurations;
- ii. Exhibit drawings (scale: 1 inch = 200 feet) of the Proposer's design for conveying runoff through the facility to the discharge points; and
- iii. Exhibit drawing(s) defining the approximate limits of temporary construction easements and drainage easements necessary for completion of the Project drainage work.

(B) Subsurface Elements

Information shall be provided pertaining to all subsurface facilities, and for all disciplines associated with the subsurface Project components. The information shall include at least the following:

- i. A list of the Technical Documents proposed for design, design criteria, assumptions and approach to be implemented for all Project subsurface components, systems, elements and configurations.
- ii. The approach to addressing geotechnical related issues for the Project, including the presence of swelling soil and rock, and identification of the scope and objectives of future investigations, if applicable.

(C) ITS Systems

The Proposal shall include a preliminary ITS Plan, including a description of the Intelligent Transportation Systems for the Project. The information shall include at least the following:

- i. A schematic plan and layout showing the locations of ITS equipment, including cameras, DMS signs and traffic monitoring stations.
- ii. A description of how the system will be monitored and connected to area traffic management centers to maintain interoperability for monitoring and control of subsystems.
- iii. A description of the approach to coordinating information with TxDOT and other ITS systems in the region and for the incorporation into the North Texas Regional ITS Architecture.

(D) Signing, Delineation, Pavement Markings, Signalization and Lighting

The Proposal shall provide a description of the signing, delineation, pavement markings, signalization and lighting for the Project. The information shall include at least the following:

- i. A preliminary operational guide signing schematic formatted for TxDOT approval.
- ii. A general description of the approach for striping, signalization and lighting of the facility.

(E) Aesthetic Design

The Proposal shall provide the following related to the aesthetic design for the Project:

- i. A preliminary Aesthetic and Landscape Plan including a description and concept drawings of additional aesthetics items proposed to be completed as a portion of the Proposer's work.
- ii. A description of how the Proposer plans to work with TxDOT to enhance the design and aesthetic details.

(F) Right-of-Way Acquisition

The proposal shall provide a description of its approach to performing right-of-way services for the Project. The information shall include at least the following:

- i. The approach describing how the acquisition of right-of-way and any necessary relocation services will be managed by Proposer in conjunction with TxDOT, local officials and the Office of the Attorney General. The approach must also describe how acquisition of right of way will be incorporated into the Project schedule to avoid delays.
- ii. A description of the quality control methods that Proposer will employ to assure that all property owners' rights under the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, are being satisfied,

including, without limitation, the safeguards and policies the Proposer will implement to ensure that no coercive actions, as described in 49 CFR 24.102(h), will result from advancing a portion of right of way to the construction stage or any other actions that may be undertaken that could adversely affect the right-of-way acquisition process.

- iii. A description of the acquisition and relocation process that will maintain the Project schedule but be sensitive to the needs and concerns of property owners, lessees, licensees and other occupants.

(G) Utility Adjustments

The proposal shall provide a description of the utilities related to the Project. Any utility work related to the Project shall be subject to the FHWA Buy America requirements at 23 U.S.C. § 313 and 23 C.F.R. § 635.410. The information shall include at least the following:

- i. Proposer’s approach to identifying, verifying and documenting the presence and locations of subsurface utilities that may impact or be impacted by the Work.
- ii. The intended means of communication and planning of construction to keep Utility Owners informed of the construction schedule, the means of construction and changes that may affect their facilities.
- iii. Proposer’s approach to adjusting utilities in their ultimate locations due to the intended improvements identified in the Base Scope.

1.4 Quality Program

1.4.1 Design-Build Quality Management

The Design-Build Quality Management approach shall describe the Proposer’s quality approach to design and construction for the Project. At the Proposer’s discretion, the Proposer may submit draft version of the Quality Management Plan or may submit an approach narrative including at least the following:

1.4.1.1 For the design quality component associated with the Quality Management Plan, a description of the design deliverable process, a description of the internal process for design reviews, a description of quality assurance and quality control functions. The design quality component shall also present Proposer’s approach to reporting relationships and responsibilities, including TxDOT oversight procedures to be implemented; conformance with federal oversight requirements; how design quality management will be documented; and how changes will be made to correct design deficiencies; and

1.4.1.2 For the construction quality component associated with the Quality Management Plan, a description of the approach to acceptance testing and inspection, and how construction deficiencies and non-compliance issues will be documented and corrected. The construction component of the preliminary Quality Management Plan shall also describe

how the program will integrate with the design activities, including TxDOT oversight and all quality-related activities and conformance with federal oversight requirements.

