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.

"Aesthetics Subcommittee" means the committee that performs the initial review of the Project aesthetics included in the Proposal and provides evaluation recommendations to the ESRC as set forth in ITP Section 5.1.

"Aesthetics Plan" means the portion of the Project Development Plan providing the information requested in Section 5.0 of Exhibit B to the ITP.

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

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

"Base Scope D&C Price" has the meaning set forth in Section 3.1 of Exhibit C-2 to the ITP.

"Buy America" means the Buy America requirements set forth in 23 CFR 635.410.

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

"Commission" means the Texas Transportation Commission.

"Design and Construction Plan" means the portion of the Project Development Plan providing the information requested in Section 4.1.1 of Exhibit B to the ITP.

"Comprehensive Development Agreement" or "CDA" means the agreement to develop, design, construct and maintain the Project, as further set forth in Volume II of the RFP.

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

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

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

"Development & Construction Price" or **"D&C Price"** has the meaning set forth in Section 9.1 of Exhibit C-2 to the ITP.

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

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

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

"Executive Summary" means the executive summary submitted with the Technical Proposal providing the information requested in Section 3.1 of Exhibit B to the ITP.

"FHWA" means the Federal Highway Administration.

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

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

"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.

"Key Personnel" means the individuals designated by a Proposer pursuant to Section 3.2.5 of Exhibit B to the ITP.

"Key Subcontractor" means any subcontractor that will (a) fill any of the following key project roles: project management, lead design firm, quality control management, and quality assurance management or (b) serve as a key task leader for geotechnical, hydraulics and hydrology, structural, environmental, utility or right of way issues. See Form Q.

"Maintenance Management Plan" means the portion of the Project Development Plan providing the information requested in Section 4.3 of Exhibit B to the ITP.

"Operations & Maintenance Price" or **"O&M Price"** has the meaning set forth Section 9.2 of Exhibit C-2 to the ITP.

"Major Participant" means each Equity Member and each member of the Proposer's organization with: (a) primary responsibility for design; (b) primary responsibility for

construction; (c) primary responsibility for O&M Work; or (d) a proposed subcontract with a value greater than or equal to $10 million (excluding subcontracts with Suppliers).

"Minute Order" means the Minute Order issued by the Texas Transportation Commission that is attached to the ITP as Exhibit G.

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

"**O&M Base Scope Price**" has the meaning set forth in Section 3.2 of Exhibit C-2 to the ITP.

"**Option 1 Price**" has the meaning set forth in Section 3.3 of Exhibit C-2 to the ITP.

"**Option 2 Price**" has the meaning set forth in Section 3.3 of Exhibit C-2 to the ITP.

"**Option 1 Work**" means the work described in Section 1.3.1.1 of the Technical Provisions.

"**Option 2 Work**" means the work described in Section 1.3.1.2 of the Technical Provisions which may be included in the Work at TxDOT's election prior to execution of the CDA. The Option 2 Work includes all of the Base Scope, with the substitution (within the Project limits between the SH 286/US 181 Interchange to Mesquite Street) of the work identified in the Base Scope by the work described in Section 1.3.1.2.

"**Option O&M Price**" has the meaning set forth in Exhibit C-2 to the ITP.

"**Option Price**" has the meaning set forth in Section 3.3 of Exhibit C-2 to the ITP.

"Post-Selection Deliverables" has the meaning set forth in ITP Section 5.12.

"Preliminary Project Baseline Schedule" means the Project schedule required to be submitted with the Proposal and meeting the requirements set forth in Section 4.1.3 of Exhibit B to the ITP.

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

"Price Proposal" means the price offer included in the Proposal submitted by a Proposer consisting of the items set forth in Exhibit C-2 of the ITP.

"Price Proposal Due Date" means the deadline for submission of the Financial and Price Proposals identified in ITP Section 1.5.

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

"Project" means the US 181 Harbor Bridge Replacement Project, as described in Section 1.4.1 of the ITP.

"Project Development Plan" means the plan submitted with the Technical Proposal providing the information requested in Section 4.0 of Exhibit B to the ITP.

"Project Management Plan" means the portion of the Project Development Plan providing the information requested in Section 4.2 of Exhibit B to the ITP.

"Proposal" means the original documents submitted by a Proposer in response to the RFP.

"Payment for Work Product Agreement" means the agreement between Proposer and TxDOT set forth as ITP Exhibit H that governs the payment for work product and use of the Proposer's work product, if unsuccessful, in accordance with ITP Section 6.3.

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

"Proposal Security" means the proposal bond as described in Section 6 of Exhibit B to the ITP.

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

"Public Information Act" or **"Act"** has the meaning set forth in ITP Section 1.6.4.

"Qualifications Statement" or **"QS"** means the submission made by a Proposer in response to the RFQ, including all clarifications thereto submitted in response to requests by TxDOT.

"Quality Management Plan" means the portion of the Project Development Plan providing the information requested in Section 4.4 of Exhibit B to the ITP.

"Reference Information Documents" means the documents and information included in Volume IV and described in ITP Section 1.2.1.

"Request for Qualifications" or **"RFQ"** means TxDOT's Request for Qualifications issued on March 14, 2014, as amended.

"Request for Proposals" or **"RFP"** means the set of documents identifying the Project and the work to be performed and materials to be furnished in response to which a Proposal may be submitted by a Proposer/Developer. The RFP includes the ITP, Contract Documents and Reference Information Documents. The RFP is issued only to Proposers that have been shortlisted following RFQ review.

"Stakeholder" means (a) parties that may have a stake in the Project by virtue of their location or funding, including City of Corpus Christi, County of Nueces, County of San Patricio, Corpus Christi Metropolitan Planning Organization, Port of Corpus Christi, business and property owners associated with the Project, utility companies with facilities associated with the Project, Union Pacific Railroad, and (b) state and federal Governmental Entities with jurisdiction over the Project, such as U.S. Coast Guard, U.S.

Army Corps of Engineers, Federal Highway Administration, and U.S. Fish and Wildlife Service. For purposes of ITP Section 2.2.3(d), the Texas Department of Public Safety and any other public law enforcement agency (other than the Port of Corpus Christi police) with jurisdiction to provide traffic patrol, traffic law enforcement and other police and public safety services in accordance with applicable Laws and agreements with State and local agencies will not be considered Stakeholders.

"Steering Committee" has the meaning set forth in ITP Section 5.9.

"Surety" means the individual or entity committing to provide any of the bonds identified in the RFP.

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

"Technical Proposal" means all of the documents, certifications and information required to be submitted pursuant to Exhibit B to the ITP.

"Technical Proposal Due Date" means the deadline for submission of the Technical Proposal identified in ITP Section 1.5.

"Technical Solutions" means the portion of the Project Development Plan providing the information requested in Section 4.1 of Exhibit B to the ITP.

For definitions of other initially capitalized terms, see the Contract Documents.

Exhibit B

TECHNICAL PROPOSAL INSTRUCTIONS

1.0 General Instructions

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

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

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

Item B of the section entitled "Additional Information to Be Provided with Proposal Letter" of Form A identifies requirements regarding evidence of signature authorization for the Proposal Letter.

2.0 Format

The Technical Proposal shall be limited to an aggregate of 100 pages (if double-sided, 50 sheets), plus the executive summary, resumes, Aesthetics Plan, appendices and exhibits containing required forms, graphs, matrices, schedule, drawings and other pertinent data. The Aesthetics Plan will not count toward the 100 page limit of the Technical Proposal, but shall be limited to 20 pages (if double-sided, 10 sheets), inclusive of the required drawings and renderings.

3.0 Contents of the Technical Proposal

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

The Technical Proposal shall consist of the following major elements:

(a) Executive Summary;

(b) Proposer Information, Certifications and Documents (including required Forms A, B-1 through E, G through J, O, P, Q, and S);

(c) Project Development Plan; and

(d) Appendices;

In addition, the following will be submitted along with the Technical Proposal, in separate containers or envelopes:

(e) Aesthetics Plan;

3.1 Executive Summary

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's Proposal and Proposer's ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall not exceed ten single-sided pages. 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 Proposer's QS.

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

(d) A summary of the proposed management, decision making, and day-to-day operational 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 including:

- A summary of the Technical Solutions,
- A summary of the Project Management Plan,
- A summary of the Maintenance Management Plan,
- A summary of the Quality Management Plan, and
- A summary of the Developer's approach to Sustainability

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

(g) A summary of the Proposer's approach to satisfying the on-the-job training requirement.