1.4.2 Operations and Maintenance Quality Management

The Operations and Maintenance Quality Management approach shall describe the Proposer's quality program approach to operations and maintenance for the Project, including at least the following:

1.4.2.1 For the O&M quality component associated with the Quality Management Plan, a description of the Proposer's approach to operations quality management, including a description of quality assurance and quality control functions, and Proposer's approach to reporting relationships and responsibilities, including TxDOT oversight procedures. The approach shall also include a description of the internal process for preparing and reviewing incident reports, non-conformance reports, traffic reports and maintenance work reports, and how non-compliance issues will be documented and corrected, and a description of how the quality process will be integrated into maintenance inspections to effect changes, as necessary, in maintenance procedures and performance.

Exhibit C

FINANCIAL PROPOSAL INSTRUCTIONS

1.0 General Instructions

This Exhibit C describes the submission format for Financial Proposals and outlines the information required to be included in the Financial Proposal.

Each Proposer shall submit the information required by this Exhibit C 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.

All forms named herein are found in Exhibit K, 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 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 the sum of individual line amounts and stated totals, the individual line amounts will prevail.

1.2 Contents of Financial Proposal

All parts of the Proposal that indicate 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 and summarized in the Proposal checklist provided in Exhibit E. The Proposers are to provide all the information set out in this Exhibit C. A copy of the checklist for the Financial Proposal, provided in Exhibit E, shall be included in the Financial Proposal. The 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

The 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 the Proposer, all Equity Members, the Lead Contractor (if the Lead Contractor is a consortium, partnership or any other form of a joint venture, all such entities comprising Lead Contractor) and any Guarantors:

- Audited financial statements for the most recently completed fiscal year (in printed form and on CD or DVD) for all periods subsequent to those included in the QS, audited by a certified public accountant in accordance with U.S. generally accepted accounting principles (U.S. GAAP) or International Financial Reporting Standards (IFRS). If the required audited financials are not available, the Financial Proposal shall include unaudited financial statements certified as true, correct and accurate by the chief financial officer or treasurer of the applicable entity.
- In addition, interim unaudited financial statements (in printed form and on a CD or DVD) for the period since the most recent completed fiscal year or quarter for the entities listed above 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 (audited by a certified public accountant in accordance with GAAP or IFRS).
- (2) Financial statements must meet the following requirements:
 - (a) **GAAP/IFRS** – Financial statements must be prepared in accordance with U.S. GAAP or IFRS. If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant, discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP/IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.
 - (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, Balance Sheets and Footnotes 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 the Proposer, an Equity Member, the Lead Contractor or Guarantor, the Financial Proposal shall include unaudited financial statements for such entity, 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 than 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 Guarantor 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** – If financial statements of a parent company or affiliate company serving as a Guarantor are provided to demonstrate financial capability of the Proposer or Equity Members, or if one or more guarantees regarding Developer's obligations under the Agreement are required pursuant to ITP Exhibit B, Section 3.2.14, a letter from the Guarantor must be provided confirming unequivocally that it will guarantee all the obligations of the Proposer or Equity Members, as appropriate, with respect to the Project and the Contract Documents. 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.

If a Guarantor was identified for the Lead Contractor in the QS, the Proposer must provide a description of how that Guarantor will support the obligations of such lead entity, provide copies of all documents intended to provide that support (e.g., guaranties or letters of credit) and must provide a description of how such lead entity has equal access to the resources of the Guarantor necessary to perform the work required of any such lead entity under the Contract Documents.

- (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 reports shall be provided through a copy of their most recent annual report on Form 10-K. For all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K that has been filed since the latest filed 10-K.
- (d) **Credit Ratings** – Appropriate credit ratings must be supplied for each Proposer and each Equity Member, Lead Contractor 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 for each of the Proposer, Equity Members, Lead Contractor and any Guarantor, either (a) providing information on any material changes in financial condition since submission of the QS and those that are pending or (b) certifying that no such material changes have occurred. 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 that 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 that 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 10% of its workforce 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 that 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 in excess of \$25 million in the aggregate.
- (g) **Non-recourse financing** – A letter from the chief financial officer, treasurer or certified public accountant for each entity for which financial information is submitted, identifying the amount of non-recourse financing on the balance sheet.

The information required under this Section 2.0 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 Contractor). Financial statements shall be provided in electronic, searchable PDF or Microsoft Word format, in addition to “hard copy” submissions as part of the Financial Proposal.

3.0 Financial Model and Related Materials

The Proposers must identify their election whether to utilize the market interest rate adjustment by completing and submitting Part I of Form U. Any Proposer that elects to utilize the market interest rate adjustment to the D&C Price as set forth in Form U shall complete and submit Part II of Form U and shall submit a Financial Model consistent with Form U and compliant with the requirements set forth in this Exhibit C, Section 3.0.

3.1 General and Structural Requirements

The Financial Model, which generates the financial projections contained in the Financial Proposal, shall be an electronic file constructed in an MS Excel 2007 (or higher version) (English United States) compatible format and shall not require the use of external modules other than those provided by Microsoft. Proposers are encouraged to make the Preliminary Financial Model as user-friendly as possible. The Financial Model shall satisfy each of the following requirements:

- (a) No part of the Financial Model (cell, column, row, sheet, macro or otherwise) shall be separately hidden, locked or protected with a password.
- (b) The Financial Model shall contain no circular references and shall be coded to provide exactly what it is purported to represent, e.g., it should not have any balancing figures or input numbers. Use of macros is acceptable, provided they are visible (e.g., not password protected), well structured and appropriately documented in the model and the Assumptions and Instructions Book.
- (c) The Financial Model shall make use of the following three (3) types of worksheets:
 - (i) Input worksheets – which shall include data and assumptions to be hard-coded but not main calculations;
 - (ii) Calculation worksheets – which shall consist of the individual calculations that support each line of all outputs and reports. There shall be no duplication of calculations nor shall input cells be hard-coded in calculation sheets; and
 - (iii) Output worksheets (including Pro-Forma Tables and graphs worksheets) – which shall be used to display and generate model outputs. No input cells shall be hard coded in output sheets and no calculations, except for simple formulae such as sums and check totals, should be performed here.
- (d) A separate color coding scheme (e.g., blue font on yellow fill color) shall be consistently used for input cells. Other color coding can also be used, but should be fully explained in the model’s instruction worksheet (if used) and/or the model instruction book.
- (e) Each Financial Model shall use columns to denote time periods and rows to denote specific cash flow items. This shall be consistent in all sheets of such Financial Model. There are two areas where consistency is most important:
 - (i) Columns – a column shall be used for the same period in each of its occurrence in model worksheets; and

- (ii) Rows – with the exception of labels, or columns dedicated to totals or for use as a “row operator”, a row shall contain only one formula, copied across all applicable columns.

3.2 Assumptions and Instructions Book

Proposers shall submit an Assumptions and Instructions Book providing:

- (a) the logical layout and structure of the Financial Model, including the names of all worksheets and a description of the color coding and/or labeling scheme(s);
- (b) key financial assumptions, the sources which constitute the basis of such assumptions and/or arguments about the adopted options for the construction of the Financial Model and the execution of any related sensitivity analysis;
- (c) sufficient information and instruction regarding the operation of the Financial Model to ensure that TxDOT will be able to read, use and modify the data contained therein and to allow TxDOT to conduct a detailed sensitivity analysis; and
- (d) a detailed description of the function and intended use of all macros (and each macro must be logically structured and well documented, i.e., TxDOT encourages the use of liberal comments within the programming code).

3.3 Financial Structuring Assumptions

- (a) *Nominal Dollars:* All monetary figures will be expressed in inflated/year of expenditure Dollars.
- (b) *Compliance with RFP:* The financial plan and Financial Model must not contain inconsistencies with any provision included this RFP, including the Contract Documents.
- (c) *Interest Rates and Credit Spread Inputs:* The Financial Model shall be able to separately accommodate interest rates and credit spread inputs for each and every Benchmark Rate and term used in the financial plan (differentiating inputs for each Developer Debt facility, if applicable). The Financial Model must be able to accommodate, and be solved for, variations to the proposed interest rate term structure(s).
- (d) *Commercial Close, NTP 1 and Financial Close Date:* The Financial Model shall assume as the date for the Effective Date, NTP 1 and financial close for Developer Debt of October 10, 2014.
- (e) *Payment Dates for Deferred D&C Payment Certificates:* The payment dates for the Deferred D&C Payment Certificates shall be based on anniversaries of the

Scheduled Substantial Completion Date, as identified by the number of Proposed Schedule Days after commercial close specified in Form M-1.

3.4 Mandatory Financial Model Elements

3.4.1 Input Data Requirements

The Financial Model shall clearly indicate in one or more input worksheets all assumptions supporting the calculation of projections, including:

- (a) design and construction work expenditures, and spend curve
- (b) all financial metrics for debt and associated instruments (such as swaps), including base interest rates and credit spread assumptions for applicable maturities within each debt structure if not derived in the model, include indicative pricing for all hedging instruments.
- (c) Benchmark Rates used in the Financial Model shall be consistent with Form U; the Benchmark Rates recorded for purposes of the Proposal submission on the date set forth in Section 1.6 of the ITP shall be used to derive the expected spot rates on the date of financial close as specified in Section 3.3(d) above. These expected spot rates shall be the basis for pricing any hedging instruments, as applicable. The Financial Model should have the ability to calculate the updated D&C Price, after updating the Benchmark Rates at financial close (and any subsequent repricing of swap rate(s)) and based on the adjustments specified below.

3.4.2 Change in Financial Plan and Adjustment to the D&C Price.

Developer's Financial Model submitted in its Proposal must support updates required in accordance with Exhibit 29 of the Agreement.