3.2 Proposer Information, Certifications and Documents

3.2.1 Technical and Financial Proposal Letter

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

3.2.2 Information About Proposer, Major Participants and Other Subcontractors

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

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

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

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

3.2.3 Responsible Proposer Questionnaire

The Proposal shall include Form C, the "Responsible Proposer Questionnaire", signed by Proposer, each Major Participant and any other team member identified in the Proposal. As noted on the form, it may be provided by Proposer on its own behalf and on behalf of the Developer and Equity Members, or it may be provided by Proposer on its own behalf and the individual Equity Members on their own behalf. The form executed by Proposer shall be signed by the same individual(s) who sign the Proposal Letter. The forms signed by Equity Members shall be signed by an authorized representative of such Equity Members and the Proposal shall include evidence of signature authorization for such individual.

3.2.4 Industrial Safety Record

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

3.2.5 Key Personnel

3.2.5.1 Designation of Key Personnel Prior to Technical Proposal Due Date

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

TxDOT discourages changes in Key Personnel from the individuals listed in the QS and is under no obligation to approve such requests and may disapprove the request at its sole discretion. In addition, if any individual included in the Proposal is also proposed as a member of the key personnel or for any other position on any other TxDOT procurement, Proposer shall include

in the package either: (1) a statement certifying that such individual will be available to assume its designated role on the US 181 Harbor Bridge Replacement Project if Proposer is the successful Proposer, or (2) the Form G resume of a qualified alternate.

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

The Proposal shall identify the pre-approved Key Personnel and shall include Form E identifying personnel work assignments, as well as a statement signed by Proposer committing to maintain such individuals' availability for and active involvement in the Project. The Proposal also shall include copies of the resumes and contact information described in Section 3.2.5.1 for each designated Key Personnel position. Refer to the Contract Documents, as applicable, for information regarding time commitment requirements for Key Personnel and TxDOT's rights if it determines that any such personnel are not devoting sufficient time to the prosecution and performance of the work required for the Project. Proposer may not make any changes in its Key Personnel after receipt of TxDOT approval as specified in this Section 3.2.5.1, except as provided in the Contract Documents, as applicable.

3.2.5.2 Information Regarding Key Personnel in Proposal

The individuals with direct responsibility for each of the following categories of work are considered Key Personnel:

1) Project Manager. See definition of "Project Manager" in Exhibit 1 to the CDA for a description of the Project Manager's general responsibilities;

2) Construction Manager. See definition of "Construction Manager" in Exhibit 1 to the CDA for a description of the Construction Manager's general responsibilities;

3) Public Information Coordinator. See definition of "Public Information Coordinator" in Exhibit 1 to the CDA for a description of the Public Information Coordinator's general responsibilities;

4) ROW Manager/ROW Acquisition Manager. See definition of "ROW Acquisition Manager" in Exhibit 1 to the CDA for a description of the ROW Acquisition Manager's general responsibilities;

5) Utility Manager. See definition of "Utility Manager" in Exhibit 1 to the CDA for a description of the Utility Manager's general responsibilities;

6) Design Manager, Lead Roadway Design Engineer, Lead Roadway Bridge

Design Engineer, Lead Drainage Engineer, Lead New Harbor Bridge Design Engineer. See definitions of "Design Manager," Lead Roadway Design Engineer," "Lead Roadway Bridge Design Engineer," "Lead Drainage Design Engineer," and "Lead New Harbor Bridge Design Engineer" in Exhibit 1 to the CDA for a description of each such position's general responsibilities;

7) Lead Quality Manager and Construction Quality Acceptance Manager. See definitions of "Lead Quality Manager" and "Construction Quality Acceptance Manager" in Exhibit 1 to the CDA for a description of each such position's general responsibilities.;

8) Environmental Compliance Manager. See definition of "Environmental Compliance Manager" in Exhibit 1 to the CDA for a description of the Environmental Compliance Manager's general responsibilities;

9) Professional Services Quality Acceptance Manager. See definition of "Professional Services Quality Acceptance Manager" in Exhibit 1 to the CDA for a description of the Professional Services Quality Acceptance Manager's general responsibilities;

10) Safety Manager. See definition of "Safety Manager" in Exhibit 1 to the CDA for a description of the Safety Manager's general responsibilities;

11) Sustainability Manager. See definition of "Sustainability Manager" in Exhibit 1 to the CDA for a description of the Sustainability Manager's general responsibilities;

12) Lead Demolition Manager. definition of "Lead Demolition Manager" in Exhibit 1 to the CDA for a description of the Lead Demolition Manager's general responsibilities; and

13) Lead Maintenance Manager and New Harbor Bridge Maintenance Engineer. See definition of "Lead Maintenance Manager" and "New Harbor Bridge Maintenance Engineer" in Exhibit 1 to the CDA for descriptions of each such position's general responsibilities under the CDA.

3.2.6 Letters Approving Key Personnel and Changes in Proposer's Organization

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

3.2.7 Certification Regarding Buy America

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

3.2.8 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.

3.2.9 Child Support Statement for State Grants, Loans and Contracts.

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

3.2.10 Organizational Conflict of Interest Disclosure

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

3.2.11 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 Guarantor Letter

The Proposal shall include (if a guaranty is required): (a) an irrevocable letter signed by the guarantor in the form of Form T committing to provide a guaranty in the form of Exhibit 13-1 and 13-2 of the CDA, concurrently with execution and delivery of the Contract Documents by Proposer, (b) evidence of authorization of the signatory to that letter, (c) Form B-1 for the guarantor, (d) financial information described in Section 2.0 of Exhibit C-1; and (e) such other information concerning the guarantor as TxDOT may request. A guaranty of Developer's obligation under the CDA is required under the following circumstances: (i) Proposer identified a guarantor in its QS or was advised by TxDOT that a guaranty would be required as a condition to the shortlisting of Proposer, (ii) Developer's organization is a newly formed corporation or a limited liability entity, (iii) the combined Tangible Net Worth of Developer and its Equity Members is less than $200,000,000; (iv) there is a Material Change in Financial Condition of an Equity Member or guarantor; or (v) the form of organization of Proposer and/or the financially responsible parties comprising Proposer changes and TxDOT determines, in its sole discretion, to require a guarantor as a condition to approving such change under ITP Section 2.11. A guaranty of Developer's obligations under the CDA during the O&M Period is required under

the circumstances unless an O&M Letter of Credit equal to the Maximum O&M LC Amount is provided during the O&M Period.

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

3.2.13 Surety Information

The Proposal shall include the following information regarding the Surety for the bonds to be provided in accordance with Section 8 of the CDA:

(a) Name of bonding company (must be rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company) and the name and address of the agent.

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

3.2.14 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, and making other certifications as described on Form S. If any Major Participant is unable to certify to any of the statements in this certification, such prospective Major Participant shall attach an explanation to the Proposer's certification.

3.2.15 Key Subcontractors

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

3.2.16 Substantial Completion Deadline(s)

The Proposal shall include Form O. Proposer shall indicate the number of calendar days between NTP1 and its proposed dates for (a) Substantial Completion of Phase 1, (b) Substantial Completion of Phase 2, and (c) completion of the removal of the Existing Harbor Bridge from over the Corpus Christi Shipping Channel and completion of all Work required in connection with the Corpus Christi Shipping Channel Plan from the Preliminary Project Baseline Schedule on Form O.

3.2.17 Payment for Work Product Agreement

Proposer, at its option, may submit with the Proposal an executed copy of the Payment for Work Product Agreement in the form of Exhibit H. Although submission of an executed Payment for Work Product Agreement is at the Proposer's election, submission of an executed Payment for Work Product Agreement with the Technical 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 Technical Proposal will constitute a rejection of the payment for work product and render the Proposer ineligible for such payment.

4.0 Project Development Plan

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

– Technical Solutions (Section 4.1),

– Project Management Plan (Section 4.2),

– Maintenance Management Plan (Section 4.3),

– Quality Management Plan (Section 4.4), and

– Sustainability (Section 4.5).

The Project Development Plan shall provide the information relevant for developing the Proposer's schematic, the project management philosophy, the plan and schedule for executing the Project including management structure and personnel; and the quality control procedures for any related contract administration, describing how Proposer plans to achieve and satisfy the project requirements.