3.4.3 Worksheets and Outputs

The Financial Model shall dedicate a separate output worksheet for each of the following:

- (a) Monthly Cash Flows showing:
 - (i) all sources of funds including the TxDOT funds and debt facilities
 - (ii) construction drawdown and;
 - (iii) debt accounts and related costs and fees
- (b) Debt facilities showing debt balances, drawdowns, monthly financing charges and principal repayments.
- (c) The Proposer shall include the following sensitivity analyses:

- (i) Parallel Interest Rate Increases (across the entire term structure(s)) of 25 and 50 basis points where the change in the D&C Price is applied to the first \$600 million of the D&C Price; and
- (ii) Parallel Interest Rate Decreases (across the entire term structure(s)) of 25 and 50 basis points where the change in the D&C Price is applied to the Deferred D&C Payments starting with the last payment first.

Exhibit C-1

PRICE PROPOSAL INSTRUCTIONS

1.0 General Instructions

This Exhibit C-1 describes the submission format for Price Proposals and outlines the information required to be included in the Price Proposal.

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-1 in the format specified herein, and shall organize the Price Proposal in the order listed in Exhibit E, and each component of thereof shall be clearly indexed.

All forms named herein are found in Exhibit K, 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-2, N-2.1, N-2.2 through N-2.4, N-3, and N-4.1 through N-4.8, shall be stated as nominal dollars. The U.S. Dollar amounts in Forms N-1, N-2, N-2.1 through N-2.4, N-3 and N-4.1 through N-4.8 shall be stated as 2014 dollars as of the 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 the sum of individual line amounts and stated 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-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 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 Forms F and R);

- (b) Price information (including Forms M-1, M-1.1, M-2, M-2.1 through M-2.4, M-3.1 through M-3.4, M-4, N-1, N-2, N-2.1 through N-2.4, N-3, and N-4.1 through N-4.8 (as applicable); and
- (c) Proposal Security (Form K).

2.0 Proposer Information, Certifications and Documents

2.1 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 Contract Documents, and is prepared to issue the D&C Performance Bond(s) and D&C Payment Bond(s) in the form and amount required by the 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 D&C Performance Bond(s) and D&C Payment Bond(s). The Price Proposal may include separate letters for one or more of the individual Equity Members or 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 Base Scope Price, ATC Adjustments and Cash Flow

Proposer shall submit a Base Scope Price using (1) Form M-1 to set forth the total price for the D&C Work required under the Agreement for the Proposer's Base Scope identified in Form M-1, and (2) Form M-1.1 to set forth an itemized breakdown of the Base Scope Price.

The Price Proposal shall include a completed Form M-4 setting forth any ATC Adjustment costs identified by TxDOT in its ATC approval letters that are incorporated into the Proposal for the Proposer's Base Scope.

The Price Proposal shall also include a completed Form M-1.2 setting forth the cash flow corresponding to the anticipated draw requests for the D&C Work under the Agreement. The draw requests shall be established by anticipated percentage completed on a monthly basis.

3.2 O&M Base Scope Price

Proposer shall submit its O&M Base Scope Price using Forms N-2 setting forth the aggregated annual lump sum price, in year 2014 dollars, for O&M Work for the years 1 through 25 of the O&M Period. Proposer shall also submit a completed Form N-1 setting forth Proposer's Adjusted Operations and Maintenance Value for the Base Scope as calculated in Form N-2.

Proposer shall also submit Forms N-2.1 through N-2.4 detailing for the Base Scope, the following:

(a) Using Forms N-2.1 and N-2.2, the proposed annual lump sum payments for the Routine O&M Work and the Renewal-Other Work; and

(b) Using Form N-2.3, the proposed pavement Renewal Work Schedule setting forth the proposed amount of pavement Renewal Work and the related annual and cumulative Pavement Payment for such pavement Renewal Work, subject to the following:

(i) Pavement Renewal Work shall be proposed at the earliest after year eight of the O&M Period;

(ii) For each year of the O&M Period, Proposer shall provide the amount of square yards of pavement to be renewed and the corresponding annual price for such pavement Renewal Work; and

(iii) The Pavement Payment will be made solely in accordance with the requirements set forth in Section 11.4.3 of the Agreement.

(c) Using Form N-2.4, the proposed Bridge Payment for each identified bridge to be maintained in accordance with Section 19 of the Technical Provisions, which amount shall be payable solely in accordance with Section 11.4.4 of the Agreement.

Proposer shall also include in each Forms N-2.1 through N-2.4 for the Base Scope, the detailed breakdown of the O&M Base Scope Price. Proposer may refer to the Contract Documents, and the Technical Provisions, for the services required for each of the major categories. Further, Proposer may refer to the Agreement for the adjustment procedures and index for annual adjustments in the price related to the O&M Work.

3.3 Additional Scope Price and ATC Adjustments

Proposer shall submit an Additional Scope Price using Form M-2 and Forms M-2.1 through M-2.4, as applicable, setting forth a separate price for each Additional Scope Component not included in its Base Scope. For each Additional Scope Component, Proposer shall also submit a Form M-3.1 through M-3.4, as applicable, which shall set forth the cash flow corresponding to such Additional Scope Component. The draw requests shall be established by anticipated percentage completed on a monthly basis, and shall be limited to the anticipated cash flow.

The Price Proposal shall include a completed Form M-4 setting forth any ATC Adjustment costs identified by TxDOT in its ATC approval letters for ATCs that are incorporated into the Proposal relating to Additional Scope Components.

3.4 O&M Additional Scope Price

Proposer shall submit an O&M Additional Scope Price using Forms N-4.1 and N-4.2 which shall set forth the annual lump sum price, in year 2014 dollars, for O&M Work for the years 1 through 25 of the O&M Period, for Additional Scope Components 1 and/or 2, solely to the extent the Additional Scope Component is not included in Proposer's Base Scope. If Additional Scope Component 1 or Additional Scope Components 1 and 2 are included in Proposer's Base Scope, the price for O&M Work related to such Additional Scope Components must be included in Proposer's O&M Base Scope Price submitted in accordance with Section 3.2 of this Exhibit C-1.

Proposer shall submit a completed Form N-3 setting forth Proposer's Adjusted Operations and Maintenance Value for the Additional Scope Components 1 and/or 2, as applicable as calculated in Forms N-4.1 and N-4.2.

Proposer shall also submit Forms N-4.3 through N-4.8 detailing for each of Additional Scope Components 1 and 2, as applicable, the following:

(a) Using Forms N-4.3 through N-4.6, the proposed annual lump sum payments for the Routine O&M Work and the Renewal-Other Work; and

(b) Using Form N-4.7 and N-4.8, the proposed pavement Renewal Work Schedule setting forth the proposed amount of pavement Renewal Work and the related annual and cumulative Pavement Payment for such pavement Renewal Work, subject to the following:

(i) Pavement Renewal Work shall be proposed at the earliest after year eight of the O&M Period;

(ii) For each year of the O&M Period, Proposer shall provide the amount of square yards of pavement to be renewed and the corresponding annual price for such pavement Renewal Work for the applicable Additional Scope Component; and

(iii) The Pavement Payment will be made solely in accordance with the requirements set forth in Section 11.4.3 of the Agreement.

(c) Using Forms N-2.4, the proposed Bridge Payment for each identified bridge for the applicable Additional Scope Component 1 and/or 2 to be maintained in accordance with Section 19 of the Technical Provisions, which amount shall be payable solely in accordance with Section 11.4.4 of the Agreement.

Proposer shall also include in each of Forms N-4.3 through N-4.8 for each applicable Additional Scope Component, the detailed breakdown of the O&M Additional Scope Price. Proposer may refer to the Contract Documents, and the Technical Provisions, for the services required for each of the major categories. Further, Proposer may refer to the Agreement for the adjustment procedures and index for annual adjustments in the price related to the O&M Work.

3.6 ATC Approval Letters

Proposer shall provide, in a sealed envelope, copies of ATC approval letters issued by TxDOT for each ATC (if any) incorporated into the Proposal and for which TxDOT granted an Available Public Funds Amount Adjustment. The Available Public Funds Amount Adjustment shall not be redacted. The copies of the letters shall be organized by ATC number and separated into two groups: (1) ATC approval letters for ATCs relating to the Base Scope; and (2) ATC approval letters for ATCs relating to the Additional Scope Components not included in the Base Scope.

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 4.6 of 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 and Return 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 Section 4.6 of the ITP. Each proposal bond will be retained until the earliest of (i) the date on which the Contract Documents have been fully executed, (ii) the expiry of the Proposal validity period applicable to the specific Proposal (as extended, if applicable) or (iii) cancellation of the procurement by TxDOT, after which the proposal bond for each unsuccessful Proposer, except those proposal bonds that have been forfeited, will be returned to the respective Proposers. The proposal bond for the successful Proposer shall be returned at the earliest of (x) such time as the Proposer has satisfied all conditions of execution and award set forth in Section 6.1 of the ITP, other than any condition

excused under Section 4.6(iii) of the ITP, and has delivered the D&C Performance Bond and the D&C Payment Bond in accordance with Sections 8.1.3 and 8.1.4 of the Agreement, (y) the expiry of the Proposal validity period (as extended), solely if such date occurs prior to the date of commercial close and the Proposer has not forfeited its Proposal security pursuant to Section 4.6 of the ITP and (z) cancellation of the procurement by TxDOT. If the next best value Proposer is notified during the 180-day period that it is selected for negotiations and an agreement is reached on the extension of its proposal validity period in accordance with Section 4.5.2 of the ITP, such Proposer shall obtain an extension of the Proposal Bond for the period until 270 days after the Proposal Due Date.