4.1 Technical Solutions

The Technical Solutions component of the Proposal shall describe Proposer's approach to implementing the work and shall include a Design and Construction Plan, a Preliminary Project Baseline Schedule and additional associated information, as described in this Section 4.1. The Technical Solutions shall also include information with respect to approved ATCs, perceived added value items and the incorporation of new technologies as follows:

(a) Specifically, for all ATCs, Proposer shall:

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

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

(b) For perceived added value components of the Proposal, Proposer shall:

Specifically identify characteristics of its Proposal which Proposer considers to improve upon the Project's technical requirements, as set forth in the Contract Documents, and which bring additional benefits and/or value to TxDOT and the public; and provide a description of such benefits without revealing added value pricing information.

4.1.1 Design and Construction Plan

The Design and Construction Plan shall include information identified in Section 4.1.1.1 through Section 4.1.1.9 relevant to Proposer's schematic and proposed approach.

Proposer's schematic shall clearly identify the work to be completed by Developer. Changes in alignments or other elements proposed by Proposer's schematic to the extent they will require an evaluation for compliance with the TxDOT-Provided Approvals and possibly re-evaluations and delays associated with such re-evaluations will be at Proposer's risk.

Items which do not apply to Proposer's proposed approach are to be specifically noted as such. For all of the items not required, backup information is to be provided which supports the non-applicability of the items.

4.1.1.1 New Harbor Bridge and Roadway Bridges

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

(a) New Harbor Bridge Concept bridge layout for the cable-stayed bridge and approaches with sufficient detail to indicate bridge type, foundation types, width, controlling clearances, span arrangement, and joint details. Calculated vertical clearances shall be shown in all profile views. Lane configurations and clear zones of crossing roadways and railroads shall be clearly indicated as applicable.

(b) The following components shall be shown on the bridge layout and addressed in the proposal narrative:

1. Towers
2. Foundations and Coffer Dams
3. Cable System
4. Superstructure type (concrete or steel)
5. Deck

6. Drainage Concepts

7. Maintenance Access

8. Shared Use Path and Overlook

The following components shall be addressed in the proposal narrative:

1. Corrosion mitigation approach

2. Security

3. Sustainability

(c) Concept plans and profiles for roadway bridges, direct connectors, and tall column approaches near the cable-stayed backspans, including proposed modifications to any bridges permitted by the Technical Provisions with sufficient detail to indicate bridge type, foundation types, width, controlling clearances, and span arrangement. Calculated vertical clearances shall be shown in all profile views. Lane configurations and clear zones of crossing roadways and railroads shall be clearly indicated as applicable.

(d) Demolition of Existing Harbor Bridge.

(e) Approaches taken to minimize maintenance and increase durability.

4.1.1.2 Construction Staging and Sequencing

The Proposal shall provide a description of the construction staging and sequencing of the Project. The information shall include at least the following:

Concept drawings to include planview and a description of the sequencing approach and the proposed construction staging including those at the major interchanges and steps that will be taken to minimize disruptions to the traveling public and impacts on the Stakeholders and communities.

4.1.1.3 Coordination with project stakeholders and enhanced public involvement.

The Proposal shall provide a description of its approach to performing the Project. The information shall include at least the following:

A description of the work to be accomplished;

A description of the Proposer's approach to managing the review and approval process with Project Stakeholders;

A description of the Proposer's approach to meeting the public involvement requirements as outlined in the Project EIS and additional innovations to keep

project stakeholders informed and involved; and

A description of how the Proposer's approach discussed in (b) above will not interfere or delay development of the Project.

4.1.1.4 [Not Used]

4.1.1.5 Environmental Permitting, Mitigation and Impacts

The Proposal shall provide a description of its approach to complying with the environmental requirements of the Project and any environmental issues that may arise. The information shall include at least the following:

(a) A list of environmental permits**,** permit amendments and other approvals, whether state, federal or local, that will or may be required, together with the name of the issuing agency and a plan for obtaining required permits and permit amendments in a timely manner.

(b) A description of the measures that will be undertaken to ensure compliance with environmental permits and approvals and approvals relating to cultural resources.

(c) A description of the environmental issues anticipated to be encountered on the Project and how design and construction will address the anticipated impacts and be sensitive to the environment.

4.1.1.6 Roadway

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

(a) Preliminary plan and profile schematic sheets for mainlanes, frontage roads, interchanges and crossing roadways for the Schematic Design and cross sections for mainlanes and frontage roads spaced at no greater than 500 foot intervals.

(b) Schematic sheets shall include typical sections and general project roadway information such as right of way and Project limits, design speeds, functional classification(s),

(c) Proposed refinements in the horizontal and vertical geometric configuration of the Schematic Design.

(d) Preliminary pavement design, including details of the proposed designs, material types, subgrade conditions, roadway classifications, traffic loading and design life considerations.

(e) A description of all existing roadways and structures to be closed,

demolished, left as is, or incorporated into the Project.

4.1.1.7 Drainage

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

(a) A description of the approach for connecting to existing or proposed drainage system(s) and outfalls, including identification of impacted owners and/or operators.

(b) A description and plan drawing(s) defining the approximate limits of temporary construction and drainage easements necessary for completion of the Project drainage work.

(c) A description of the approach for maintaining the integrity of the existing levee system, including identification of impacted owners and/or operators.

(d) A description of the approach for maintaining and/or connecting drainage structures into the Saltflats outfall structures including identification of impacted owners and/or operators

4.1.1.8 Right of Way Services

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:

(a) 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.

(b) 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 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.

(c) 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.

4.1.1.9 Utilities

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

(a) The proposed methods of locating utilities horizontally and vertically that encroach upon the footprint of the Project.

(b) 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.

(c) The proposed methods of design and construction related to utility relocation and protection.

(d) The proposed methods to minimize utility conflicts during design and construction and the approach for managing conflicts.

(e) The proposed methods to facilitate cooperation from Utility Owners, including, without limitation, the approach to negotiating utility adjustment agreements and resolving betterment issues.

4.1.1.10 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:

(a) A preliminary operational signing schematic layout in sufficient detail and in a format that demonstrates Proposer's knowledge of the required signing standards, signing work for the Project.

(b) A description of the approach for safety lighting at the ramps and high mast lighting at the interchanges, including navigational and aeronautical lighting.

4.1.2 Schedule Evaluations

The Proposal shall provide a Preliminary Project Baseline Schedule in an Appendix in Section D of the Technical Proposal and a narrative for the work and include at least the following:

(a) Narrative which describes the proposed execution of the work for the term of the CDA.

(b) A Preliminary Project Baseline Schedule containing all major work activities or milestones to WBS Level IV for the design and construction period, including the Option Work described in Section 1.3.1.1 of the Technical Provisions and the Option 2 Work described in Section 1.3.1.2 of the Technical Provisions, as well as for the warranty/maintenance period, as set forth for the respective

WBS Level in Attachment 2-2 to the Technical Provisions. The Preliminary Project Baseline Schedule shall be included in an Appendix in Section D of the Technical Proposal.

(c) The Preliminary Project Baseline Schedule shall show achievement of Substantial Completion for Phase 1 and the completion of the Early Bridge Removal Work by no later than 1520 calendar days from NTP1.

(d) The Preliminary Project Baseline Schedule shall show achievement of Substantial Completion for Phase 2 by no later than 1620 calendar days from NTP1.

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

4.2 Project Management Plan

The Project Management Plan shall set out Proposer's management approach to design, construction, O&M Work, handback upon completion of the O&M Period, documentation, testing and auditing/reporting for the Project, risk, and organizational structure. The minimum information to be provided within the Project Management Plan is detailed in this Section 4.2.

4.2.1 General Project Management

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

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

(b) A description of how Proposer intends to: (i) provide the experienced personnel, facilities and equipment, and to integrate such resources, to complete each aspect of the Project; (ii) control and coordinate the various Subcontractors; (iii) interface with TxDOT, its consultants and relevant federal, State and local agencies; (iv) interface with applicable railroads and Utility Owners; (v) control Project Schedule and minimize Project costs; and (vi) comply with applicable Laws.

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

(d) An organization chart outlining the basic structure of Proposer's Project organization (including the design, construction and maintenance sub-

organizations) and a description of the roles, 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).

(e) An organization chart showing the structure of Proposer's project management organization for O&M During Construction and O&M after Substantial Completion, including a description of the roles allocated, responsibilities, interrelation and Work to be accomplished by each member of the management team as it relates to O&M Work;

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

(g) A detailed description of how the team members will work together to provide a unified design, construction, maintenance, and quality approach to all elements of the work, including how life cycle considerations and the recommendations of the Durability Plan will be incorporated into the D&C Work.

(h) A description of the team decision making process, how internal disputes between team members will be resolved and how Proposer will avoid adverse impacts to the Project (cost, schedule or quality) in the event of such disputes.