Exhibit D

[Reserved]

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.		
A. Executive Summary		
1. Executive Summary (Exclude price information)	No forms are provided	<u>Exhibit B, Section 3.1</u>
B. Proposer Information, Certifications & Documents		
1. Proposal Letter	<u>Form A</u>	<u>Exhibit B, Section 3.2.1</u>
2. Organization Documents	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
3. Identification of Proposer and Equity Members	<u>Form B-1</u>	<u>Exhibit B, Section 3.2.2</u>
4. Information About Proposer Organization	<u>Form B-2</u>	<u>Exhibit B, Section 3.2.2</u>
5. Information About Major Participants, Major Professional Services Firms and Identified Subcontractors	<u>Form B-3</u>	<u>Exhibit B, Section 3.2.2</u>
6. Responsible Proposer and Major Participant Questionnaire	<u>Form C</u>	<u>Exhibit B, Section 3.2.3</u>
7. Key Subcontractors	<u>Form D</u>	<u>Exhibit B, Section 3.2.13</u>
8. Personnel Work Assignment Form	<u>Form E</u>	<u>Exhibit B, Section 3.2.4.2</u>
9. Key Personnel statement of availability	No forms are provided	<u>Exhibit B, Section 3.2.4.1, ITP Section 2.14</u>
10. Letter(s) Approving Key Personnel	No forms are provided	<u>Exhibit B, Section 3.2.5</u>
11. Letter(s) Approving Changes in Proposer's Organization	No forms are provided	<u>Exhibit B, Section 3.2.5</u>
12. Buy America Certification	<u>Form G</u>	<u>Exhibit B, Section 3.2.6</u>
13. DBE Certification	<u>Form H</u>	<u>Exhibit B, Section 3.2.7</u>

Proposal Component	Form (if any)	ITP Section Cross-Reference
14. Child Support Statement for State Grants, Loans and Contracts	<u>Form I</u>	<u>Exhibit B, Section 3.2.8</u>
15. Conflict of Interest Disclosure Statement	<u>Form J</u>	<u>Exhibit B, Section 3.2.9</u>
16. Certification Regarding NTTA Communications	<u>Form O</u>	<u>Exhibit B, Section 3.2.10</u>
17. Equal Employment Opportunity Certification	<u>Form P</u>	<u>Exhibit B, Section 3.2.11</u>
18. Certification Regarding Ineligible Contractors	<u>Form S</u>	<u>Exhibit B, Section 3.2.12</u>
19. Substantial Completion Date	<u>Form M-1</u> (submitted with Price Proposal)	<u>Exhibit B-1, Section 1.1.1.2.1(f)</u>
20. Payment for Work Product Agreement (Optional)	<u>Exhibit J</u>	<u>Exhibit B, Section 3.2.15</u>
C. Project Development Plan		
1. General Project Management Plan	No forms are provided	<u>Exhibit B-1, Section 1.1</u>
2. Operations and Maintenance Management and Technical Solutions	No forms are provided	<u>Exhibit B-1, Section 1.2</u>
3. Design-Build Management and Technical Solutions	No forms are provided	<u>Exhibit B-1, Section 1.3</u>
4. Quality Program	No forms are provided	<u>Exhibit B-1, Section 1.4</u>
D. Appendices		
1. Key Personnel Resumes and References	No forms are provided	<u>Exhibit B, Section 3.2.4.2</u>
2. Technical Drawings, Graphs and Data	No forms are provided	<u>Exhibit B-1, Section 1.1</u>
3. Preliminary Project Baseline Schedule and Preliminary Renewal Work Schedule	No forms are provided	<u>Exhibit B-1, Section 1.1.2.1</u>
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. Financial Capacity Information		

Proposal Component	Form (if any)	ITP Section Cross-Reference
1. Audited fiscal financial statements for all periods subsequent to the QS and unaudited interim financial statements	No forms are provided	<u>Exhibit C, Section 2.0</u>
2. Guarantor Letter (if required)	<u>Form Q</u> , <u>Form B-1</u> is also required for the guarantor	<u>Exhibit B, Section 3.2.14</u> <u>Exhibit C, Section 2.0</u>
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	<u>Exhibit C, Section 2.0</u>
4. Credit ratings	No forms are provided	<u>Exhibit C, Section 2.0</u>
5. Letter regarding material change in financial condition since submission of the QS and for next reporting period	No forms are provided	<u>Exhibit C, Section 2.0</u>
6. Letter disclosing all material off balance sheet liabilities	No forms are provided	<u>Exhibit C, Section 2.0</u>
7. Letter disclosing amount of non-recourse financing on balance sheet	No forms are provided	<u>Exhibit C, Section 2.0</u>
8. Benchmark Rate	<u>Form U</u>	<u>Exhibit C, Section 3.0</u>
9. Financial Model (if electing the market interest rate adjustment)	No forms are provided	<u>Exhibit C, Section 3.0</u>
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. Non-Collusion Affidavit	<u>Form F</u>	<u>Exhibit C-1, Section 2.1</u>
2. Certification Regarding Use of Contract Funds for Lobbying	<u>Form R</u>	<u>Exhibit C-1, Section 2.2</u>
3. Surety Letter	No forms are provided	<u>Exhibit C-1, Section 2.3</u>
B. Price Information		
1. Base Scope Price	<u>Form M-1</u>	<u>Exhibit C-1, Section 3.1</u>
2. Base Scope Price Breakdown	<u>Form M-1.1</u>	<u>Exhibit C-1, Section 3.1</u>

Proposal Component	Form (if any)	ITP Section Cross-Reference
3. Base Scope Cash Flow	<u>Form M-1.2</u>	<u>Exhibit C-1, Section 3.1</u>
4. Additional Scope Components Price	<u>Form M-2</u>	<u>Exhibit C-1, Section 3.3</u>
5. Price Breakdown – Additional Scope Component 1 (as applicable)	<u>Form M-2.1</u>	<u>Exhibit C-1, Section 3.3</u>
6. Price Breakdown – Additional Scope Component 2 (as applicable)	<u>Form M-2.2</u>	<u>Exhibit C-1, Section 3.3</u>
7. Price Breakdown – Additional Scope Component 3 (as applicable)	<u>Form M-2.3</u>	<u>Exhibit C-1, Section 3.3</u>
8. Price Breakdown – Additional Scope Component 4 (as applicable)	<u>Form M-2.4</u>	<u>Exhibit C-1, Section 3.3</u>
9. Maximum Payment Curve – Additional Scope Component 1 (as applicable)	<u>Form M-3.1</u>	<u>Exhibit C-1, Section 3.3</u>
10. Maximum Payment Curve – Additional Scope Component 2 (as applicable)	<u>Form M-3.2</u>	<u>Exhibit C-1, Section 3.3</u>
11. Maximum Payment Curve – Additional Scope Component 3 (as applicable)	<u>Form M-3.3</u>	<u>Exhibit C-1, Section 3.3</u>
12. Maximum Payment Curve – Additional Scope Component 4 (as applicable)	<u>Form M-3.4</u>	<u>Exhibit C-1, Section 3.3</u>
13. ATC Adjustments	<u>Form M-4</u>	<u>Exhibit C-1, Sections 3.1 and 3.3</u>
14. O&M Base Scope Price	<u>Form N-1</u>	<u>Exhibit C-1, Section 3.2</u>
15. Operation and Maintenance Schedule for O&M Base Scope Price	<u>Form N-2</u>	<u>Exhibit C-1, Section 3.2</u>
16. Routine Operations and Maintenance Price Breakdown - O&M Base Scope	<u>Form N-2.1</u>	<u>Exhibit C-1, Section 3.2</u>
17. Renewal-Other Price Breakdown - O&M Base Scope	<u>Form N-2.2</u>	<u>Exhibit C-1, Section 3.2</u>

Proposal Component	Form (if any)	ITP Section Cross-Reference
18. Pavement Renewal Price Breakdown – O&M Base Scope	<u>Form N-2.3</u>	<u>Exhibit C-1, Section 3.2</u>
19. Bridge Renewal Price Breakdown	<u>Form N-2.4</u>	<u>Exhibit C-1, Section 3.2</u>
20. Adjusted Operations and Maintenance Value for Additional Scope Components (as applicable)	<u>Form N-3</u>	<u>Exhibit C-1, Section 3.4</u>
21. Operation and Maintenance Schedule - Additional Scope Component 1 (as applicable)	<u>Form N-4.1</u>	<u>Exhibit C-1, Section 3.4</u>
22. Operation and Maintenance Schedule - Additional Scope Component 2 (as applicable)	<u>Form N-4.2</u>	<u>Exhibit C-1, Section 3.4</u>
23. Routine Operations and Maintenance Price Breakdown - Additional Scope Component 1 (as applicable)	<u>Form N-4.3</u>	<u>Exhibit C-1, Section 3.4</u>
24. Routine Operations and Maintenance Price Breakdown - Additional Scope Component 2 (as applicable)	<u>Form N-4.4</u>	<u>Exhibit C-1, Section 3.4</u>
25. Renewal-Other Price Breakdown - Additional Scope Component 1 (as applicable)	<u>Form N-4.5</u>	<u>Exhibit C-1, Section 3.4</u>
26. Renewal-Other Price Breakdown - Additional Scope Component 2 (as applicable)	<u>Form N-4.6</u>	<u>Exhibit C-1, Section 3.4</u>
27. Pavement Renewal Price Breakdown – Additional Scope Component 1 (as applicable)	<u>Form N-4.7</u>	<u>Exhibit C-1, Section 3.4</u>
28. Pavement Renewal Price Breakdown – Additional Scope Component 2 (as applicable)	<u>Form N-4.8</u>	<u>Exhibit C-1, Section 3.4</u>
C. Proposal Security		
1. Proposal Bond	<u>Form K</u>	<u>Exhibit C-1, Section 4.2</u>