(i) All major training program(s) to ensure that continuous improvement practices are being implemented.

(j) Information regarding the current and projected workload and backlog of Proposer team (including all Major Participants), including the Proposer's or team member's plan for allocating its resources and personnel among the projects.

(k) A preliminary safety plan meeting the requirements set forth in the Technical Provisions.

4.2.2 Risk Management

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

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

The potential consequences of the identified risks.

The probability/likelihood of risks.

Proposed procedures and tools to conduct a risk sensitivity analysis.

Risk-mitigation strategies to eliminate or reduce specific risks.

4.2.3 Construction and Traffic Management

The Project Management Plan shall provide a description of Proposer's plan and approach for performing construction and traffic management on the Project, including at least the following:

(a) A narrative description of how Proposer intends to schedule and sequence the construction to minimize impacts on the environment, communities and traveling public while still providing acceptable construction performance.

(b) A description of the intended laydown, recycling, staging, disposal and maintenance locations (with approximate areas) to be used during construction.

(c) 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.

(d) A description of how Proposer will coordinate its construction work with other projects that are expected to be under construction during the work.

4.2.4 Schedule and Cost Control Management

The Project Management Plan shall provide a description of Proposer's plan and management approach for schedule and cost control on the Project, including at least the following:

Describe Proposer's document, cost control and schedule management systems or procedures to be used to control and coordinate the cost and schedule of the work during the term of the CDA, including during design, construction, and maintenance. The proposed Project Schedule methodology and cost control approach shall include at least the following:

1. A description of the system or procedure used for preparing, controlling and updating the Project Schedule.

2. A description of the system or procedure used for preparing and updating the schedule of values.

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

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

5. A description of how Proposer will approach re-scheduling of its work through managing both its own and its subcontractors resources and activities to achieve schedule recovery objectives and how these objectives will be enforced with its work force and Subcontractors.

4.2.5 Public Information and Communications

The Project Management Plan shall provide a description of Proposer's plan and management approach for public information and communication, including at least the following:

Proposer's approach to public information activities, including identification of personnel for such effort and how Proposer will manage interaction with TxDOT.

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

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

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

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

4.2.6 Environmental Management

The Project Management Plan shall provide a description of Proposer's plan and management approach to environmental compliance and permitting, including at least the following:

(a) Applicable laws, rules and regulations.

(b) The method Proposer will use to ensure planning commitments are integrated into design, construction and maintenance of the Project.

4.2.7 Design Management

The Project Management Plan shall provide a description of Proposer's plan and management approach for performing design on the Project, including

at least the following:

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

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

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

4.2.8 Mentoring and Job Training

The Project Management Plan shall provide a description of Proposer's plan and management approach for mentoring and job training on the Project, including at least the following:

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

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

2. An outline of areas of work where DBEs may be utilized.

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

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

1. Eligibility criteria for participation in the program.

2. Program goals for mentoring on public private partnerships, design, construction and maintenance.

3. A mentoring 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;

4. Educational workshops for bonding and insurance requirements.

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

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

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

Proposer's Mentoring and Job Training plan shall be subject to TxDOT review, comment and approval and, as approved by TxDOT, shall be incorporated into the CDA as Exhibit 8 prior to final award and execution of the CDA.

4.3 Maintenance Management Plan

The Proposal shall provide a Maintenance Management Plan which shall describe how Proposer will meet the performance requirements during the O&M Period.

The Maintenance Management Plan shall address at least the following:

(a) A description of how Proposer's team members will work together to provide a unified operations, maintenance, and quality approach to the O&M Work including the approach to operations and maintenance prior to and following Substantial Completion, and during transition to O&M after Substantial Completion;

(b) A description of Proposer's training program for operations and maintenance personnel during all phases;

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

(d) The plan and approach to maintenance activities, specifically including routine maintenance, capital maintenance, preventative maintenance, Emergency and Incident management (including due to weather-related events),

coordinating with emergency service providers and maintenance reporting, and how they will be used to manage the maintenance of the Project.

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

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

(g) Inspection and testing of Project items (including pavements, shoulders, bridges, retaining walls, embankments and cut slopes) and the identification and classification of Defects and inspection failures.

(h) The proposed quality control plan including a description of the processes and procedures to be used in the performance of O&M Work and associated activities.

(i) How Defects shall be classified and rectified within appropriate time limits.

(j) The proposed program for the planning, implementation and completion of maintenance activities during the O&M Period including a description of the Maintenance Management System (MMS) and how it will meet or exceed the requirements of Section 19.6.9 of the Technical Provisions.

(k) The approach to Renewal Work, including the processes that will be employed for developing a rolling program of major maintenance repairs and replacements, including how Proposer will minimize traffic disruptions for Users.

(l) A preliminary O&M Work Schedule that shows the anticipated renewal and replacement frequency for each Element, consistent with the design-build approach and consistent with the O&M Prices submitted on Form N-1 and N-2. The preliminary O&M Work Schedule shall be presented as a timeline that clearly shows when each Element is expected to require renewal and /or replacement.

(m) The approach to ensure that all life cycle costs necessary to meet the Performance Requirements and Handback Requirements have been taken into consideration within the O&M Price.

(n) The approach to the Durability Plan consistent with the requirements of Section 19.14.3 of the Technical Provisions.

(o) The plans, policies and procedures for ensuring the health and safety of personnel involved in the Project and the general public affected by the Project during the O&M Period.

(p) The processes and procedures for communication of Project information between the Developer and TxDOT.

(q) The Maintenance Management Plan shall also address the differences between the approach set forth for the items described in (a) through (o) above for performing maintenance activities for the New Harbor Bridge, for the remaining elements of the Project, and for the Option Work. The information shall describe the activities and approach to programming of works and provide details for the transition of maintenance services from the D&C Period to the O&M Period.

4.4 Quality Management Plan

The Quality Management Plan shall provide a description of Proposer's plan and approach to quality management during all stages of the Project through mobilization, D&C Work, O&M Work and handback. The Quality Management Plan will outline the systems that will be employed to ensure that the work is executed with minimal requirement for corrective work. The plan shall detail the systems employed to detect noncompliance, correct the consequences of noncompliance and to prevent the reoccurrence of repeat noncompliance.

The Quality Management Plan shall include at least the following:

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

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

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

1. How the quality management staff will be functionally independent so that such individuals will have the authority to effect changes in the event of Developer's failure to comply with the Contract Documents.

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

3. Quality assurance and quality control procedures for design, construction, operations, maintenance and handback.

4. A description of the approach to acceptance testing and inspection.

5. The interface between the design quality, construction quality and maintenance quality processes.

6. Proposed quality management documentation procedures.

7. The approach to implement TxDOT oversight procedures.

8. Interfacing with third parties and other Stakeholders.

9. The proposed audit regime.

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

4.5 Sustainability

The Proposal shall include a draft Sustainability Plan that will describe the Proposer's approach and commitment to sustainable design, construction, operational, and maintenance practices. The Plan shall demonstrate how the Project will obtain the following sustainability ratings as defined by the Federal Highway Administration (FHWA) "Infrastructure Voluntary Evaluation Sustainability Tool" (INVEST) 1.0 program, an internet-based self-administered evaluation and rating tool:

- "Platinum" rating, under the INVEST "Project Development" (PD) module, using the "Urban Extended" scorecard.
- "Silver" rating, under the INVEST "Operations and Maintenance" (OM) module.

The plan shall, at a minimum, address the following specific sustainability topics:

(a) Energy and Energy Efficiency. The Sustainability Plan shall describe the Proposer's plans for maximizing energy efficiency throughout the Project, including:

i. Minimizing energy and fuel usage during construction.

ii. Innovative ideas for incorporation of energy generation and use of renewable energy sources.

(b) Community and Environmental Justice. The Sustainability Plan shall demonstrate the Proposer's commitment to environmental quality and enhancement above and beyond the requirements of the EIS, including:

i. Minimizing air quality degradation during construction.

ii. Minimizing and mitigating for disproportionately high and adverse human health or environmental effects of construction activities on minority and low-income populations.

iii. Sustainable storm water management, specifically the incorporation

of permanent Best Management Practices for management.

iv. Durable permanent Best Management Practice (BMP) features that minimize long-term maintenance requirements.

v. Proposals for quantifying and minimizing the Project's carbon footprint.

(c) Green Building. Proposer's plans for locating the Project Management Office in existing, currently unused office space. The Proposer may propose (or commit to obtaining) a Leadership in Energy and Environmental Design (LEED) Green Building certification for the Project Management Office. If the Proposer makes this commitment, certification will be required per the third party independent certification procedures defined by the U.S. Green Building Council (refer to www.usgbc.org). The Sustainability Plan shall identify the Proposer's proposed energy efficiency improvements to the office space and commitments (if made) to obtaining LEED certification for the office space.

(d) Waste Reduction and Recycling. The Sustainability Plan shall describe the Proposer's approach to minimizing the amount of waste generated by the Project. The plan shall also describe the Proposer's plans for maximizing the re-use of materials, including construction material from structures and facilities demolished as part of this Project. The Proposer may also include plans to incorporate into the Project recycled materials generated off site. Any such plan must be in conformance with Contract Documents.

(e) Green Project Administration. The Sustainability Plan shall demonstrate the Proposer's overall commitment to green project administration, including:

i. Tracking all environmental commitments and ensuring completion and appropriate documentation of those commitments.

ii. Providing construction personnel with the opportunity for construction environmental training, including best practices for minimizing impacts to the human and natural environment.

(f) Materials and Resources. The Sustainability Plan shall demonstrate the Proposer's commitment to using materials produced in a manner that minimizes ecosystem degradation and reduces lifecycle impacts from extraction, production, and transport of virgin materials.

(g) Construction Practices. The Sustainability Plan shall demonstrate the Proposer's commitment to using construction practices that minimize impacts to the environment and community surrounding the Project.

(h) Education and Demonstration of Energy Efficiency. The Sustainability Plan shall include the Proposer's proposal to develop and implement at least one Project feature that publicly demonstrates energy efficiency. This feature shall

be a visible element of the Project that demonstrates the Proposer's and TxDOT's commitment to energy efficiency. The feature can also serve to educate the public on other sustainable Project elements and practices. Potential features could include, but are not limited to, the following:

i. Use of solar panels to generate a portion of the energy needs of the Project.

ii. Use of wind turbine(s) to generate a portion of the energy needs of the Project.

ii. Use of light-emitting diode (LED) fixtures for bridge illumination.

(i) Sustainability Rating. The Sustainability Plan shall identify the number of INVEST points that the Project will predictably obtain as would be determined in a joint Proposer/TxDOT/FHWA INVEST project scoring workshop, utilizing the INVEST 1.0 Project Development (PD) Module with the "Urban Extended" scorecard, and the INVEST 1.0 Operations and Maintenance (OM) Module.

5.0 Aesthetics Plan

The Proposal shall include concept plans and renderings that comply with the architectural and aesthetics criteria set forth in the Contract Documents along with supporting narratives. These plans shall address requirements in the Aesthetics Guidelines (Attachment 15-1 to the Technical Provisions) and shall include:

(a) Aesthetics of all components of the New Harbor Bridge, including day and night renderings from: (i) Whataburger Field – right field stands to the north, (ii) from the intersection of Texaco Street and Market Street, with view to SE, and (iii) from the driver's perspective approaching the New Harbor Bridge from the south.

(b) Aesthetics of all components of the New Harbor approach bridges and roadway bridges including materials and appearance. Designs shall demonstrate design continuity with the New Harbor Bridge.

(c) Aesthetics of all components of widened and/or rehabilitated bridges including materials and appearance. Designs shall demonstrate design continuity with the New Harbor Bridge.

(d) Lighting Concept. Provide concept plans and renderings that comply with the criteria set forth in the Contract Documents along with supporting narratives. These plans shall address:

i. Spacing and locations of poles, types of luminaires, poles, arms and controls for both roadway and shared used path.

ii. Architectural lighting plans for the New Harbor Bridge (inclusive of towers, cables, and outer superstructure fascia). Light source shall be RGB LED fixtures.

iii. Durability of lighting equipment (inclusive of any plans to resist corrosion and provide a 10 year lifespan).

(e) Shared-use path. Provide drawings showing the shared-use path facility. Include plan and profile drawings, proposed cross sections, railing and ornamental fencing details, transition area layouts, shared-use path/roadway intersection layouts, terminations, informational signing and signal concepts and preliminary surface and structural section designs.

(f) New Harbor Bridge mid-span overlook. Provide drawings and rendering that comply with the architectural and aesthetic criteria set forth in the Contract Documents.

(g) Retaining walls, Abutments and Riprap. Provide drawings and rendering that comply with the architectural and aesthetic criteria set forth in the Contract Documents.

(h) Pedestrian Fencing. Provide drawings and rendering that comply with the architectural and aesthetic criteria set forth in the Contract Documents.

(i) Signing. Provide drawings and rendering that comply with the architectural and aesthetic criteria set forth in the Contract Documents.

(j) Landscape. Provide drawings and rendering that comply with the architectural and aesthetic criteria set forth in the Contract Documents, including renderings of the landscape concepts proposes for the key intersections identified in the Contract Documents

Exhibit C-1

FINANCIAL PROPOSAL INSTRUCTIONS

1.0 General Instructions

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

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

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 individual line amounts and totals, the individual line amounts will prevail.

1.2 Contents of Financial Proposal

A copy of the checklist for the Financial Proposal set forth in Exhibit E shall be included in the Financial Proposal. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

2.0 Financial Capacity Information

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

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

Audited financial statements (fiscal year end and quarterly) for all periods subsequent to those included in the QS.

In addition, interim unaudited financial statements for the period since the most recent completed fiscal year or quarter for Proposer, Equity Members and any required guarantors are to be provided.

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

1) Financial statement information must include:

   i. Opinion Letter (Auditor's Report);

   ii. Balance Sheet;

   iii. Income Statement;

   iv. Statement of Changes in Cash Flow; and

   v. Footnotes.

2) Financial statements must meet the following requirements:

a. **GAAP/IFRS –** Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") or International Financial Reporting Standards ("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 or IFRS.

b. **U.S. Dollars –** Financial statements must be provided in U.S. dollars. If financial statements are not available in U.S. dollars, the Proposer must convert the financial statements to U.S. dollars and provide a summary of the conversion methods and applicable foreign exchange rates used to do so.

c. **Audited –** Financial statements must be audited by an independent party qualified to render audit opinions (e.g. a certified public accountant). If audited financials are not available for an Equity Member, a Guarantor (if applicable) or the Lead Contractor, the QS shall include unaudited financial statements for such Equity Member, Guarantor or Lead Contractor, certified as true, correct and accurate by the chief financial officer ("CFO") 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 provided with the original financial statement information.

3) Other information and requirements:

a. **Newly Formed/Not Yet Formed Entity –** If the Proposer is a newly formed entity or has not yet formed a legal entity and does not have independent financial statements, financial statements for the Equity Members and

Guarantors (if applicable) shall be provided (and the Proposer shall expressly state that the Proposer is a newly formed entity or not yet formed entity, as applicable, and does not have independent financial statements).

b. **Guarantor Letter of Support –** One or more guaranties regarding Developer's obligations under the CDA may be required by ITP Exhibit B, Section 3.2.12. The letter from the guarantor must confirm unequivocally that it will guarantee all the obligations of Developer with respect to the CDA. Proposers are advised that TxDOT may, in its discretion based upon the review of the information provided, specify that an acceptable guarantor is required as a condition to eligibility for award.

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

d. **Credit Ratings** – Appropriate credit ratings must be supplied for each Proposer, each Equity Member, the Lead Contractor, the Lead Maintenance Firm and any Guarantor to the extent such entities have credit ratings. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity.

e. **Material Changes in Financial Condition -** A letter from the chief financial officer or treasurer, providing information on any material changes in financial condition since submission of the QS and those that are pending. Additionally, Proposers shall be required to provide updated information following the Price Proposal Due Date as long as the dissemination of such information is permitted by law.

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

losses exceed income in the fiscal periods between submission of the QS and the most recent completed periods (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

List of Representative Material Changes

A. An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;

B. A downward change in tangible net worth of 10% of shareholder equity;

C. A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;

D. A downward change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;

E. Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

F. The affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurred a net operating loss; (ii) sustained charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implemented a restructuring/reduction in salaried personnel exceeding 200 positions or involving the disposition of assets exceeding 10% of the then shareholder equity; and

G. Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition since submission of the QS or may be pending for the next reporting period.