Exhibit F

RIGHT OF ENTRY PROCESS

Exhibit F-1

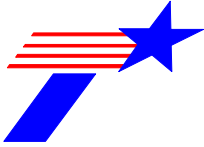
RIGHT OF ENTRY PROCESS FOR NON-STATE-OWNED PROPERTY

Proposers desiring to obtain access during the procurement to property that is not owned by the State along the Project 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



**SH 183 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.
- Other than pavement coring, which may be done in locations specified and at the times specified by TxDOT, TxDOT and all others sharing in the Right of Entry granted hereunder will attempt to utilize only non-destructive testing methods. If necessary, TxDOT and all others sharing in the Right of Entry granted hereunder 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 SH 183 Managed Lanes Project is progressing to the next level. TxDOT appreciates previous Rights of Entry but now requires additional access for highway design activities. If there are any questions, please contact Dan H. Peden, P.E. at 214-319-6577.

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:

Jeny Houdmann at Jeny.Houdman@txdot.gov and 817-508-7654.

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-PROPERTY

Proposers must comply with the following steps in order to obtain a right of entry from TxDOT to the _____ Right of Way at various locations prior to execution of the 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 Dan. H. Peden, P.E., with a copy to David Lott, P.E.
2. Exhibit A, 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. Dependent upon the location of the Right of Way for which the Proposer seeks entry, the Proposer shall submit Exhibit A to each of the following persons:
 - a) David Leavell, P.E.; and
 - b) All listed contacts on the attached Contact List
4. Prior to a Proposer's entry onto State Highway Right of Way, the Proposer must receive Approval from the Dallas District 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.

*** Exhibit 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.

Contact List:

Name	Position	Phone Number	Email Address
Dan Peden, P.E.	SH 183 Project Manager	214-319-6577	Dan.Peden@txdot.gov
Noel Paramanantham, P.E.	Dallas Co. Area Engineer	214-320-6241	Noel.Paramanantham@txdot.gov
Daniel Kendrick	Maintenance Supervisor	972-235-3314	Daniel.Kendrick@txdot.gov
Ricardo Gonzalez, P.E.	Eules Area Engineer	817-399-4300	Ricardo.Gonzalez@txdot.gov
Smokey Phillips	Maintenance Supervisor	817-399-4350	Smokey.Phillips@txdot.gov

**AGREEMENT FOR
ENGINEERING INVESTIGATIONS
ON STATE HIGHWAY RIGHT OF WAY**

STATE OF TEXAS §

COUNTIES OF DALLAS AND 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 _____, in Dallas and Tarrant Counties; and

WHEREAS, the Requestor has requested permission from TxDOT to use _____ 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 Comprehensive 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 thereunder 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.
9. 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 30 days from receipt of TxDOT's written notification.
 10. 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.
 11. 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.
 12. 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.

13. 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.

14. This Agreement shall terminate upon execution of a Comprehensive 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 than 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.

15. Should disputes arise between the parties regarding the obligations and responsibilities established herein, TxDOT's decision shall be final and binding.
16. 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.
17. 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.
18. 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

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 right of way of _____ in Dallas and Tarrant 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, except for pavement coring permitted under Section 2.8.2 of the ITP and approved by TxDOT. Other than the permitted pavement coring, this Work is limited to Site investigations and Engineering Studies for the purposes of preparing a Proposal for the SH 183 Managed Lanes Development 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 ____.

Requested Party _____

Texas Department of Transportation

By (Print) _____

Area Engineer or Maintenance Supervisor

Signature _____

Signature: _____

Address _____

Date

Phone _____

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.

**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:

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				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 <i>OR</i> Texas Business Automobile Policy Bodily injury				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.

Texas Department of Transportation

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required, if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The SIGNATURE of the agent is required. Stamped/typed/printed signatures are not acceptable.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMPREHENSIVE GENERAL LIABILITY INSURANCE or COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregate

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE or TEXAS BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Texas Business Automobile Policy or Comprehensive Automobile Liability may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
CST — Contract Processing Unit (RA/200 - 1st FI)
125 E. 11th Street
Austin, TX 78701-2483
512/416-2429 (V), 512/416-2536 (F)

Exhibit G

RESERVED

Exhibit H

RESERVED

Exhibit I
MINUTE ORDER
(Separate Document)

Exhibit J

FORM OF PAYMENT FOR WORK PRODUCT AGREEMENT

**PAYMENT FOR WORK PRODUCT AGREEMENT
(SH 183 Managed Lanes Project)**

THIS PAYMENT FOR WORK PRODUCT AGREEMENT is made and entered into as of this _____ day of 201_, 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 SH 183 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 _____, 201_ (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 eligibility 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) 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 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, 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 K

REQUIRED FORMS

(See attached)