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

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

Exhibit C-2

PRICE PROPOSAL INSTRUCTIONS

1.0 General Instructions

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

All parts of the Proposal that indicate price information are to be included in the Price Proposal. Proposer shall submit the information required by this Exhibit C-2 in the 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. A copy of the checklist for the Price Proposal, provided in Exhibit E, shall be included in the Price Proposal. Proposer shall not amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

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

1.1 Format of Price Proposal

All price and cost information provided in the Price Proposal shall be in U.S. Dollar currency only and all amounts, except the amounts on Forms N-1, N-1.1, N-1.2, N-2, N-2.1, and N-2.2, shall be stated as nominal dollars. Forms N-1, N-1.1, N-1.2, N-2, N-2.1, and N-2.2 amounts shall be stated as 2015 dollars as of the Price Proposal Due Date.

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

1.2 Contents of Price Proposal

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

The required contents and organization of the Price Proposal are presented in this Exhibit C-2 and summarized in the Proposal checklist provided in Exhibit E.

Proposers are to provide all the information set out in this Exhibit C-2. A copy of the checklist for the Price Proposal 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 A-2, F and R);

(b) Price information (including Forms M-1, M-1.1, M-1.2, M-2, M-3, M-4, M-5, M-5.1, M-5.2, N-1.1, N-1.2, N-2, N-2.1 and N-2.2;

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

(d) Proposal Financial Model and Related Materials, (including Form U)

2.0 Proposer Information, Certifications and Documents

2.1 Price Proposal Letter

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

2.2 Non-Collusion Affidavit

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

2.3 Certification Regarding Use of Contract Funds For Lobbying

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

2.4 Surety Letter

The Price Proposal shall include a letter from the Surety indicating that the Surety has reviewed the 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 D&C Price and Cash Flow Adjustment Table/Maximum Payment Curve

Proposer shall submit a price for the Work without any Option Work or Option 2 Work ("Base Scope D&C Price") using (1) Form M-1 setting forth the total price for the Work required under the CDA, and (2) Form M-1.1 setting forth an itemized breakdown of the Base Scope D&C Price. The Proposal shall include Form M-1.2 which shall set forth any ATC cost adjustments identified by TxDOT in its ATC approval letters for ATCs that are incorporated into the Proposal. The Price Proposal shall include Form M-2 setting forth the cash flow corresponding to the anticipated draw requests for the Work required under the CDA (i.e. the maximum payment curve).

The draw requests shall be established by anticipated percentage complete on a monthly basis, and shall be limited to the anticipated cash flow. The maximum payment to Developer prior to NTP2 shall not exceed $50,000,000.00.

3.2 Operations & Maintenance Base Scope Price

The Price Proposal shall include Form N-1 setting forth the annual base price (the O&M Base Scope Price), in year 2015 dollars (as of the Price Proposal Due Date), for O&M after Substantial Completion for each year of the O&M Period, as well as a breakdown of such O&M Price into the categories included on Form N-1, in year 2015 dollars (as of the Price Proposal Due Date). The services required for each of the major categories are more particularly described in the CDA, including Section 19 of the Technical Provisions. The CDA provides for the adjustment procedures and index for annual adjustments in the price for O&M after Substantial Completion.

3.3 Option Prices

Proposer shall submit an Option Price and Option 2 Price using Form M-3 setting the total price for the Option 1 Work and the Option 2 Work.

The Proposal shall include Form M-4 and Form M-5, which shall set forth the cash flow corresponding to such Option Price. The draw requests shall be established by anticipated percentage completed on a monthly basis, and shall be limited to the anticipated cash flow.

The Proposal shall also include Form M-5.1 setting forth an itemized breakdown of the Option 2 Work required under the CDA as well as Form M-5.2 for which shall set forth any ATC cost adjustments for the Option 2 Work identified by TxDOT in its ATC approval letters for ATCs that are incorporated into the Proposal.

3.4 Operation and Maintenance Option 2 Price

The Price Proposal shall include Form N-2 setting forth the annual base price for Option 2 (the O&M Option 2 Price), in year 2015 dollars (as of the Price Proposal Due Date), for O&M after Substantial Completion for each year of the O&M Period, as well as a breakdown of such O&M Price into the categories included on Form N-2, in year 2015 dollars (as of the Price Proposal Due Date). The services required for each of the major categories are more particularly described in the CDA, including Section 19 of the Technical Provisions. The CDA provides for the adjustment procedures and index for annual adjustments in the price for O&M after Substantial Completion.

4.0 Proposal Security

The Price Proposal shall include a proposal bond as specified below.

4.1 Form of Proposal Bond

A proposal bond in the amount of $50 million and in the form of Form K shall be provided by a Surety rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company. The proposal bond shall be subject to forfeiture in accordance with ITP Section 4.7. Each proposal bond will be valid until the Contract Documents have been fully executed, after which the proposal bond for each unsuccessful Proposer, except those proposal bonds which have been forfeited, will expire. The proposal bond for the successful Proposer shall expire at such time as Proposer has satisfied all conditions of execution and award set forth in ITP Section 6.1. If the next best value Proposer is notified during the 216-day period after the Price Proposal Due Date that it is selected for negotiations, such Proposer shall obtain an extension of the proposal bond for the period until 276 days after the Price Proposal Due Date.

4.2 Forfeiture of Security

Forfeiture of Proposal Security in accordance with Section 4.8 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.

5.0 Proposal 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 Price as set forth in Form U shall complete and submit Part II of Form U and shall submit a Proposal Financial Model consistent with Form U and compliant with the requirements set forth in this Exhibit C-2, Section 5.0.

5.1 General and Structural Requirements

The Proposal 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 Proposal Financial Model as user-friendly as possible. The Proposal Financial Model shall satisfy each of the following requirements:

(a) No part of the Proposal Financial Model (cell, column, row, sheet, macro or otherwise) shall be separately hidden, locked or protected with a password.

(b) The Proposal 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 Proposal 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 Proposal 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 Proposal 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.

5.2 Assumptions and Instructions Book

Proposers shall submit an Assumptions and Instructions Book providing:

(a) the logical layout and structure of the Proposal 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 Proposal Financial Model and the execution of any related sensitivity analysis;

(c) sufficient information and instruction regarding the operation of the Proposal 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).

5.3 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 Proposal Financial Model must not contain inconsistencies with any provision included this RFP, including the Contract Documents.

(c) *Interest Rates and Credit Spread Inputs*: The Proposal 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 Proposal 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 Proposal Financial Model shall assume as the date for the Effective Date, NTP 1 and financial close for Developer Debt of October 5, 2015.

(e) P*ayment 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 O.

5.4 Mandatory Proposal Financial Model Elements

5.4.1 Base Scope and Option 2 Work Scenarios

Two scenarios shall be included in the Proposal Financial Model. One for the D&C Price and one for the combined price of the D&C Price and the Option 2 price ("Combined Price"). These scenarios shall meet all requirements for the Proposal Financial Model in this Section 5 of Exhibit C-2.

5.4.2 Input Data Requirements

The Proposal 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 Proposal 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 1.5 of the ITP shall be used to derive the expected spot rates on the date of financial close as specified in Section 5.3(d) above. These expected spot rates shall be the basis for pricing any hedging instruments, as applicable. The Proposal 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.

5.4.3 Change in Financial Plan and Adjustment to the D&C Price or Combined D&C Price.

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

5.4.4 Worksheets and Outputs

The Proposal 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 to the benchmark spot interest rates:

(i) A parallel interest rate increase (across the entire term structure(s)) of 25 basis points where the change in the D&C Price or Combined D&C Price is applied to the first $611 million of the D&C Priceor Combined D&C Price;

(ii) A parallel interest rate increase (across the entire term structure(s)) of 50 basis points where the change in the D&C Price or Combined D&C Price is applied to the first $611 million of the D&C Priceor Combined D&C Price;

(iii) A parallel interest rate decrease (across the entire term structure(s)) of 25 basis points, or a lesser amount so that the benchmark spot interest rate for any individual term should not be less than 15 bps, where the change in the D&C Price or Combined D&C Price is applied to the Deferred D&C Payments starting with the last payment first; and

(iv) A parallel interest rate decrease (across the entire term structure(s)) of 50 basis points, or a lesser amount so that the benchmark spot interest rate for any individual term should not be less than 15 bps, where the change in the D&C Price or Combined D&C Price is applied to the Deferred D&C Payments starting with the last payment first.

Any repricing of affected swaps or other hedging instruments on the sensitivities above should also be reflected in the Proposal Financial Model.

Exhibit D

REQUIRED FORMS

(see attached)

Exhibit E

SUMMARY AND ORDER OF PROPOSAL CONTENTS

Proposal Component	Form (if any)	ITP Section Cross-Reference
Technical Proposal		
Proposers shall follow the order of this checklist in their submissions. A referenced copy of this document shall be submitted with the Technical Proposal.		
A. Executive Summary		
Executive Summary (Exclude price information)	No forms are provided	Exhibit B, Section 3.1
B. Proposer Information, Certifications & Documents		
Technical and Financial Proposal Letter	Form A-1	Exhibit B, Section 3.2.1
Authorization Documents	No forms are provided	Exhibit B, Section 3.2.1
Identification of Proposer and Equity Members	Form B-1	Exhibit B, Section 3.2.2
Information About Proposer Organization	Form B-2	Exhibit B, Section 3.2.2
Information About Major Participants, Major Professional Services Firms and Identified Subcontractors	Form B-3	Exhibit B, Section 3.2.2
Responsible Proposer Questionnaire	Form C	Exhibit B, Section 3.2.3
Industrial Safety Record for Team Members Performing	Form D	Exhibit B,

Proposal Component	Form (if any)	ITP Section Cross-Reference
Installation or Construction Work		Section 3.2.4
Personnel Work Assignment Form	Form E	Exhibit B, Section 3.2.5
Key Personnel statement of availability	No forms are provided	Exhibit B, Section 3.2.5
Letter(s) Approving Key Personnel	No forms are provided	Exhibit B, Section 3.2.6
Letter(s) Approving Changes in Proposer's Organization (if applicable)	No forms are provided	Exhibit B, Section 3.2.6
Buy America Certification	Form V	Exhibit B, Section 3.2.7
DBE Certification	Form H	Exhibit B, Section 3.2.8
Child Support Statement for State Grants, Loans and Contracts	Form I	Exhibit B, Section 3.2.9
Conflict of Interest Disclosure Statement	Form J	Exhibit B, Section 3.2.10
Equal Employment Opportunity Certification	Form P	Exhibit B, Section 3.2.11
Guarantor Commitment Letter (if required)	Form T, Form B-1 is also required for the guarantor.	Exhibit B, Section 3.2.12; Exhibit C-1, Section 2.0
Surety Information	No forms are provided.	Exhibit B, Section 3.2.13
Certification Regarding Ineligible Contractors	Form S	Exhibit B, Section 3.2.14

Proposal Component	Form (if any)	ITP Section Cross-Reference
Key Subcontractors	Form Q	Exhibit B, Section 3.2.15
Substantial Completion Deadline(s)	Form O	Exhibit B, Section 3.2.16
Payment for Work Product Agreement (Optional)	Exhibit H	Exhibit B, Section 3.2.17
C. Project Development Plan		
Technical Solutions	No forms are provided	Exhibit B, Section 4.1
Project Management Plan	No forms are provided	Exhibit B, Section 4.2
Maintenance Management Plan	No forms are provided	Exhibit B, Section 4.3
Quality Management Plan	No forms are provided	Exhibit B, Section 4.4
Sustainability	No forms are provided	Exhibit B, Section 4.5
D. Appendices		
Key Personnel and Other Personnel Resumes and References	Form G	Exhibit B, Section 3.2.5.1
Technical Drawings, Graphs and Data	No forms are provided	Exhibit B, Section 4.1
Preliminary Project Baseline Schedule	No forms are provided	Exhibit B, Section 4.1.2
E. Aesthetics Plan		
Aesthetics Plan	No forms are provided	Exhibit B, Section 5.0

Proposal Component	Form (if any)	ITP Section Cross-Reference
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.		
Updated Financial Information		
Audited fiscal financial statements for all periods subsequent to the QS and unaudited interim financial statements	No forms are provided	Exhibit C-1, Section 2.0
For publicly held companies, most recent SEC 10-K and 10-Q reports and any 8-Ks filed since the QS	No forms are provided	Exhibit C-1, Section 2.0
Credit ratings	No forms are provided	Exhibit C-1, Section 2.0
Letter regarding material change in financial condition since submission of the QS and for next reporting period	No forms are provided	Exhibit C-1, Section 2.0
Letter disclosing all material off balance sheet liabilities	No forms are provided	Exhibit C-1, Section 2.0

Proposal Component	Form (if any)	ITP Section Cross-Reference
Price Proposal		

Proposal Component	Form (if any)	ITP Section Cross-Reference
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, Certifications and Documents		
Price Proposal Letter	Form A-2	Exhibit C-2, Section 2.1
Non-Collusion Affidavit	Form F	Exhibit C-2, Section 2.2
Certification Regarding Use of Contract Funds for Lobbying	Form R	Exhibit C-2, Section 2.3
Surety Letter	No forms are provided	Exhibit C-2, Section 2.4
B. Price Information		
Base Scope D&C Price	Form M-1	Exhibit C-2, Section 3.1
Total Base Scope D&C Price Breakdown	Form M-1.1	Exhibit C-2, Section 3.1
ATC Adjustments For Base Scope	Form M-1.2	Exhibit C-2, Section 3.1
Developer Draws/Cash Flow Tables (Base Scope D&C Price)	Form M-2	Exhibit C-2, Section 3.1
Option Price	Form M-3	Exhibit C-2, Section 3.3
Developer Draws/Cash Flow Tables (Option 1 Price)	Form M-4	Exhibit C-2, Section 3.3
Developer Draws/Cash Flow Tables (Option 2 Price)	Form M-5	Exhibit C-2, Section 3.3

Proposal Component	Form (if any)	ITP Section Cross-Reference
Option 2 Price Breakdown	Form M-5.1	Exhibit C-2, Section 3.3
ATC Adjustments For Option 2	Form M-5.2	Exhibit C-2, Section 3.3
O&M Base Scope Price	Form N-1	Exhibit C-2, Section 3.2
O&M Option 2 Price	Form N-2	Exhibit C-2, Section 3.4
Financial Model Audit		ITP Section 5.12.3
C. Proposal Security		
Proposal Bond	Form K	Exhibit C, Section 4.0
D. Proposal Financial Model and Related Materials		
Benchmark Rate	Form U	Exhibit C-1, Section 3.0
Proposal Financial Model (if electing the market interest rate adjustment)	No forms are provided	Exhibit C-1, Section 3.0

Exhibit F

RIGHT OF ENTRY PROCESS

(see attached)

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 US 181 Harbor Bridge Replacement Project shall submit a request to TxDOT that includes the parcel numbers and reasons for access in the form of Appendix A to this Exhibit F-1. TxDOT shall be responsible for contacting the relevant property owner(s) and ensuring that the Proposer has a right of entry for the requested parcel(s).

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 the terms of the right of entry and any other requirements, conditions and restrictions of the property owner and TxDOT.

Appendix A to Exhibit F-1

US 181 Harbor Bridge Replacement

Right of Entry

Parcel No. _____ROW CSJ No. _____

_____ is giving written notice of proposed Work to take place on property that is not owned by the State along the US 181 Harbor Bridge Replacement as follows:

(Give general written description of location and work to take place - do not write "See Attached")

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 and the right of entry for the parcel(s).

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

Requestor Party_____

By (Print) _____

Signature _____

Address _____

_____

Phone _____

Texas Department of Transportation

_____

Strategic Project Office

Signature: _____

Date: _____

Exhibit F-2

RIGHT OF ENTRY PROCESS FOR STATE-OWNED ROW

Proposers must comply with the following steps in order to obtain a right of entry from TxDOT to the US 181 Harbor Bridge Replacement Right of Way at various locations prior to execution of the CDA.

1. The Proposer shall complete the attached 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 Dieter Billek, P.E.

2. Exhibit A, CDA Site Investigation on Highway Right of Way in the Corpus Christi District, shall be completed by the Proposer for each request for right of entry upon State highway Right of Way. One Exhibit A can cover a request for multiple days of access. Exhibit A may be turned in with the signed original Agreement for Engineering Investigations on State Highway Right of Way and Exhibit B, or may be turned in subsequent to the Proposer's receipt of the fully executed copy of the agreement.

3. Dependant upon the location of the Right of Way for which the Proposer seeks entry, the Proposer shall submit Exhibit A to Ernesto de la Garza.

4. Prior to a Proposer's entry onto State Highway Right of Way, the Proposer must receive Approval from the appropriate area office.

5. The Proposer may perform investigations in areas only as requested in each Exhibit A.

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

*** 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.

AGREEMENT FOR
ENGINEERING INVESTIGATIONS
ON STATE HIGHWAY RIGHT OF WAY

STATE OF TEXAS §

COUNTY OF NUECES §

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 US 181 Harbor Bridge Replacement in Nueces County; and

WHEREAS, the Requestor has requested permission from TxDOT to use US 181 Harbor Bridge Replacement 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 CDA with a private sector partner and desires the private sector

partner to have access to the proposed Project limits for performance of due diligence work in preparation of its Proposal; and

WHEREAS, this Agreement is intended to encourage and facilitate access to TxDOT highway facilities and their adjacent Right of Way for the promotion of that goal while protecting the safety of the traveling public and the integrity of state highway facilities and Right of Way.

AGREEMENT

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

4. The Requestor shall provide necessary safeguards to protect the public during the above referenced activity, including adequate insurance for payment of any damages which might result from activities during occupation of the Right of Way, and shall save TxDOT and the State of Texas harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so.

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

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

7. TxDOT, having the legal right to occupy TxDOT highway Right of Way, will not be responsible or liable for damages to the Requestor's property or operations. The Requestor's attention is directed to the fact that utility installations owned by others exist in the Right of Way. The Requestor shall save harmless TxDOT and

the State of Texas from any and all suits or claims resulting from damage to any utility installation due to the above referenced activity.

8. The Requestor shall restore the Right of Way to its original condition, free of any damage to the roadway and drainage structures, signs, and pavement and, to the extent practicable, restore the natural environment, including landscape features. The Requestor will avoid or minimize damage outside the Right of Way and will, at its own expense, restore or repair damage outside the Right of Way. The Requestor's performance shall be in compliance with all federal, State and local laws, ordinances, and regulations including:

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

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

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

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

enforcement will be present at all times during a closure unless stated otherwise in the Traffic Control Plan.

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

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

B. Comprehensive General Liability Insurance

Amounts –

Bodily Injury $500,000 each occurrence

Property Damage $100,000 each occurrence

OR

Commercial General Liability Insurance

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

C. Comprehensive Automobile Liability

Amounts –

Bodily Injury $250,000 each person

$500,000 each occurrence

Property Damage $100,000 each occurrence

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

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

- Mutual agreement and written consent of both parties,
- TxDOT upon written notice to the Requestor as consequence of the Requestor's failure to perform the responsibilities set forth herein (TxDOT may grant allowances for circumstances beyond the control of the Requestor),
- TxDOT for reasons of its own and not subject to mutual consent of the Requestor upon not less that fifteen (15) days written notice to the Requestor, or
- By satisfactory completion of the Requestor's temporary use of the highway Right of Way.

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

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

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

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

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

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

REQUESTOR NAME:

_____

By: _____
(Signature)

Name: _____
(Typed)

_____
(Title)

Date: _____

Address: _____
_____
_____
_____

Phone: _____

THE STATE OF TEXAS

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

By: _____
District Engineer
Corpus Christi District

Date: _____

LIST OF ATTACHED EXHIBITS

Exhibit	Description
A	CDA Site Investigation on Highway Right of Way in the Corpus Christi District
B	TxDOT Form 1560, Certificate of Insurance

Exhibit A

CDA SITE INVESTIGATION ON HIGHWAY RIGHT OF WAY IN THE CORPUS CHRISTI DISTRICT

_____ is giving written notice of proposed Work to take place within the right of way of US 181 Harbor Bridge Replacement in Nueces County, TX as follows:

(Give general written description of location and work to take place- Do not write "See Attached")

The Work listed above **<u>is not to include</u>** the following: The destructive testing of any in place pavement or structure, or other work that may be considered harmful to assets already in place. This Work is limited to Site investigations and Engineering Studies for the purposes of preparing a Proposal for the US 181 Harbor Bridge Replacement Comprehensive 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 ____ .

Requestor Party _____

By (Print) _____

Signature _____

Address _____

_____

Phone _____

Texas Department of Transportation

_____

Strategic Project Office

Signature: _____

_____

Date

COPY OF THIS DOCUMENT MUST BE KEPT ON JOBSITE

If Approved via e-mail, retain printed copy of e-mail approval on jobsite as well.

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

Texas Department of Transportation (TxDOT)
CERTIFICATE OF INSURANCE

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

Insured: _____

Street/Mailing Address: _____

City/State/Zip: _____

Phone Number: Area Code ( ) _____

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

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

UMBRELLA POLICY (if applicable):

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

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

_____

Area Code ( ) _____ _____ _____

Authorized Agent's Phone Number **Authorized Agent Original Signature** **Date**

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

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

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

Exhibit G

MINUTE ORDER

TEXAS TRANSPORTATION COMMISSION

NUECES County | **MINUTE ORDER** | Page 1 of 2

CORPUS CHRISTI District

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

On February 27, 2014, by Minute Order 113853, the Texas Transportation Commission (commission) authorized and directed the department to issue a request for qualifications (RFQ) for the development, design, construction, and potential maintenance of all or any portion of the US 181 Harbor Bridge Replacement Project between US 181 at Beach Avenue and I-37 in the city of Corpus Christi. The department issued the RFQ on March 26, 2014. On April 24, 2014, by Minute Order 113910, the commission ratified the inclusion in the RFQ of the potential requirement that the developer, at the department's option, carry costs incurred under the CDA beyond the completion of the project. Seven proposer teams responded to the RFQ. On June 20, 2014, following the department's evaluation of the seven proposer team submissions, four proposer teams were determined to be best qualified to develop, design, construct, maintain, and, at the department's option, finance the US 181 Harbor Bridge Replacement Project.

Transportation Code § 223.201(f)(12) authorizes the department to enter into a CDA for the development, financing, construction, maintenance, and operation of the US 181 Harbor Bridge Replacement Project in Nueces County between U.S. Highway 181 at Beach Avenue and Interstate Highway 37. Transportation Code, § 223.203 and 43 TAC § 27.4 provide that, if authorized by the commission, the department will issue a request for proposals (RFP) from all private entities qualified for the short list. The department intends to issue an RFP for the US 181 Harbor Bridge Replacement Project and request detailed proposals from the four short-listed teams to develop, design, construct, maintain, and, at the department's option, finance the project.

Transportation Code,§ 223.203(m) and 43 TAC § 27.4(f) authorize the department to pay an unsuccessful private entity that submits a detailed proposal that is responsive to the requirements of the RFP a stipulated amount in exchange for the work product contained in that proposal. The stipulated amount must be stated in the RFP and may not exceed the value of any work product contained in the proposal that can, as determined by the department, be used by the department in the performance of its functions. Payment for this work product would allow the department to use the work product for the benefit of the US 181 Harbor Bridge Replacement Project or other department projects without further payment to the unsuccessful proposer.

IT IS THEREFORE ORDERED that the department is authorized and directed to issue an RFP to develop, design, construct, maintain, and, at the department's option, finance the US 181 Harbor Bridge Replacement Project.

IT IS FURTHER ORDERED that the department is authorized to pay to each proposer that submits a responsive, but unsuccessful proposal for the US 181 Harbor Bridge Replacement Project an amount based upon the value of the work product provided in the proposal that can, as determined by the department, be used by the department in the performance of its functions, up to a maximum

IT IS FURTHER ORDERED that payment for work product may only be paid if the work product submitted meets the minimum criteria and other conditions for payment identified by the department in the US 181 Harbor Bridge Replacement Project procurement documents.

Submitted and reviewed by:

Director, Strategic Projects Division

Recommended by:

Executive Director

113976 JUN 26 14

Minute Number Date Passed

Exhibit H

FORM OF PAYMENT FOR WORK PRODUCT AGREEMENT

PAYMENT FOR WORK PRODUCT AGREEMENT
(US 181 Harbor Bridge Replacement Project)

THIS PAYMENT FOR WORK PRODUCT AGREEMENT is made and entered into as of this _____ day of 2015, 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 US 181 Harbor Bridge Replacement Project (the "Project"), and wishes to submit a Proposal in response to the Request for Proposals for the Project issued by TxDOT on October 2, 2014 (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 Technical 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 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 TERM

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

3 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 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) $1,500,000. Proposer will not be compensated if the Proposal, including, without limitation, the Price Proposal, is determined by TxDOT to be non-responsive, and/or fails to achieve a passing score on any of the pass/fail criteria in Section 5.3 of the ITP, or if TxDOT withdraws the RFP prior to the due date for Proposals.

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

(c) Payment will be made within thirty (30) days after receipt of a proper invoice submitted to TxDOT under this Section 3(c). The invoice may be submitted no earlier than 45 days after notice of final award, including execution of the CDA, is posted on the RFP 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 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 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 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. In the event of such termination, TxDOT will owe no payment, except as provided in Section 3(a), above.

7 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 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: _____